

PARATRANSIT BROKER AND
OPERATING AGREEMENT
BETWEEN THE
CITY AND COUNTY OF SAN
FRANCISCO
AND
TRANSDEV SERVICES, INC.

Contract No. SFMTA 2016-17

CCO No. 15-1367

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

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

This Agreement is made this 1st day of July, 2016, in the City and County of San Francisco, State of California, by and between Transdev Services, Inc. (Contractor or Broker) and the City and County of San Francisco, acting by and through its Municipal Transportation Agency (City or SFMTA).

Recitals

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

B. A Request for Proposals (RFP) was issued on November 5, 2015, and City selected Contractor's Option B proposal, the highest-ranked proposal, pursuant to the process in the RFP. Under Option B, the Contractor will provide both brokerage administrative functions and act as a Transportation Service Provider for SF Access service, a portion of Group Van services, and the two shuttle services, Shop-a-Round and Van Gogh.

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

1.8 CMD. The Contract Monitoring Division of the City.

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

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

1.11 Contractor. Transdev Services, Inc.

1.12 Controller. Controller of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.50 SF Access. Pre-scheduled ADA van service.

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

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

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

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

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

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

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

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

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

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

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

Article 2 Term of the Agreement

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

Article 3 Financial Matters

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

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

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

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

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

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

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

3.6 Management Fee.

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

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

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

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

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

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

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

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

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

3.12 Payment.

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

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

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

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

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

- (a)** Contract Number;

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

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

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

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

3.13 Grant-Funded Contracts.

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

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

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

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

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

Article 4 Services and Resources

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

4.2 Key Team Members.

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

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

Marc Soto, General Manager, Broker Services

Mary McLain, General Manager, TD

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

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

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

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

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

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

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

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

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

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

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

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

Article 5 Insurance; Security for Performance; Indemnity

5.1 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Security for Performance

5.2.1 Performance Bond

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

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

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

5.2.2 Letter of Credit.

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

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

Article 6 Liability of the Parties

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

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

Article 9 Rights In Deliverables

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

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

9.3 SFMTA Trademarks and Service Marks.

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

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

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

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

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

(a) The link may be a text link or a graphics link using only an SFMTA/Muni logo supplied by the SFMTA and displayed in accordance with this Agreement.

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

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

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

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

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

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

9.4 Trapeze Software License Agreement

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

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

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

10.5 Nondiscrimination Requirements

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

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

10.6 Small Business Enterprise Program.

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

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

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

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

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

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

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

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

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

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

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

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

10.13 Reserved. (Slavery Era Disclosure)

10.14 Reserved. (Working with Minors)

10.15 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

10.18 Reserved. (Sugar-Sweetened Beverage Prohibition)

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

10.20 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Dispute Resolution Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 12 Large Vehicle Driver Safety Training Requirements

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

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

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

Article 13 Lease of Vehicles

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

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

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

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

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

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

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

Table 1: Subleases of City-Owned Vehicles

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

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

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

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

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

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

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

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

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

13.6 Lease Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

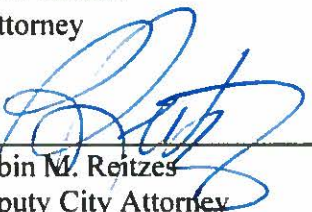
13.12 Transfer of Vehicle. Except as provided in Section 14.5 of Agreement with respect to the Sublease of the Vehicles to a Subcontractor or Subcontractors approved by City, Contractor shall not transfer or otherwise dispose of the Vehicles during the pendency of this Agreement without the written approval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

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

Article 14 MacBride Principles

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

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

CITY San Francisco Municipal Transportation Agency  _____ Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney  By: _____ Robin M. Reitzes Deputy City Attorney AUTHORIZED BY: MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS Resolution No: <u>16-058</u> Adopted: <u>5/3/2016</u> Attest: <u>R. Boomer</u> Roberta Boomer, Secretary	CONTRACTOR Transdev Services, Inc.  _____ Mike Murray President & COO 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601 <u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u> By signing this Agreement, Contractor acknowledges that it has read and understands Article 12: Large Vehicle Driver Safety Training Requirements. City vendor number: 81173
Board of Supervisors <u>244-16</u> Resolution No: _____ Adopted: <u>6/14/2016</u> Attest: <u>Peggy Nevin for Angela Cavello</u> Clerk of the Board	

Appendices

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

Appendix A
Paratransit Broker and Operating Agreement
Scope of Services
(All tasks are continuous unless specified.)

SECTION I: ELIGIBILITY

Task Number	Eligibility-Related Activities	Tasks
1	Administer an ADA-compliant user certification and recertification process for SFMTA and Department of Aging and Adult Services programs. This process shall include, but not be limited to, the following tasks.	a. Provide application forms and other program materials upon request to all prospective applicants of paratransit services. b. Evaluate applicants for eligibility within 21 days of receipt of completed application. c. If the eligibility determination is not made within 21 days, provide service based upon presumptive eligibility status until determination is made. d. In accordance with past statistical data, utilize second level assessments for a minimum of 90% of new applicants during the eligibility determination process. A minimum of 60% of those second level assessments must be in-person interviews. e. Process recertification applications as necessary to ensure that all ADA-eligible individuals undergo the recertification process once every three years. f. In accordance with past statistical data, utilize second level assessments for a minimum of 30% of applicants applying for recertification. g. Mail written documentation of ADA eligibility to consumers within 21st day of receipt of completed application h. Ensure that eligibility process is compatible with SFMTA policies and procedures governing the SF Paratransit Program.
2	Provide information to applicants during the eligibility process.	a. Establish and provide a list of community resources, to include at least 10 neighborhood-based agencies that are available to provide information and assistance to applicants completing applications, b. Provide written notification to the applicant throughout the process such as: i. Acknowledgement of receipt of application after the applicant's basic information has been entered into the Customer Database; ii. Letter notification of a 2nd level assessment, if required; iii. A letter advising the applicant to schedule an in-person interview appointment, if necessary.

Task Number	Eligibility-Related Activities	Tasks
		iv. Once final determination is made, a registration packet with the Rider's Guide and a photo ID appointment letter (if necessary) or an "application denied" letter 1. All final determination letters shall state the category of eligibility and provide an explanation of the determination, including specific information on the reasons for a denial. c. Provide telephone and in-person information to applicants regarding the eligibility process d. Hold information sessions upon request at community locations, for applicants or social service agencies. Session to include an overview of the eligibility process, a question and answer session and assistance with completing forms
3	Provide a first-time and ongoing training program for eligibility analysts.	a. Provide training program for eligibility analysts. b. Provide ongoing refresher training on all aspects of eligibility determination, including current research in medical conditions as they relate to functional ability.
4	Administer and staff an ADA-compliant eligibility appeals process.	a. Conduct a management-level administrative review of the appeal. b. Provide appeals hearing within 30 days of request. c. Inform applicants of their right to an appeals hearing after a determination regarding eligibility is made. d. Recruit and train qualified medical and/or licensed professionals, fixed route representatives and consumers to serve as Appeals Panel members. e. Provide a comprehensive and ongoing training program for Appeals Panel members to ensure a sufficient number of trained consumer appeals panel members (at least 8 active participants) Provide option to appellants for a language interpreter, providing, at a minimum, translation in Russian, Spanish, Cantonese, and Mandarin (and make a good faith effort to provide translation for other languages as requested). Provide transportation to/from appeals hearing site f. Prepare appropriate information for all Appeals Panel members and conduct hearing under approved procedures g. Within 30 days of hearing, provide written notification to appellant of Appeals Panel's decision, citing specific bases for eligibility determination,
5	Register certified persons as active users of the program.	a. Maintain a current Customer Database (see Section III.1) b. Issue a photo ID card to registered SF Access and Taxi Customers that includes eligible category of service, conditions

Task Number	Eligibility-Related Activities	Tasks
		on the Customer's eligibility, and the eligibility expiration date. For paratransit Taxi Customers, their debit card serves also as their photo identification card.
6	Determine changes in eligibility.	a. Re-assess or revoke the eligibility of any Customer who Broker determines to be ineligible due to information on the application that is false, inaccurate, or that has changed sufficiently to warrant a change in eligibility with due process for an appeal.
7	Administer and conduct eligibility certification for Shop-a-Round and Van Gogh Shuttle participants.	a. Distribute Shop-a-Round registration forms to seniors and people with disabilities living in target neighborhoods or public housing sites. b. Review registration forms and assess eligibility based on policy guidelines. c. Track name, address, date of birth, and eligibility category in the Customer Database. d. Provide informational material and promote service to applicants during the ADA eligibility process if these services may better meet their needs than Paratransit. e. Monitor service quality. f. Ensure that program rules are adhered to by Customers and Providers. g. Develop and produce outreach materials. h. Conduct outreach at community-based organizations
8	Offer applicants the ability to participate in the Paratransit Plus Program when they do not meet ADA-eligibility criteria but have demonstrated a high level of difficulty using regular bus and light rail service.	a. Develop updated eligibility guidelines in conjunction with SFMTA staff (within 90 days of Effective Date) b. Determine eligibility according to established guidelines c. Monitor program and provide ongoing statistical reports as requested by SFMTA
9	Process requests by visitors to San Francisco to use ADA paratransit services.	a. Process requests within two working days or sooner, by: - confirming visitor's ADA status via phone or letter; or - registering individual on local and regional databases; or - providing information on fixed route and paratransit services; or - providing fare and MuniMobile ticket information for those individuals wishing to purchase tickets in advance or - Providing service through established day-ahead reservations

Task Number	Eligibility-Related Activities	Tasks
		protocol directly with SF Access contractor.
10	Utilize new Mobility Management function to connect both ADA and non-ADA eligible Riders with appropriate transportation services	a. Refer Customers to Mobility Management staff for follow up about other available transportation services b. Establish new protocols for referring potential Customers to Paratransit Plus, Shop a Round, Van Gogh Shuttle, and other transportation services available in San Francisco
11	Determine eligibility of Taxi services for ADA eligible Customers	a. Enforce conditions of making Taxi services available to ADA eligible Customers using criteria and procedures as established by the SFMTA b. Notify ADA eligible Customers of their eligibility for the Taxi program c. Provide information on how to use the SF Paratransit taxi debit card system.

SECTION II: CUSTOMER SERVICE/OUTREACH

Task Number	Customer Service/Outreach-related Activities	Tasks
1	Serve as the principal Customer service representative for SF Paratransit Customers, and be available to Customers who visit the Broker's Office, or who seek information by telephone, mail or the internet.	a. Maintain an ADA-accessible office open to the public for paratransit-related business. b. Be available to Customers in person and by telephone at least between 9:00 a.m. and 4:45 p.m. c. Customer information services shall be accessible via TTY and/or Video Remote Interpretation (VRI) or other comparable telecommunications access method. d. Provide a Customer service representative to answer the main phone line on a daily average of 98% of the 465 minutes during each business day. e. Answer in person at least 85% of all phone calls in 45 seconds or less, including TTY calls. Average call hold time during a business day may not exceed 60 seconds. All TTY calls must be transferred to message machine if not answered by a person within one minute. f. Respond to voicemail messages by the following business day at the latest. g. Assist Customers who visit the Broker's Office within 15 minutes of their arrival. h. Provide professional, courteous, Customer service at all times. i. Provide written, telephone and in-person Customer services in English, Chinese (Cantonese and Mandarin), Russian, and Spanish. j. Provide American Sign Language interpretation, or real-time captioning at the Broker's Office if a Customer gives at least 72 hours' notice of the request for such accommodations.
2	Track Customers who request accessible formats and provide informational materials to each Customer in a format that is accessible.	a. Maintain accessibility information for each Customer in the Customer Database. b. Provide primary written information in the specific accessible format requested by each Customer.
3	Educate prospective users of paratransit services to increase the awareness of ADA paratransit services within the community, with	a. Provide 20 information sessions/workshops annually to community-based agencies to assure awareness and understanding of the SF Paratransit Program.

Task Number	Customer Service/Outreach-related Activities	Tasks
	particular attention to underserved populations (e.g., persons with limited English-speaking ability) within the community of potential ADA-eligible users.	b. Maintain documentation of all such workshops with records of attendance and all instructional materials provided to attendees. c. Update and maintain the SF Paratransit website (www.sfparatransit.com) to provide information about the SF Paratransit Program (see Section III: Information Technology). The SF Paratransit website should include application forms, Taxi service increase request forms, Riders' Guides, a method to submit complaints or commendations, an electronic payment mechanism, fare information, and other relevant policies and information. The website should be updated as necessary to provide up-to-date information d. Provide updates including paratransit service summaries, news, and information, to be disseminated to paratransit Customers and Group Van agencies via the SF Paratransit website. e. Ensure that outreach efforts include seniors and persons with disabilities, including those who do not speak English. Provide mailing services as requested by SFMTA. f. Distribute <i>Community in Motion</i> video to appropriate community-based organizations and the public library; make the video available to applicants and potential applicants, as needed.
4	Staff public meetings and working groups on paratransit service issues to ensure community input in problem-solving to improve programs and services.	a. Staff the three modal subcommittees of the PCC Executive Committee -- the Taxi/Ramp Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee b. In conjunction with the Vice Chair of each Subcommittee, develop the agendas, develop meeting summaries, and mail the agenda packets. Provide meeting materials in accessible formats as requested. c. Prepare reports and analysis materials as needed for PCC related meetings d. Staff workgroup meetings, as required, to include members of the PCC and community stakeholders and Service Provider representatives (including drivers).
5	Maintain a consumer relations program to solicit ongoing feedback regarding Broker performance (also	a. Provide information (in Riders' Guides and Broker newsletters) about the responsibilities of the Service Providers, Broker, and Customers, acceptable

Task Number	Customer Service/Outreach-related Activities	Tasks
	see Section VIII: SERVICE).	standards of paratransit service and how to make complaints/commendations. b. Process Customer complaints and commendations. c. Maintain a database of Customer complaints and commendations that can be sorted by Mode, Customer, driver, date and general subject matter category d. Provide a Broker service quality staff person to work directly with the Service Providers' staff to address on-going concerns or issues as needed. e. Budget each year for an independent Customer satisfaction survey annually to measure and track Customer satisfaction with Paratransit Broker services and with Service Providers. f. Provide postage pre-paid Customer comment cards. Make available on paratransit vans and in the lobby of the Broker's Office. g. Track Customer comment card both comments and responses in Trapeze COM. h. Analyze complaint trends and report to SFMTA monthly and PCC quarterly.
6	Provide effective ongoing liaison services with community-based and advocacy agencies that represent seniors and persons with disabilities.	a. Maintain direct communication links and designated contacts at community-based advocacy agencies such as Independent Living Resource Center, Lighthouse for the Blind, Senior Disability Action and Mayor's Office on Disability, etc. to ensure an ongoing dialogue of consumer issues and awareness of new programs b. Hold problem-solving meetings, on a formal and informal basis, to ensure that Broker is responsive to issues as needed.
7	Administer a Paratransit Grievance Committee for Customers to submit grievances against Transportation Service Providers for on-going, unresolved complaints.	a. As needed, convene a Grievance Committee to mediate an acceptable solution to a Customer grievance b. As needed, address social service agencies' concerns regarding individual Riders or specific Providers
8	Provide travel training to encourage persons with disabilities to use the Muni system by increasing public transit skills and comfort level as	a. Conduct outreach to appropriate agencies to identify suitable candidates for travel training b. Offer travel training to individuals who applied for

Task Number	Customer Service/Outreach-related Activities	Tasks
	part of new Mobility management task.	paratransit services and were determined ineligible c. Travel trainers will conduct individual and group training sessions, which will include taking at least one transit trip, provision of basic transit policy and operational information, instructions on how to read a Muni map, instructions on how to obtain accessible Muni information; as well as training in how to ride Muni by identifying stops, embarking, paying fare, using priority seating, grabbing rails, requesting stops, and disembarking. d. Maintain documentation of all travel training sessions with records of attendance and all instructional materials provided to attendees.
9	Sell paratransit Fare Media to Customers.	a. Make available Fare Media for purchase during business hours at the Broker's Office. b. Make Fare Media sales information about tickets and MuniMobile, including up-to-date fare information, available on the internet. c. Implement a website capable of receiving secure Fare Media payments. d. Accept cash, credit cards, and personal checks with valid ID card as proof of identity. e. Broker's Office staff shall be trained in procedures to accept payments when electronic cash registers or Contractor's computer systems are not operational. f. Administer and conduct eligibility certification and fare subsidy disbursements from donated private funds for the Helping Wheels Fund Fare Assistance Program. g. Maintain a separate corporate account for the Helping Wheels Fund. SFMTA must approve disbursements from this account. h. Monitor Helping Wheels Fund and provide statistical reports as requested by SFMTA.
10	Suspension of service	a. Document any basis for suspension of paratransit services to any Customer and issue a warning notice to Customers in advance of any suspension (except for illegal behavior or behavior that compromises the safety of other Riders or driver in accordance with the SF Paratransit Rules of Operation, as they may be amended.

Task Number	Customer Service/Outreach-related Activities	Tasks
		b. Include in the Notice of Suspension the date and duration of the suspension of paratransit services to the Customer, the reason for the suspension, and forms and instructions for the Customer to appeal the suspension decision. c. Implement all required appeal procedures for suspension determinations and document the process and outcome of the appeal.
11	SF Paratransit Rules of Operation	a. Enforce all policies and procedures stipulated in the SF Paratransit Rules of Operation, as they may be amended from time to time.
12	Administer Mobility Management to connect seniors and persons with disabilities with appropriate transportation services	a. Establish a one stop mobility center for seniors and persons with disabilities to receive individualized transportation information and referrals. Provide phone access and coordination with 311. b. Develop a website to facilitate the dissemination of information on transportation options. c. Assist in the development of the Peer Escort Program i. Identify Group Van routes with a high number of “Attendant Required” (ATR) Riders for possible expansion of program ii. Coordinate with Felton/Family Services Agency with placement of peer escorts iii. Coordinate with Group Van Service Providers to ensure space availability on vehicles iv. Conduct biannual evaluations of the program d. Explore and identify opportunities for resource and technology sharing between SF Paratransit and private/nonprofit entities for example vehicle sharing and debit card technology use by partner entities. e. Expand the Paratransit Plus Program (see Section I: Eligibility)

SECTION III: INFORMATION TECHNOLOGY

Task Number	Information Technology-Related Activities	Tasks
1	Maintain Customer Database.	a. Maintain and update on a daily basis data for approximately 15,000 Customers for all Modes of service (Taxi, SF Access, SFMTA Group Van, Department of Aging and Adult Services Group Van, Paratransit Plus, Shop-a-Round and Van Gogh Shuttle). b. Maintain eligibility status, biographic data, and demographic data on each certified Customer, as well as client service information, such as no shows, complaints filed, etc. c. Maintain all daily individual Customer purchase transactions d. Establish a systematic data backup system with documentation e. Interface with Regional Eligibility Database. f. Interface with the Paratransit Debit Card System (PDCS).
2	Be responsible for the daily operation and management of the various components of the Paratransit Debit Card System (PDCS).	a. Provide management and operational support including new debit card account creation, debit card issuance, debit card account management, servicing and reporting, Customer support, and Taxi company fare reconciliation, settlement and reporting. b. Provide ongoing operations training as needed for new hires, new software releases, and new PDCS features. c. Develop or use the established tracking protocol for all new versions of In-Taxi Equipment (ITE) hardware and firmware; maintain a record of any changes/updates. d. Process eligible Customers to collect digital photographs and create unique magnetic stripe cards. e. Manage Customer accounts to collect and post received funds, hotlist lost or stolen cards, suspend accounts where abuse is determined, perform card replacement, and respond to questions and disputes. f. Provide multiple methods for paratransit Customers to add value to their debit card account, including in-person at the Broker's Office, via Interactive Voice Response (IVR), and via a secure website, using check, credit card or checking account electronic funds transfer. g. Manage and procure debit card stock inventory h. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of paratransit debit cards (see also Section VIII: Service).

Task Number	Information Technology-Related Activities	Tasks
		i. Ensure that CabConnect's backup IVR system is fully functional. j. Provide a plan to manually process all debit card transactions should the entire PDCS, including the IVR system, become unavailable. k. Monitor CabConnect contract for compliance with service standards including service level monitoring/enforcement and invoice payment l. Manage and enforce PDCS warranty obligations. m. Establish and maintain a complete and accurate document control system, including PDCS contract management files, correspondence between Contractor, SFMTA, and the PDCS Service Provider, invoice and payment reports, and training documentation. n. Operate and maintain any necessary PDCS peripheral equipment, including but not limited to, the debit card printer/encoder, report printer, debit card/report shredder, and secure facility for storing unused debit card stock. o. On-going - ensure that debit card training is available to all Customers newly certified in the Taxi or Ramp Taxi program. Ensure that front line staff members are trained to orient new Riders to the debit card program. Customer training may consist of individual demonstrations or weekly orientation sessions, as appropriate. p. Through contracts with individual color schemes or dispatch services and through the SF Taxi driver training programs, require that debit card training is available to Taxi company staff and drivers through a train-the-trainer model. q. Continue on-going certification program to review, and certify in any new ITE to assure the equipment meets Paratransit requirements.
3	Interface with the San Francisco Bay Area Regional Eligibility Database (RED)	a. Ensure that data for the Regional Eligibility Database is downloaded automatically from the SF Paratransit Customer Database daily. b. Ensure that the Regional Eligibility Database downloads updated information to SF Customer Database on a daily basis. c. Check the Regional Eligibility Database to confirm ADA eligibility for non-SF Paratransit Customers who may be using SF Paratransit services. d. Check the Regional Eligibility Database twice weekly to verify that ADA eligibility is updated for SF Customers and communicate identified problems weekly to the lead agency (currently CCCTA); actively coordinate in the development of solutions to problems that arise.

Task Number	Information Technology-Related Activities	Tasks
4	Maintain the SF Paratransit website (www.sfparatransit.com) that complies with the City's Department of Telecommunications and Information Services standards for website accessibility.	a. Electronic information shall comply with all accessibility standards of Section 508 of the Rehabilitation Act (29 U.S.C. § 794d). b. The website shall be capable of receiving secure Fare Media payments. c. The website shall provide general information about the SF Paratransit Program, eligibility requirements and application forms. d. The website shall operate in accordance with the following standards for availability, speed and security of data: i. Website Availability: The website must be available 99.5% of the 1440 minutes in a calendar day, 365 days a year. With prior SFMTA approval of proposed website maintenance dates, the website may be taken down for maintenance between the hours of midnight and 6 a.m. ii. Website Speed: The average page load time into the network may not exceed four seconds on any ISP with a connection speed faster than 56kb. iii. Website Security: Zero failures in encryption level and standardized intrusion testing routines.
5	Maintain a secure location for computer equipment and for archiving all electronic records.	a. Provide backup generating capability in the event of a natural disaster. b. Ensure daily regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data.
6	Vision software	a. Provide Contractor's Vision software to paratransit van Providers and train Broker and Service Provider staff on the use of the program. b. Provide on-going training of Broker and Service Provider staff as necessary. c. Provide SFMTA staff with secure access to Vision over the internet. d. Work with Service Providers and Broker staff to ensure that real time information provided by Vision is used to predict or monitor late trips, proactively schedule trips throughout the day, and to set up a predictive calling mechanism to inform Customers of schedule changes.
7	Implement technology based solutions to enhance service delivery of SF Access, Group	a. Partner with an existing SFMTA-approved Taxi hailing mobile based application company to integrate the SF Paratransit Taxi program

Task Number	Information Technology-Related Activities	Tasks
	Van, and Taxi services	i. Ensure that SFMTA and SF Paratransit are able to access trip information in real time mode or at a minimum upon completion of the trip. Integrate SF Paratransit Taxi debit card as a form of payment b. Upon receipt of capital funding, purchase a web-based solution, such as Trapeze PASS-WEB, that would allow SF Access and Group Van Riders to reserve and cancel trips and view upcoming. One time capital costs are expected to be approximately \$200,000 with an associated annual maintenance/hosting cost.

SECTION IV: ASSET PROCUREMENT AND MANAGEMENT

Task Number	Asset Procurement and Management-Related Activities	Tasks
1	Develop and maintain a structured asset management protocol for all assets purchased with City funds.	a. Manage assets, including, but not limited to, City-owned vehicles, and all office furniture and equipment b. Maintain current list of inventory of all assets
2	Monitor and manage usage of MDCs with GPS capability on paratransit vans	a. Maintain an inventory of MDCs installed in each paratransit van throughout the term of the Agreement b. Manage and enforce MDC warranty obligations c. Provide training and technical assistance for other providers on the use of MDC's.
3	Manage, service, and track In-Taxi Equipment (ITE) through the end of the established ITE lease period (three years from the date of purchase).	a. Maintain a list of approved ITE vendors to allow Taxi companies to purchase additional and/or replacement ITE. b. Require the Taxi companies to maintain an inventory of the ITE assigned to or purchased by them, including the location of the ITE. c. Manage and enforce ITE warranty obligations. d. Work with SFMTA to develop and implement an ITE inspection/audit program with the Ground Transportation Unit at SF Airport designed to identify unauthorized modifications to the equipment that may increase the risk of PDCS fraud.

**SECTION V: OPERATING PROCEDURES, REPORTING AND RECORD
RETENTION**

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
1	Develop and implement a Standard Operating Procedures (SOP) documents to include, but not be limited to, the following components:	Work with SFMTA to develop and maintain the following documented components (Standard Operating Procedures SOP's) a. Emergency Preparedness Protocol: To provide continuity of paratransit services in the event of any foreseeable interruptions in the availability of labor, vehicles, materials, supplies, power or communications, and to provide emergency transportation as directed by SFMTA in the event of a disaster (new update by second quarter year 2); b. Service Quality and On Time Reliability Monitoring Program: To ensure systematic and comprehensive monitoring of key Service Standards (including on time reliability, complaints and accident/incident statistics) for all Subcontractors, including a problem-solving component to develop long-term solutions to service quality issues and procedures for responding to Customer complaints (develop SOP by end of first year); c. Driver Training Protocol: To ensure safe and courteous Customer service in compliance with Service Standards (review current practices and develop SOP for SF Access within 90 days, and for Group Van as part of procurement process); d. Scheduling Protocol: To minimize delays in response to Customer requests for paratransit service (memorialize protocol in writing for SF Access by 180 days, for Group Van within 180 days of the Effective Date); e. IT Back-Up Procedures: To ensure regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data (provide written protocol by 90 days of Effective Date); f. Vehicle Maintenance Inspection Procedures: For City-owned paratransit vans leased to the Broker (within 60 days of the Effective Date); g. Asset Management Protocols: To track and monitor the condition of all assets purchased with City funds, including vehicles, hardware and software, furniture and equipment

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
		(within 180 days of the Effective Date); h. Paratransit Grievance Committee Forms and Procedures: Written grievance forms and procedures for Customer complaints (within 90 days of the Effective Date). i. Fraud Prevention Procedures: For controlling fraud and misuse of PDCS (within 90 days of the Effective Date). j. Customer Satisfaction Survey Methodology: Describe the Annual Customer Satisfaction survey process and the methodology for implementation of the survey and how the instrument is developed (within 120 days of the Effective Date). k. Review the draft SOPs with SFMTA (PCC also, as necessary, if new policies/procedures are contemplated). Broker shall comply with the provisions of the SOPs and shall require all Providers to comply with the procedures set forth.
2	Provide weekly, monthly and annual Performance Indicator Reports documenting all elements of Services provided under the Agreement.	a. Provide a weekly report of service level statistics, including number of SF Access and Group Van trips by mode, on time performance, number of no-show and cancelled trips, and phone report to SFMTA b. Provide monthly report of service level statistics, including number of trips by Subcontractor and mode, number of no-show trips and cancelled trips, number of stair assists performed, and number of trip denials. c. Prepare summaries of the number of (i) ADA certifications on a monthly basis, including the number of applications received; (ii) certifications of ADA-eligible users by category; (iii) eligibility denials; (iv) appeals processed; (v) re-certifications; and (vi) levels of active and inactive users. d. Provide reports identifying service trends or patterns as requested by SFMTA staff. e. Maintain records and prepare operating reports as required by the SFMTA, San Francisco County Transportation Authority, Department of Aging and Adult Services, the FTA, and other agencies. f. Provide monthly reports of trip costs. g. Compile all information requested by the SFMTA for the FTA's National Transit Database Section 15 Annual Report. h. In the course of SF Paratransit duties, each of Broker's and Subcontractors' employees who personally witness any SF Paratransit vehicle accident or incident that may involve

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
		personal injury, property damage, or known safety violations, shall file reports of said events. Broker shall provide reports to the SFMTA by the next business day, and monthly Incident Report Summaries to SFMTA for each Subcontractor. i. Provide monthly telephone statistics for the transportation services including: (i) number of incoming phone calls by group (reservations, Customer service, Where's my Ride, Group Van); (ii) number of abandoned calls; (iii) average number of available phone agents by hour, by day, by Automated Call Distribution (ACD) system group; (iv) average hold times; (v) average speed of answer by ACD system group; (vi) number of road calls
3	Retain all project records.	a. Maintain all project records (either hard copy or electronic) for at least three years after the termination of the Agreement.
4	Fund independent outside audits of Contractor performance.	a. Procure independent auditors to perform audits (at the request of SFMTA). Audits may include, i. financial audit; and ii. performance evaluation audit, including audit of Transit Division Services, All independent auditors shall be subject to approval by the Director of Transportation or his or her designated representative. 1. During any initial service audit of Transit Division Services provided by Contractor, auditors would be required to establish procedures that would allow SFMTA staff to conduct subsequent periodic performance evaluation audits on an on-going basis.
5	Customer privacy	a. Maintain and secure personal information of Customers in its possession, including, but not limited to, legal documents such as powers of attorney and guardianship, contact information and medical information, in a manner that protects all rights of privacy of Customers.

SECTION VI: FINANCIAL MANAGEMENT

Task Number	Financial Management - Related Activities	Tasks
1	Control budgeted resources so that they will meet the demands of the Contract.	a. For Group Van: i. Hold an annual meeting with each Group Van Service Provider prior to the start of a new fiscal year to discuss annual budgetary and trip levels, unit cost per trip, appropriate invoice procedures, and financial penalties; ii. Provide Group Van Service Providers adequate (approximately two-months) notice if budget projections indicate that service expenditures are exceeding budgeted levels; iii. Process (including validating) monthly invoices for Group Van Services. b. Keep Customer Database updated on a daily basis via Broker Customer software and verify that no Riders are served that are not ADA-certified. c. Receive and verify invoices, and provide reimbursement to Service Providers for trips documented, according to provisions of Service Provider contracts.
2	Ensure fiduciary control of funds collected.	a. Maintain procedures to accept and control funds in the form of cash, checks, money orders and credit card transactions. b. Account for fare revenues collected from Directly Operated Transportation Services (thru deduction on monthly invoice) and other providers if cash fares or tickets are collected. c. Maintain an electronic accounting/tracking program of all Customer accounts. d. Ensure that paratransit transactions are performed with a high level of office security, to include record keeping, staff training, staff responsibility, data generation, reporting procedures, and client access to records. i. Maintain physical security of paratransit funds collected, debit card value and passes; ii. maintain standard accounting procedures for handling and verification of daily cash, checks, and money orders; received, and daily verification of debit card value iii. Insure and bond Paratransit Accounts Manager and other employees handling financial transactions. e. Require all persons adding debit card value for another person to present photo/signature identification
3	Prepare monthly invoices of Subcontractor and Broker revenue, for submittal to SFMTA.	a. Perform fare reconciliation for all Providers. b. Submit invoices to SFMTA each month with all revenues collected for services provided by Subcontractors and Broker, the dollar value of all debit card transactions and van tickets sold, trips provided, and

Task Number	Financial Management - Related Activities	Tasks
		year-to-date total in all categories. c. Submit all revenues collected monthly to SFMTA Finance.
4	Prepare monthly invoices of Broker expenses for submittal to SFMTA.	a. Review all Service Provider invoices for accuracy. Services rendered as part of the Peer Escort Program. b. Submit invoice to SFMTA each month detailing expenditures per Mode, all Broker administrative and operations expenses, including Department of Aging and Adult Services transportation and administrative costs.
5	Manage and document all transactions related to Fare Media and billing for Group Van, SF Access and Taxi, Inter-county and Shop-a-Round services.	a. Disburse, collect and maintain fiduciary control over Fare Media. b. Broker shall not charge any Customer amounts for Fare Media in excess of the amounts approved by SFMTA. c. Manage and document all Customer information and transactions conducted as part of the PDCS. d. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.
6	Disburse and monitor Ramp Taxi driver incentives	a. As directed by SFMTA staff, disburse and monitor monthly Ramp Taxi driver incentive payments to Taxi companies, which will in turn disburse the funds to their drivers.
7	Fund a Paratransit Drivers of the Year Program	a. Award amount as specified by SFMTA (\$100 in 2016) for one driver from each of the van and Taxi Paratransit Service Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year.

SECTION VII: PERSONNEL FOR BROKERAGE

Task Number	Personnel-Related Activities	Tasks
1	Provide a General Manager to act as a single point of contact for SFMTA for the Brokerage.	a. The General Manager shall act as the liaison between the Broker and the SFMTA and be responsible for the following: i. overall implementation of the SF Paratransit program; ii. implementation of new Broker programs, specifically Mobility Management, patron web access to schedule/cancel SF Access trips, also all ongoing management of existing programs, SF Access, Group Van procurement and transition, Taxi, Shop-a-Round, Van Gogh Shuttle, MDC/ Vision, DriveCam, Helping Wheels Fund implementation and other programs that parties may agree to. iii. service planning; iv. applying a structured process to problem-solving; v. preparing reports to summarize Broker activities and progress towards the resolution of identified problems, with progress toward implementation milestones. vi. Oversee and monitor contractor transportation services.
2	Provide professional staff with high-level analytical skills in all management positions.	(a) Unless otherwise approved by the SFMTA, Broker shall maintain the following positions throughout the term of the Agreement: i. General Manager ii. Director of Finance/Admin iii. Contracts Admin iv. Director of Ops v. IT Manager vi. Finance Manager vii. Eligibility Manager viii. Mobility Manager
3	Provide skilled IT manager.	a. Provide staff with sufficient skills and expertise to maintain the on-going operation and maintenance of the PDCS, Customer Database, Regional Eligibility Database, all associated interfaces, manage the contract with the PDCS vendor, and oversee the on-going operation and maintenance of ITE. This can be a contracted position.
4	Demonstrate commitment in hiring practices to maintaining a diverse workforce with regards to race/ethnicity, gender,	a. Work with and submit reports, as required, to the SFMTA Contract Compliance Office.

Task Number	Personnel-Related Activities	Tasks
	linguistic capability, and disability status.	
5	Ensure that all employee salaries comply fully with the City's Minimum Compensation Ordinance (MCO) and that employees receive health benefits.	The following shall apply to the Broker and Transit Division: a. All employee wage rates shall meet or exceed the San Francisco MCO standards. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. b. The hourly rate may increase on July 1 of each year; Contractor and Subcontractors will be required to pay any such increases to covered employees during the term of the contract. c. Submit annual salary levels per employee to the SFMTA Manager of Accessible Services on an annual basis. d. Broker shall provide full medical coverage to all staff members. The following shall apply only to the Transit Division employees a. All Transit Division employee wages and benefits shall abide by the written agreement between the contractor and Teamster Local 853 and Machinist 190 through the duration of the term.
6	Staff to participate in and report on public meetings and working groups on paratransit service issue, including Customer and stakeholder committees of the PCC.	a. Broker shall staff all three modal committees of the PCC Executive Committee, including the Taxi/Ramp Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee.

SECTION VIII: SERVICE

Task Number	Service-Related Activities	Tasks
1	Select all Group Van Providers by competitive solicitation.	a. Procure through a competitive bidding process not less than one additional Group Van Service Provider with SFMTA funding and not less than three Group Van Service Providers under the program funded by the Department of Aging and Adult Services. b. Ensure that all procurement processes meet FTA guidelines for federally funded contracts. c. Review draft Service Provider deliverables, minimum qualifications, and driver and vehicle standards with SFMTA prior to initiating Contractor negotiations. d. Ensure that selected Service Providers retain competitive unit costs per trip, while meeting service quality-related criteria. (per hour reimbursement could be considered if it's believed to be more beneficial to SFMTA, but per trip is expected) e. In the bidding process, encourage prospective Service Providers to provide employee incentive plans, bonuses, awards, dental coverage, and other benefits. f. Ensure as part of contract negotiations with Service Providers that limits on unit cost increases will be set by pegging increases to the Cost of Living Index for the Bay Area Statistical Metropolitan Area as determined by the U.S. Department of Labor and that all cost-of-living adjustments received by Subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment. g. Set up bidding process to take into account that provision of Section 5310 vehicles to Providers should result in lower costs per trip. h. Selection process must include an opportunity for protests of the contract award to be directed to the SFMTA Director of Transportation or his or her designee.
2	Require that Subcontractors comply with the City's Minimum Compensation Ordinance.	a. See Section 10.7 of Agreement.
3	Require that Group Van Providers afford health insurance to their employees.	a. Require that all Group Van Subcontractors provide medical coverage to all SFMTA-funded paratransit drivers, or that documented equivalent medical services are being provided through other arrangements.
4	Require through bidding	a. Include detailed IT specification and staff training

Task Number	Service-Related Activities	Tasks
	process that Group Van Service Providers have minimum hardware and software capabilities and functional capacity to link to Broker-provided routing and scheduling software and Vision.	requirements in bidding documents for selection of Group Van Service Providers
5	Enter into contracts with Taxi company Subcontractors as a broker.	a. Screen for compliance with minimum requirements for Program participation, including capacity to participate in the PDCS program.
6	Maintain a comprehensive service quality monitoring program	a. Monitor subcontracts through review of reports, data, and information obtained directly from Customers, Providers, and agencies for all Subcontractors on a monthly basis for: i. trip documentation and verification; ii. month-to-month budget review; iii. on-time reliability rating; iv. telephone response time; v. no-show and trip cancellation percentage; vi. complaints/compliments; vii. passenger trip logs; viii. field monitoring for driver performance, safety, and courtesy. b. Coordinate on an on-going basis with other City departments such as the Mayor's Office of Disabilities, and the Department of Aging And Adult Services to provide feedback on paratransit Customer concerns raised and develop plans to resolve issues if they arise. c. Conduct "unannounced" monitoring of all modes of service for on-time reliability, in response to complaints or to poor performance indicators on reliability reports. Field monitoring activities shall include: i. monitoring Service Provider performance in the field; ii. conducting driver and vehicle inspections, site visits and other monitoring activities; iii. preparing reports used to measure contract and regulatory compliance; iv. Taxi Service Monitor will ensure proper inventory tracking of SFMTA-owned ITE and investigate trip/transaction irregularities. d. Use Vision software to monitor the SF Access and Group Van services for late pull-outs, slack time, driver breaks and on-time

Task Number	Service-Related Activities	Tasks
		performance and to predict and displays potential problems so that dispatchers can take steps to proactively correct them (see also Section III: Information Technology). The priority shall be SF Access service, and Group Van shall be a second priority. e. Encourage contracted Service Providers to participate in consumer advisory group meetings. f. Utilize results of monitoring procedures, surveys, and feedback from workgroups to develop and implement action plans to address service quality issues as needed. g. Implement a problem-solving component to the monitoring program and designate a point person to develop long-term solutions to service quality issues as they arise and ensure that problem-solving measures are implemented within agreed-upon milestones.
7	Provide Customer service representatives in the service quality monitoring program to provide telephone and in-person processing of Customer complaints and commendations.	a. Implement and maintain a procedure to accept written and verbal complaints; require Service Providers to provide a formal written response to each complaint, to include, as appropriate, a time-limited plan of correction; undertake follow-up punitive or problem-solving actions to each complaint; and provide a written response to all complainants within 14 days. b. Provide training to staff to ensure polite processing of complaints and implementation of effective resolution measures. c. Satisfy all Customer requests for copies of the Paratransit Rider's Guide.
8	Monitor and enforce procedures to ensure Service Providers' contract compliance.	a. To ensure optimum paratransit service delivery, Paratransit Broker shall review contract performance of each contractor and shall ensure contractors are meeting performance standards, applying contractual provisions for incentive and disincentives to achieve performance. Recommend that Service Providers use team approach to including drivers, dispatch, and schedulers in earning incentives i. SFMTA must review all incentives and disincentives prior to their issuance b. Monitor contract provisions with regards to safety, driver training, driver courtesy, drug and alcohol testing, worker's compensation, vehicle maintenance through field observations, and accident reporting. c. Work with Providers to enforce Customer rules to control the level of no-show trips in SF Access and Group Van contracts. d. Contractually require that Providers conduct daily trip check-in electronically through Broker Customer management software. e. Ensure contract compliance, through systematic monitoring and

Task Number	Service-Related Activities	Tasks
		unannounced on-site visits, and require Providers to maintain the following: i. DMV printouts (pull notices), Live Scan documentation, CPR and First Aid certifications of training completion for all paratransit drivers; ii. Adherence to Standard Operation Procedures detailed in the Driver Training Protocols; iii. Ensure compliance with vehicle age requirements in service provider contracts; iv. Require van contractors to update vehicle fleet inventory reports, annually and within 48 hours of any fleet changes; v. Perform and maintain vehicle maintenance and pre-trip inspection reports and produce such on request; vi. Timely reporting of incident/accident reports involving paratransit Riders; vii. Demonstrate required insurance coverage and maintain Certification of Insurance, annually and upon renewal; viii. Maintain and provide driver trips sheets for Group Van service; ix. Through contracts, meet required driver training recertifications as required for Defensive Driving, PAT/Sensitivity, First Aid/CPR and any other required trainings every two years or as required to maintain certifications; x. Maintain daily checklist for drivers includes seatbelts, wheelchair loading and securement devices, grab rails and xi. stanchions; xii. As needed meetings conducted with social service agencies receiving paratransit service; xiii. Participation by Providers in the FTA-mandated drug- and alcohol-testing program; xiv. An annual sensitivity training for Provider office staff. f. Conduct quarterly un-announced on-the-street monitoring of Group Van and SF Access services and document with written reports g. Conduct an annual review of paratransit driver sensitivity training classes for appropriateness. h. In course of field monitoring or in response to service complaints, Broker staff shall perform visual inspections of overall condition of other non City-owned provider vehicles, such as lift, safety equipment etc. and compliance with contract standards i. SFMTA staff also reserves the right to inspect any vehicle at

Task Number	Service-Related Activities	Tasks
		any time.
9	Develop a method to coordinate with van and Taxi Providers to monitor and enforce Customer conditional eligibility.	a. Educate certified Riders to understand their conditional eligibility status and establish a method for periodically reviewing a Rider's use of service to verify that the Rider's trip patterns reflect the Rider's conditional eligibility status. b. Develop a protocol for enforcement of conditional eligibility for van, and Taxi services. c. Disseminate consumer education of conditional eligibility policies.
10	Implement measures to promote the use of shared rides among Taxi users.	a. Working with the PCC and its subcommittees, initiate a marketing campaign through posters and other methods which would promote the benefits of Taxi ride sharing.
11	Monitor and verify Taxi use.	a. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of debit cards. b. Analyze trip patterns and follow up with Customer or Taxi company management as necessary to prevent wait trips, trips that have a meter rate that does not correspond with the actual mileage, time on the vehicle, and other potentially fraudulent trips. c. Enforce procedures to control against fraud and misuse of Taxi service.
12	Monitor no-fare and no-show policies on SF Access and Group Van services	a. Enforce the no show and no fare policy with the SF Access and Group Van service provider through personal follow up and education of Customers b. Coordinate with service provider to ensure all proper procedures were followed prior to issuing disciplinary actions against Rider c. Enforce and maintain records of the progressive disciplinary actions taken against Riders
13	Implement a program to facilitate consistent communication and follow through between Service Providers and social service agencies to ensure efficient delivery of services.	a. Implement Group Van memoranda of understanding with agencies receiving Group Van service which document the responsibilities of Providers, agencies receiving service and Broker staff. b. Maintain procedures to follow-through on service quality complaints arising from agencies, including coordinating problem-solving meetings and reporting follow-through actions implemented by Broker or Service Providers to complainants. c. Monitor procedures for Group Van trip data collection, verification, review, and reconciliation with agency. d. Identify systemic service level problems and establish new

Task Number	Service-Related Activities	Tasks
		procedures to address these problems.
14	Coordinate and monitor activities among Service Providers, including dissemination of Operations Manual.	a. Encourage Service Providers to share information regarding the availability of driver-training sessions to promote shared participation and cost savings. b. Participate in review of 5310 grant applications as requested by PCC Grant Review Committee, and encourage coordination of 5310 vehicles among paratransit Service Providers and within the paratransit program. c. Encourage leasing of social service agency vehicles to Service Providers through facilitation of negotiations between parties and encourage the execution of vehicle lease agreements. d. Encourage van Service Providers to cooperatively provide emergency back-up services for other Service Providers. e. Through SF Paratransit's Emergency Planning process, require Transit Division to provide emergency back-up service to Muni fixed route services, Police, and Fire Departments. f. Through SF Paratransit's Emergency Planning process, require all Service Providers to implement the Paratransit Emergency Plan procedures as stipulated in the Paratransit Emergency Plan . g. Through SF Paratransit service contracting and resultant MOU's, require Group Van drivers to receive on-site agency orientation for special needs populations. h. Encourage smaller Service Providers to coordinate programs such as driver training, back-up service, and emergency preparedness planning. i. Through the SF Paratransit contracting process, require Subcontractors to have provisions in place to provide for back up services for themselves when demand exceeds capacity or when unforeseen circumstances tax existing resources.
15	Require compliance of subcontracted Service Providers with federal drug-and alcohol-testing requirements. See Appendix D, Section XIV.	a. Confirm and monitor implementation of FTA-required drug and alcohol testing program by distributing FTA drug testing regulations to all subcontracted Service Providers, and requiring evidence of subcontracted Service Providers' compliance with FTA drug testing regulations (e.g., including a copy of drug and alcohol policy, copies of contracts with testing labs, copies of annual reports, proof of management and employee training) b. Coordinate program monitoring with SFMTA's Substance Abuse Program.
16	Maintain stair assist program for qualified wheelchair users with a method that contains costs over the long term.	a. Ensure that SFMTA-approved screening for eligibility to stair assist program is conducted at the time of the initial registration for those who request stair assist service. b. Enforce policy which limits the conditions under which a two-person stair assist is provided.

Task Number	Service-Related Activities	Tasks
		c. Be willing to explore alternative, cost-effective stair assist procedures (i.e. portable stair glides) to make stairs more accessible to wheelchair users.
17	Interface between Service Providers for the provision of Inter-County Paratransit Service to meet the needs of both San Francisco and visiting Customers	a. Where applicable, maintain agreements with BART and/or AC Transit, Golden Gate Transit, and SamTrans and their paratransit providers (as needed) for trip reporting, cost sharing, and invoicing of Inter-County Paratransit Service. b. Monitor expenditure amounts for Inter-County Paratransit Service and report inter-county trip data on a monthly basis. c. Provide inter-county Riders with information regarding scheduling, fare payment, trip-making, transfer operations between different providers, identifying transfer points, emergency back-up trip information, and specific service operations procedures. d. Work with regional operators to promote coordination between regional and connecting paratransit operators for transfer trips by: i. Educating SF Service Providers on protocols for regional trip provision between regional providers including coordination of hours of operations, methods of service delivery, lines of communication, travel procedures, driver/scheduler/ dispatcher training, recording of trip data, emergency back-up plans, etc.; ii. Reviewing scheduling protocols of inter-county Service Providers to allow waiting time, until arrival of transfer pick-up; iii. Explaining typical requirements of pre-trip confirmation by Rider and/or both Service Providers for a trip transfer; iv. Explaining requirements of post-trip confirmation between Service Providers that transfer/pick-up was completed; v. Requiring that Service Providers attend coordination meetings for regional providers as requested; vi. Review potential regional trip coordination changes with the PCC Executive Committee and with service providers as required; e. Monitor Inter-County Paratransit Service provided by local SF Service Providers and assist inter-county Customers to resolve problems and issues as they arise.
18	Ensure that training for Taxi drivers includes a comprehensive sensitivity training curriculum.	a. Work with the SFMTA Taxi Regulatory Division to maintain and update the established Sensitivity Training Course for Taxi Drivers. b. Work with the SFMTA Taxi Regulatory Division to monitor Taxi company compliance with sensitivity training requirement for all Taxi drivers. c. Work with SFMTA to contract for or provide for Passenger Assistance Techniques (PAT) and sensitivity trainers.

Task Number	Service-Related Activities	Tasks
19	Implement an agreement for same day Taxi service to supplement SF Access service	a. Develop an agreement with at least two Taxi companies to provide on demand, same day back up service to the SF Access service when necessary. b. Require personnel to inform rescheduled clients at least one hour before their scheduled pick up and provide them with the opportunity to decline the Taxi service.
20	Implement the emergency preparedness protocol, as developed in the Operations Manual, to provide emergency transportation in the event of a natural disaster.	a. Broker shall serve as the facilitator and point of contact during an emergency for provision of emergency transportation for persons with disabilities during/after a natural disaster and report to the SFMTA Departmental Operations Center (DOC) as necessary b. Broker shall require of its Service Providers through the procurement and contracting process the development of an emergency response plan and monitor the implementation of each Service Provider's emergency response plan to include: i. The contact protocol and liaison, by name, for each entity, including key telephone numbers, cellular phones numbers, two-way radio frequencies and locations of: San Francisco's Department of Emergency Management, Police, Fire, Muni Central Control, SFMTA's DOC, Broker's Office and other Service Providers; ii. Each Service Provider's resources and location, the chain of command within each agency and the responsibilities of management personnel; iii. In cases where the Broker's IT system is not being fully utilized by a Service Provider, the Service Provider shall be required to prepare and submit weekly hard copy print-out of updated Customer list, including address, phone number and mobility aid/disability noted; iv. Where required, contractually dedicated vehicles to emergency evacuation duty; v. Broker shall develop a brochure describing emergency plan for inclusion and publication in Riders' Guide; vi. Updates of the Emergency Plan annually and annual table top exercises to test the Plan.
21	Continue ongoing third party inspection of all SFMTA owned vehicles	a. Contract with a SFMTA approved third party firm to conduct quarterly bumper to bumper inspection of at least 10 vehicles selected by the SFMTA including review of maintenance files for those vehicles. i. Provide SFMTA staff with all findings from each inspection and plan for corrective actions (if necessary) ii. For each vehicle found with a major deficiency, any deficiencies with the vehicle that SFMTA may select additional vehicles to inspect b. Conduct for SFMTA in-plant inspection of all new SFMTA vehicles, as requested by SFMTA

SECTION IX: TRANSPORTATION SERVICES – BROKER & TRANSIT DIVISION

Task Number	Transportation Service Activities	Tasks
1	Provide all tasks in ensuring the delivery of service for SF Access, Group Van, Shop-a-Round, Van Gogh Shuttle, and Laguna Honda.	a. Require that all transportation Services, directly operated and contracted, operate 24 hours per day, seven days per week, including all holidays to meet demand. b. Require that all Services, whether directly operated or contracted, mirror Muni fixed route service in service days, hours and area, including certain portions of northern San Mateo County, Treasure Island, and the Marin Headlands on Sundays and holidays. c. For TD, collect and process all fares associated with providing such transportation and deduct fares collected, except for e-fares and coupons collected. For Group Van Services operated by Subcontractors, calculate fares due from centers and invoice agencies for their corresponding fares and report those to SFMTA each month. For Taxi debit card value payments and SF Access fare coupons sold, accept payments, deposit them to Contractor's bank and account for all money collected and ensure revenue collected is paid to SFMTA d. Limit all services to those who meet ADA paratransit eligibility criteria, as established under federal regulations and by the Bay Area Partnership Transportation Coordination Committee, or as otherwise specified. • Clients for Shop-a-Round, Van Gogh Shuttle, and Department of Aging and Adult Services (DAAS) service must meet program rules, but do not need to meet ADA requirements. e. For SF Access, maintain personnel levels for call center functions, including making available in-person reservation from 7AM to 6PM daily as well as a 24 hour access (or as needed while SF Access is in operation) for "Where's my Ride" calls. f. All van services must meet ADA requirements and SFMTA goals for the SF Access program (see Appendix F: Incentive/Disincentive Plan).
2	For TD, provide and maintain facilities and equipment to assist employees in their duties.	a. All facilities must be ADA-accessible and have proper ventilation. b. Facilities and equipment must be able to support call center, dispatching, radio communications, vehicle storage, maintenance, and general office functions.

Task Number	Transportation Service Activities	Tasks
		c. Have a modern ACD telephone, with a system with sufficient capacity to handle the anticipated volume of calls; contractor shall use a large or highly visible display of LCD or LED technology to display call center call group activity including calls being handled, agents logged on and calls waiting to be answered. d. Secure SFMTA-owned and Contractor owned vehicles in a fenced and gated storage area when not in service—the 575 Tunnel Avenue facility is approved by SFMTA; no fencing is required at the 290 Industrial Way shop facility. e. Make facilities and equipment available for inspection by SFMTA or its representative at any time. f. Locate facilities within the SFTMA service area unless otherwise agreed to by SFMTA in writing. SFMTA consents to the use of facilities at 575 Tunnel Avenue and 290 Industrial Way in Brisbane, CA. g. Provide field supervisory staff with necessary and suitable technology, for example tablets, to ensure efficient and proper supervision of vehicles with real time information
3	Meet vehicle operations and maintenance standards.	a. For TD, follow standards listed in Attachment 1, Vehicle Operations and Maintenance Standards. b. For subcontracted Group Van services, use similar and SFMTA-approved standards for vehicles, operations and maintenance.
4	Meet driver training and operations standards.	a. For TD, maintain accurate and detailed records of training, retraining, and refresher training as well as all other qualifications in the driver's personnel files, which shall be subject to review by SFMTA or its representative on a quarterly basis. b. Follow standards listed in Attachment 2, Driver Standards and Duties. c. For subcontracted Group Van services, require service providers to employ a similar tracking system and require similar training programs and requirements.

Task Number	Transportation Service Activities	Tasks
5	For TD, provide sufficient personnel to meet the Service Standards, including providing adequate on- street supervision to monitor service delivery, drivers and vehicles.	a. Submit a proposed staffing plan for SFMTA review and approval. Key positions shall include, but not limited to, the following: • General manager • Assistant general manager or operations manager • Maintenance manager • Safety/training manager • Call center supervisor b. Supply a sufficient number of properly qualified personnel to operate vehicles and required services, including extra board drivers. d. Employ a minimum of one road supervisor per 300 trips provided daily. e. Ensure that minimum staffing levels never fall below the position levels defined in the proposed staffing plan (reasonable lapses while positions which become vacant are filled will be permitted). f. Maintain employee records and make them available to SFMTA for review and audit.
6	For TD, ensure training is provided for SF Access call center representatives, including dispatchers and reservationists, include comprehensive sensitivity training curriculum	a. Develop and provide SFMTA with a copy of the training curriculum for all SF Access call center representative b. Ensure ongoing training for staff on proper Customer service techniques
7	For TD, monitor Service Standards for vehicle operations.	a. Develop and implement a quality assurance program that shall include, but not be limited to, regular field observations by road supervisors and managers, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits. b. In capacity as Broker, oversee the activities in a. above and participate in some of the required review and monitoring. c. Provide SFMTA or its designated representative with access to all scheduling program and records
8	As Broker, either maintain and summarize service-related reports or require contracted service operators	a. See Reporting Requirements, Attachment 3.

Task Number	Transportation Service Activities	Tasks
	to maintain all necessary reports	
9	Require that Subcontractor personnel (through service contracts) and TD drivers and other personnel meet Customer operating standards.	a. See Customer Operating Standards, Attachment D.

APPENDIX A ATTACHMENT 1

VEHICLE OPERATION AND MAINTENANCE STANDARDS

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

1. **ADA Requirements.** Any lift-equipped vehicle supplied for the provision of ADA trips (ADA Vehicle) shall meet all the applicable requirements of the ADA and the regulations promulgated thereto. All ADA Vehicles shall employ side lifts or ramps; no rear loading/unloading mechanisms shall be used. Ramp and lift platforms shall have a clear and usable platform surface with a minimum width of 32 inches measured from between 2 and 30 inches above the platform surface. ADA Vehicles shall contain a securement system to secure wheelchairs and other mobility aids. All wheelchair securement systems shall accommodate forward-facing wheelchairs. In addition, to the extent practical, all non-wheelchair seating (ambulatory seating) shall be forward-facing. The vehicles shall carry adequate securement equipment and materials at all times for all wheelchair or other mobility aid positions in the vehicle. Wheelchair tiedowns shall be in a secure box or bag when not in use and shall be picked up from the floor before loading, unloading the Rider. All other ADA Vehicle requirements shall apply.
2. **Vehicle Capacity, Overall Specifications.** The minimum capacity for each approved vehicle type is as follows:
 - a. **Cutaway** – capacity for at least two forward-facing wheelchair positions and 12 ambulatory or 16 ambulatory Customers when no wheelchair Customers are boarded;
 - b. **High-top van** – capacity for at least three forward-facing wheelchair positions or 12 ambulatory Customers;
 - c. **Ramped Minivan** – capacity for at least two forward-facing wheelchair positions and one ambulatory or three ambulatory Customers when no wheelchair Riders are boarded.
 - d. **SFMTA Approval of Vehicle Specifications.** All vehicle sizes and types are subject to the prior approval of SFMTA, which shall take into consideration such matters as overall vehicle size, interior seating area, passenger comfort, adequacy of trunk space for storage of mobility aids, lift size and overhead clearances.
3. **Required Vehicle Components/Accessories/Specifications**
 - a. **Boarding Chair in Lift Vans.** Contractor shall have available a functioning boarding chair (standard collapsible wheelchair without footrests), for use by Customers who request one when making a reservation.
 - b. **HVAC.** Each vehicle shall have air conditioning and heating systems adequate for the climatic conditions of the area and maintained in good working order. All vehicles must be equipped with operable windows that can open to provide fresh air. The

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

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

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

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

5. **Condition of Vehicles.**

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

6. **Vehicle Operation Standards.**

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

- b. **Seat Belts.** Drivers and Riders must wear seat belts at all times the vehicle is in operation subject to compliance with ADA requirements.
 - c. **Advertising Material.** No advertising material shall be placed or posted inside the vehicle or passed out to Customers by the driver. No advertising material shall be affixed to the outside of the vehicle unless required by SFMTA. SFMTA may direct Contractor to post or distribute material relating to the operation of the program in the vehicle.
 - d. **No Smoking, Eating, Drinking.** Drivers and Riders shall not be allowed to smoke, eat or drink in the vehicle. The Transit Division shall post a sign prominently inside the vehicle advising Riders of this prohibition.
 - e. **Electronic Devices.** Neither drivers nor Riders shall be allowed to play loud music in the vehicle. Riders may use personal radios, cell phones, CD players and other personal electronic entertainment devices if they use headphones and do not disturb other Customers.
 - f. **Tickets, Citations.** Fines incurred while the vehicle is in service for the SF Paratransit program shall be reviewed by Contractor management staff. Citations that are found to be within the control of the driver, such as parking in a red zone and tow away zone, shall be paid by the Contractor without recourse to SFMTA. For all other citations beyond the control of the Contractor, SFMTA shall assist to the Contractor to contest citations, with proper documentation provided by the Contractor and if necessary to be paid, paid by Contractor with recourse to SFMTA..
7. **Inspections.**
- a. **State Inspections.** Where applicable, each vehicle must pass and display a current state vehicle inspection and shall at all times be in accordance with all California Highway Patrol inspection and maintenance requirements.
 - b. **SFMTA Inspections.** SFMTA or its representative may inspect any or all vehicles at any time. A vehicle is subject to immediate removal from service if deemed ,in SFMTA's sole discretion, to be unsafe or otherwise in violation of these standards.

APPENDIX A ATTACHMENT 2

DRIVER STANDARDS AND DUTIES

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

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

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

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

14. Before hiring or assigning a driver to service for the Transit Division, the Transit Division shall conduct or have conducted a criminal background check using California Department of Justice "Live Scan" or equivalent background check program (with approval from SFMTA), to the maximum extent permitted by state law. The Transit Division shall review each applicant background check. Those applicants having felony or misdemeanor convictions for any of the following crimes shall be reviewed by the Transdev for suitability for employment on a case-by-case basis, giving consideration to the date and nature of the conviction, the age of the individual at the time of conviction, and the relationship of the crime to the duties of the applied for position.:

- a. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation and prohibited sexual acts,
- b. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, elder abuse, kidnapping, mayhem, false imprisonment, extortion, carrying or use of a deadly weapon, and similar offenses, and,
- c. Crimes involving the operation of a motor vehicle while under the influence of alcohol or controlled substances within the last three years.

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

APPENDIX A ATTACHMENT 3

REPORTING REQUIREMENTS

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

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

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

Weekly Information

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

Monthly Information

Service Statistics:

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

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

Vehicle Operations and Maintenance Statistics:

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

Telephone Statistics:

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

Employee Reports:

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

APPENDIX A

ATTACHMENT 4

CUSTOMER OPERATING STANDARDS

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

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

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

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

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

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

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

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

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

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

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

10. **Missed Trips.** The Transit Division shall complete a minimum of 100 percent of all trips reserved and scheduled. A missed trip is a trip performed 60 minutes or more late, or not performed at all. A trip will not be considered “missed” in cases where the Rider was ready and available to travel within the 20-minute on-time window, but the vehicle was not present during that window of time; and when the vehicle finally arrived, the Rider could not be located. In this instance, the vehicle will be considered “very late.”
11. **Reservations.** Staff shall be available from 7AM to 6PM every day, including holidays and weekends, to accept reservations. Reservations can be made up to seven days in advance and must be received by 6PM the day before the requested trip. Reservations may be negotiate a pick up time one hour before to one hour after the requested pick up time. Upon completion of scheduling the reservation, reservationists shall repeat the scheduled pick up time, pick up and drop off location.
12. **TripInfo (IVR Calls).** Broker and Transit Division Staff shall ensure that the TripInfo calls are delivered when requested by the Rider during reservations. At least two types of TripInfo calls shall be available for SF Access Riders:
 - a. **Trip Reminder:** Calls are made the evening before the scheduled trip between the hours of 6:00 pm and 9:00 pm.
 - b. **Van Arrival Update:** Calls are always made 10 minutes before the Rider’s promised pick-up time on the day of their trip.

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

APPENDIX B

CALCULATION OF CHARGES

BUDGET SUMMARY: FY 2017 – FY 2021

Broker

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

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

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

Grand Totals

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

Notes:

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

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

Broker

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

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

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

Grand Totals

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

Notes:

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

* Option years that may be exercised by SFMTA

BROKER: FY 2017 – FY 2021

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

Notes:

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

TRANSIT DIVISION (TD): FY 2017 – FY 2021

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

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

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

Notes:

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

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

BROKER: OPTION YEARS (FY 2022 – FY 2026)

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

Notes:

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

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

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

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

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

Notes:

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

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

APPENDIX C
TRAPEZE SOFTWARE AGREEMENT

APPENDIX D

FTA REQUIREMENTS FOR PERSONAL SERVICES CONTRACTS

I. DEFINITIONS

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

II. FEDERAL CHANGES

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

III. ACCESS TO RECORDS

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

IV. DEBARMENT AND SUSPENSION

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

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

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

VI. CIVIL RIGHTS

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

B. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

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

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

VII. DBE/SBE ASSURANCES

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

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

VIII. LOBBYING

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

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

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

X. ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

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

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

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

XIII. PRIVACY

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

XIV. DRUG AND ALCOHOL TESTING

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

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

See Agreement Terms and Conditions.

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

See Agreement Terms and Conditions.

XVII. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

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

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

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

XVIII. FLY AMERICA

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

XIX. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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

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

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

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

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

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

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

XXII. TEXTING WHILE DRIVING; DISTRACTED DRIVING

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

XXIII. SEAT BELT USE

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

EXHIBIT E

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

SBE REQUIREMENTS

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

I. POLICY

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

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

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

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

A. Applicability

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

B. Objectives

The objectives of this program are to:

1. Remove barriers to SBE participation in the bidding, award and administration of SFMTA contracts;
2. Assist SBEs to develop and compete successfully outside of the Program;
3. Ensure that the Program is narrowly tailored in accordance with 49 C.F.R. Part 26;
4. Ensure that only SBEs meeting the eligibility requirements are allowed to participate as SBEs;
5. Identify business enterprises that are qualified as SBEs and are qualified to provide SFMTA with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;
6. Develop communications programs and procedures which will acquaint prospective SBEs with SFMTA's contract procedures, activities and requirements and allow SBEs to provide SFMTA with feedback on existing barriers to participation and effective procedures to eliminate those barriers; and
7. Administer the Program in close coordination with the various divisions within SFMTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

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

D. Prohibited Discrimination

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

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

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

II. DEFINITIONS

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

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

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

A goal of 30 percent SBE participation has been established for this contract. This SBE goal will apply to the following types of contracts or scope of work in the contract: Construction – Building, Heavy; Construction-Dredging and Surface Cleanup; Construction (specialty trades); General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture & Engineering services (to include professional and technical services); Surveying and Mapping; Drafting (Design Services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (Construction); Merchant Wholesalers, Durable Goods; Public Relations; and Telecommunications.

B. Determining the Amount of SBE Participation

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

1. SBE Participation

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

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

2. Function

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

3. Determining the amount of SBE Participation

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

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

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

a. SBE Prime Contractor

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

b. SBE Subcontractor

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

and supplies obtained for the work (except for materials and supplies purchased or leased from the Prime Contractor) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subcontractor to another firm as SBE participation by said SBE subcontractor. If the work has been subcontracted to another SBE, it will be counted as SBE participation by that other SBE.

c. SBE Joint Venture Partner

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

d. SBE Regular Dealer

Count 60 percent of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly bought, kept in stock and sold or leased to the public in the usual course of business (except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place of business). This applies whether an SBE is a prime contractor or subcontractor.

e. Other SBEs

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

C. Submission of Certification for SBEs

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

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

D. Contract Assurances

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

E. Use of SBE Firms

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

F. Substitution of Subconsultants and Suppliers

The Consultant shall not terminate an SBE subconsultant or supplier for convenience and then perform the work with its own forces. Before requesting the termination and/or substitution of an SBE subconsultant, the Consultant must give notice in writing to the SBE subconsultant, with a copy to CCO, of its intent to request to terminate and/or substitute, and the reason for the request. The Consultant must give the SBE five days to respond to the notice and advise CCO and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Consultant's request should not be approved. CCO must approve the request in writing in order for the substitution to be valid. The substitution may also have to be approved by the SFMTA Board of Directors.

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

G. Addition of Subconsultants and Suppliers

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

H. Prompt Payment to Subcontractors

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

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

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

IV. MONITORING AND COMPLIANCE

A. SBE Records; Reporting Requirements

The Contractor shall maintain records of all SBE participation in the performance of the contract including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs.

The Contractor shall submit SBE participation reports to SFMTA on a monthly basis, or as otherwise directed by the CCO. The reports shall identify the name and address of each SBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to each SBE. Within thirty (30) days of completion of the contract, or as otherwise directed by the CCO, the Contractor shall submit a final summary SBE report to the CCO.

B. Noncompliance; Administrative Remedies

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

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

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

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APPENDIX F INCENTIVE/DISINCENTIVE PLAN

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

Section I: Transdev Broker Administrative Functions

	Activity/Standard	Incentive (for achieving or exceeding goal)
1	SF Paratransit Goals/Performance Measures - Complaints: less than two per 1000 trips, for each Mode - Telephone Call Wait Time: over 95% of all calls to the Broker's Office during business hours answered by a live person within 45 seconds	- Complaints: \$2,500 per quarter - Call Wait Time: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey. This will be measured based on the survey response to the following questions and will be weighed as followed: - Overall Rating Of Satisfaction With Services (50%) - Overall Rating Of Satisfaction with the Broker Services (50%) Note: Customers that answer “Don’t Know” will not be included in the calculation.	- For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. - For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. - If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.
3	Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of five trips per month for six months	\$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
4	Cost Savings – SFMTA will provide an Incentive for any quarter in which the combined per trip costs for all services is less than the Base Rate per trip. The Base Rate will be recalculated annually using actual data for the previous year. This would be assessed twice per year for a six month period.	- If the average per trip cost decreases by at least \$0.25 per trip, \$2,000 shall be paid - If the average per trip cost decreases by at least \$0.50 per trip, \$4,000 shall be paid - If the average per trip cost decreases by at least \$0.75 per trip, \$6,000 shall be paid - If the average per trip cost decreases by at least \$1.00 per trip, \$8,000 shall be paid

	Activity/Standard	Disincentive
5	Telephone Call Wait Time – over 85% of all calls to the Broker’s Office during business hours shall be answered by a live person within 45 seconds.	• \$30 assessed per verified complaint for all calls answered below 80% threshold, determined on a monthly basis
6	Language Capacity (language capability in Spanish, Chinese (Cantonese and Mandarin) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker’s employment, the Broker must replace the employee with an equally fluent individual within three weeks’ time.	• For failure to replace such an employee, \$250 assessed per business day for each day beyond the three-week period
7	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	• \$250 assessed for each session/workshop conducted by Broker under 20 sessions a year.
8	ADA Eligibility Process	• \$250 assessed per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
9	Customer Service	• \$100 assessed for each complaint against the Broker (verified to be legitimate) over a total of five verified complaints a month
10	Processing of Complaints	• \$100 assessed per occurrence for any complaint that is not responded to within 14 days.

Section II: Transdev Transit Division

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

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

	Activity/Standard	Incentive
1	SF Paratransit Goals/Performance Measures - SF Access On-Time Reliability and Productivity Goal: at or above 90% OTP and productivity of at least 1.45 trips per revenue hour on SF Access. - Safety goal: accidents/injuries: less than one Reportable Incident (as defined by the National Transit Database program in Form S&S-40) per 100,000 miles systemwide	- On-Time Reliability: \$1,000 per month - Safety Goal: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction with SF Access, as measured by an annual independent customer satisfaction survey. This will be measured based on the survey response to the following questions and will be weighed as followed: Rating of the Quality of Service on Surveyed Trip (SF Access only) (100%)	- For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. - For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. - If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.
	Activity	Disincentive
3	Failure to properly secure a wheelchair, scooter or similar device (see Customer Operating Standards, Paragraph 5)	\$1,000 per occurrence
4	Failure to report a FTA Reportable Incident within two hours (see Reporting Requirements, Paragraph 1)	\$500 per occurrence
5	Failure to provide a complete, written accident report within 24 hours of occurrence for all FTA reportable incidents (see Reporting Requirements, Paragraph 1)	\$250 per occurrence
6	Missed trip (failure to pick up, or more than 60 minutes late from the promised pick-up time) (see Customer Operating Standards, Paragraph 10)	\$200 per occurrence
7	Schedule change without rider notification and agreement (see Customer Operating Standards, Paragraph 6a)	\$250 per occurrence

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