

File No. 220989

Committee Item No. 3

Board Item No. 26

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date October 26, 2022

Board of Supervisors Meeting

Date November 1, 2022

Cmte Board

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

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Airport Commission Resolution No. 22-0136 9/6/2022</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Original Executed Contract 9254 10/9/2012</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Contract Modifications 1-9</u> |
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Completed by: Brent Jalipa

Date October 21, 2022

Completed by: Brent Jalipa

Date October 27, 2022

1 [Airport Professional Services Agreement - SFO Hotel Shuttle, Inc. - Airport Shuttle Bus
2 Services - Not to Exceed \$72,612,418]

3 **Resolution approving a Professional Services Agreement for Airport Contract No.**
4 **50303 to provide shuttle bus services at the San Francisco International Airport**
5 **(Airport), between SFO Hotel Shuttle, Inc., and the City and County of San Francisco,**
6 **acting by and through its Airport Commission, in an amount not to exceed \$72,612,418**
7 **for a period of five years to commence upon Board of Supervisors approval, pursuant**
8 **to Charter, Section 9.118(b).**

9

10 WHEREAS, The Airport wishes to continue to provide scheduled shuttle bus service
11 at the Airport for air passengers and Airport employees, serving the Airport campus, long-
12 term parking lots, and other locations; and

13 WHEREAS, The existing contract with SFO Hotel Shuttle, Inc. will expire on
14 December 31, 2022; and

15 WHEREAS, In addition to current shuttle bus service, which includes two regular
16 routes from terminals to remote parking and which is free to employees and members of
17 the public, the proposed contract includes the option for the Airport to expand service by
18 adding services and routes, including new routes connecting the Airport to other locations
19 in the San Francisco Bay region for which the operator would collect passenger fares on
20 behalf of the Airport; and

21 WHEREAS, On December 21, 2021, by Resolution No. 21-0245, the Airport
22 Commission authorized issuance of a Request for Proposals (RFP) for Shuttle Bus
23 Services for San Francisco International Airport, as well as entry into contract negotiations
24 with the highest-ranking firm; and

25 WHEREAS, On April 20, 2022, the Airport received four proposals, all of which were

1 deemed responsive to the RFP; and

2 WHEREAS, A three-member evaluation panel reviewed and scored the proposals
3 and interviewed the proposers; and

4 WHEREAS, Based on the scoring of the proposals, interviews, and cost proposals
5 according to the terms of the RFP, SFO Hotel Shuttle, Inc., was evaluated to be the
6 highest-ranked proposer and meets all of the requirements to be awarded this contract; and

7 WHEREAS, Airport Staff successfully negotiated the scope of services, contract
8 terms and conditions, and the contract price elements with SFO Hotel Shuttle, Inc., and
9 recommends that it be awarded this contract; and

10 WHEREAS, On September 6, 2022, pursuant to Resolution No. 22-0136, the Airport
11 Commission awarded the Professional Services Agreement, to provide airport shuttle bus
12 services to SFO Hotel Shuttle, Inc., for a five-year term, in a not to exceed amount of
13 \$72,612,418; and

14 WHEREAS, If approved, the Airport will terminate the current Contract to be
15 effective concurrently with the effective date for the new Contract, to avoid any overlap in
16 service.

17 WHEREAS, San Francisco Charter, Section 9.118(b), provides that the agreements
18 entered into by the Airport Commission requiring anticipated expenditures by the City and
19 County in excess of ten million dollars are subject to approval by the Board of Supervisors by
20 Resolution; and

21 WHEREAS, The original contract is on file with the Clerk of the Board of Supervisors in
22 File No. 220989, which is hereby declared to be a part of this Resolution as if set forth fully
23 herein; now, therefore, be it

24 RESOLVED, That the Board of Supervisors hereby approves the Professional Services
25 Agreement for Airport Contract No. 50303 to provide airport shuttle bus services between

1 SFO Hotel Shuttle, Inc. and the City and County of San Francisco, acting by and through its
2 Airport Commission, for a five-year term, at a not to exceed amount of \$72,612,418; copies of
3 which are contained in Board of Supervisors' File No. 220989; and, be it

4 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
5 by all parties, the Airport Commission shall provide the final contract to the Clerk of the Board
6 for inclusion into the official file.

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<p>Item 3 File 22-0989</p>	<p>Department: San Francisco International Airport (Airport)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve a shuttle bus services contract between San Francisco International Airport (Airport) and SFO Hotel Shuttle, Inc. for a term of five years, from approximately December 2022 through November 2027, and an amount not to exceed \$72,612,418. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The Airport provides free employee shuttle bus service to various locations, which have included the Long Term and Employee Parking Garages/Lots, remote airfield operations locations, as-needed emergency busing during AirTrain outages, and regional transit connections. In March 2022, the Airport issued a Request for Proposals (RFP) for shuttle bus services. SFO Hotel Shuttle, the existing shuttle provider, was deemed the highest scoring responsive and responsible proposer and was awarded a contract. • Under the proposed contract, SFO Hotel Shuttle would continue to provide service to the West Field Garage and Lot D, which is generally only available to employees, as well as service to Hayward and Castro Valley, which began in September 2022 but would begin charging a fare under the new contract. SFO Hotel Shuttle would continue to provide as-needed service for AirTrain outages, which have become more frequent. The Airport anticipates that airfield busing would resume in 2024. Finally, the Airport is considering establishing new routes to Solano County, western San Francisco, and to cover overnight BART routes. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed contract would have a total amount not to exceed \$72,612,418 over the five-year term. The Airport anticipates that SFO Hotel Shuttle will initially employ approximately 92 full-time equivalent (FTE) employees. • Projected 2023 contract expenditures are estimated using the average monthly bill from March 2021 through April 2022, as well as cost estimates for the Hayward-Castro Valley line, a 10 percent contingency, and startup costs for new routes. Using the 2023 cost estimate of \$12,304,237 and three percent annual escalation, as well as estimates for airfield busing service, the Airport estimates the total not-to-exceed amount of \$72,612,418 over five years. • Establishing new service to Solano County, western San Francisco, or covering overnight BART routes may require an increase in the not to exceed amount. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The San Francisco International Airport (Airport) provides free shuttle bus service to various locations, which have included the Long Term and Employee Parking Garages/Lots, remote airfield operations locations, as-needed emergency busing during AirTrain outages, and regional transit connections. Routes change occasionally based on the Airport’s assessed needs.

SFO Hotel Shuttle has an existing contract with the Airport to provide shuttle bus services for a not-to-exceed amount of \$116,181,617 and a 10-year term ending December 31, 2022. The most recent amendment to that contract approved by the Board of Supervisors included a term through June 2022, however the Airport later extended the agreement through December 2022 without increasing the not to exceed amount. According to Airport staff, pandemic-induced route changes and contractor vacancies allowed for funding the extension without increasing the not to exceed amount.

Selection Process

In March 2022, the Airport issued a Request for Proposals (RFP) for shuttle bus services. In April 2022, the Airport received four proposals, and a three-member evaluation panel scored them, as shown in Exhibit 1 below.¹

Exhibit 1: Proposals and Scores from RFP

Proposer	Score (out of 500)
SFO Hotel Shuttle, Inc.	437.00
SP Plus Transportation	408.01
Storer Transit Systems	394.96
ABM Aviation, Inc.	287.48

Source: Staff memo to Airport Commission

SFO Hotel Shuttle, Inc., the existing shuttle provider, was deemed the highest scoring responsive and responsible proposer and was awarded a contract. In September 2022, the Airport Commission awarded a contract to SFO Hotel Shuttle, Inc.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a shuttle bus services contract between the Airport and SFO Hotel Shuttle for a term of five years, from approximately December 2022 through

¹ The evaluation panel consisted of a Port of Oakland Airport Parking Operations Superintendent, a San Francisco Municipal Transportation Agency (SFMTA) Performance and Analytics Manager, and an SFO Aviation Planner.

November 2027, and an amount not to exceed \$72,612,418. Consistent with the RFP, the proposed contract does not include any options to extend the term. The Airport's current contract with SFO Hotel Shuttle expires December 31, 2022, but would be terminated after approval of the proposed new contract.

Under the proposed contract, SFO Hotel Shuttle would initially provide service on the following routes:

1. Lot D to and from the terminals: service every 2-8 minutes;
2. West Field Garage to and from the terminals: service every 5-10 minutes; and
3. Hayward and Castro Valley BART stations to and from the terminals: service every 30 minutes most of the day and infrequently overnight.

The Lot D and West Field Garage lines provide free service, which is generally only available to employees who work at the Airport. The Hayward and Castro Valley line began free service in September 2022 but would begin charging a fare once the new contract takes effect, which would partially offset the cost of this service.² Service may be available either only to Airport employees or to both employees and travelers. The Airport may add or remove routes throughout the contract term.

AirTrain Outages and Airfield Busing

Under the proposed contract, SFO Hotel Shuttle would continue to provide as-needed service for AirTrain outages. According to Seth Morgan, Airport Senior Transportation Planner, AirTrain outages have become more frequent as air travel has increased in recent months and the system ages and expands. Airfield busing service was suspended due to the COVID-19 pandemic, but the Airport anticipates that it will resume in 2024 and has accounted for this service in the contract budget.

Expanded Shuttle Services for Airport Employees

In December 2020, Nelson Nygaard Consulting issued a study for the Airport analyzing employee commute patterns and strategies to address employee commute challenges, such as long commutes and shift start or end times that do not align with public transit service schedules. According to the study, many Airport employers experience hiring challenges and high turnover rates, and Airport employees live increasingly far from the Airport. The study considered five potential shuttle routes and concluded that the Hayward and Castro Valley line would have the highest ridership and the lowest cost per passenger to operate. According to Airport Senior Transportation Planner Morgan, the Airport is considering adding shuttle service to Solano County in 2023, as well as service to western San Francisco and overnight BART replacement service at some point during the contract term.

Contract Performance

The existing contract requires SFO Hotel Shuttle to submit daily reports detailing any bus breakdowns, non-operational routes, passengers left behind at bus stops, and customer

² Under the existing contract, SFO Hotel Shuttle, Inc. cannot charge fares for service.

complaints. The Airport does not conduct a formal performance evaluation but reports the contractor is performing satisfactorily and the Budget and Legislative Analyst has reviewed a sample of daily reports going back to June 2022. The new contract requires similar data collection and daily reporting. An on-time rate below 70 percent would be potential grounds for termination as non-performance.

FISCAL IMPACT

The proposed contract would have a total amount not to exceed \$72,612,418 over the five-year term. The Airport anticipates that SFO Hotel Shuttle will initially employ approximately 92 full-time equivalent (FTE) employees.³ Projected 2023 contract expenditures are estimated using the average monthly bill from March 2021 through April 2022, as well as cost estimates for the Hayward-Castro Valley line, a 10 percent contingency, and startup costs for new routes, as shown in Exhibit 2 below.

Exhibit 2: Estimated 2023 Contract Costs

Average Monthly Bill (March 2021 – April 2022)	\$796,666
Hayward/Castro Valley Monthly Subsidy ⁴	80,545
Estimated Monthly Cost	877,211
Estimated Annual Cost	\$10,526,531
Contingency (10%)	1,052,653
New Bus Routes Start-Up Costs	725,053
Total Estimated Cost	\$12,304,237

Source: Airport

Like the current contract with SFO Shuttle, under the proposed contract, the Airport will reimburse the contractor for direct labor costs and other reimbursable costs (such as training costs and cleaning supplies costs), and pay the contractor a fixed monthly management fee of \$77,472.⁵ The Airport will provide lots to store buses and other vehicles when they are not in service. According to Senior Transportation Planner Morgan, the new bus routes start-up costs represent approximately three months of free service for a new route as an incentive for employees to try the service. For the potential Solano County line, the cost may include renting a parking lot for park and ride service and a larger coach bus. The Airport requests including this in the baseline annual costs for future years because costs for operating new routes beyond three months, and potential subsidies to do so, have not been determined. Using the 2023 cost estimate of \$12,304,237 and three percent annual escalation, as well as estimates for airfield busing service, the Airport estimates the total not-to-exceed amount of \$72,612,418, as shown in Exhibit 3 below.

³ The positions are 81 Drivers, four Mechanics, one Mechanic-Foreman, two Cleaners, and four Supervisors.
⁴ According to Ricardo Valle, Airport Principal Administrative Analyst, SFO Hotel Shuttle would collect fares from passengers and deduct this revenue from its invoices. The estimated annual subsidy is the amount the Airport projects to spend on the route, net of fares. Fare revenue would be collected by a software application procured by the contractor, but the Airport retains the right of approval, and will not approve a package which does not incorporate a data auditing feature accessible to Airport staff.
⁵ The monthly management fee would decline from \$107,346 under the current contract because certain expenses that had been included would now be directly reimbursed.

Exhibit 3: Estimated Annual Contract Costs

Year	Baseline Cost	Airfield Busing ⁶	Total Cost
Year 1 (2023)	\$12,304,237	-	\$12,304,237
Year 2 (2024)	12,669,698	1,752,000	14,421,698
Year 3 (2025)	13,046,013	1,804,038	14,850,051
Year 4 (2026)	13,433,506	1,857,621	15,291,127
Year 5 (2027)	13,832,508	1,912,797	15,745,304
Total	\$65,285,962	\$7,326,456	\$72,612,418

Source: Airport

According to Airport staff, once sufficient data from the pilot Hayward/Castro Valley route is available to project precise operating costs for FY 2022-24, funding will be made available to completely cover this essential Airport service.

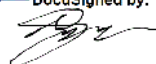
Additional Shuttle Service

According to Senior Transportation Planner Morgan, Solano County shuttle service has been of particular interest to airlines and other Airport-based businesses as a recruitment and retention tool due to the lower cost of housing there. The Airport is exploring partnerships with its private employers to potentially help offset the cost of Solano County service. Establishing this route, or routes to western San Francisco, or that cover overnight BART routes may require an increase in the not to exceed amount.

RECOMMENDATION

Approve the proposed resolution.

⁶ According to Senior Transportation Planner Morgan, airfield busing service requires a Spotter in each bus to look out for aircrafts under the Airport’s safety protocols. The estimated cost of \$150 per hour for airfield service includes the Driver, Spotter, and additional maintenance and overhead costs. This projection estimates that airfield service would run 16 hours per day with two buses, 365 days per year.

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

**Agreement between the City and County of San Francisco and
 SFO Hotel Shuttle, Inc.
 Contract No. 50303**

This Agreement is made this 6th day of September 2022, in the City and County of San Francisco, State of California, by and between: SFO Hotel Shuttle, Inc. 615 Dado Street, San Jose, CA 95131 (the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

Recitals

- A. The Commission wishes to provide for the management and operation of scheduled shuttle bus service for the San Francisco International Airport (the “Airport”); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On March 7, 2022, the Commission issued a Request for Proposals (“RFP”) procured as required by San Francisco Administrative Code (“Administrative Code”) Section 21.1 through RFP 50303 Shuttle Bus Service for SFO, and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On September 6, 2022, by Resolution No. 22-0136, the Commission awarded this Agreement to the Contractor for a term of five (5) years and a not-to-exceed amount of \$72,612,418; and
- E. On _____, by Resolution No. _____, the San Francisco Board of Supervisors (“BOS”) approved the Agreement under San Francisco Charter Section 9.118; and
- F. The City has approved the contracting-out of the services under this Agreement upon the certification of the Controller that the services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels, see BOS Resolution No. 279-22, adopted June 7, 2022; and
- G. The Contractor represents and warrants that it is qualified to perform the Services required by City under this Agreement; and

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

1.5 Confidential Information

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

1.5.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Agreement.

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

1.6 “Contractor” means SFO Hotel Shuttle, Inc. 615 Dado Street, San Jose, CA 95131.

1.7 “Deliverables” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement,

including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

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

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

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.12 “Effective Date” means the date upon which the Airport issues a Notice to Proceed once the Agreement has been fully approved and executed.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and shall expire five years thereafter, unless earlier terminated as otherwise provided in this Agreement.

Article 3 Financial Matters

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

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

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

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seventy-Two Million, Six Hundred and Twelve Thousand, Four Hundred and Eighteen Dollars (\$72,612,418). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

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

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

3.3.5 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from (1) the delivery of goods and/or the rendering of Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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

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

3.3.6 **LBE Payment and Utilization Tracking System.** – Not applicable.

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

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

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

3.3.8 Grant Funded Contracts. – Not Applicable

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

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

3.6 Payment of Prevailing Wages

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Administrative Code Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, “Covered Services”). The provisions of Administrative Code Sections 6.22(e) and 21C are incorporated as provisions of this Agreement as if fully set forth in this Agreement and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement, as applicable. For trade work covered by the provisions of Administrative Code Section 21C, Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and

determined by the BOS, to all workers employed by Contractor who perform such Covered Services under this Agreement. Copies of such rates are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <https://sfgov.org/olse/prevailing-wage-non-construction> . For trade work covered by the provisions of Administrative Code Section 6.22(e), Contractor agrees that it shall pay not less than the prevailing wage rates as fixed and determined by the California Department of Industrial Relations for the County of San Mateo to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of such rates are available from the OLSE and on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor further agrees as follows:

3.6.3 Subcontract Requirements. As required by Administrative Code Section 6.22(e)(5), Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that such subcontractor shall pay to all persons performing labor in connection with Covered Services under such subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the BOS for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Administrative Code Section 6.22 are to be performed.

3.6.5 Payroll Records. As required by Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, such worker’s classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared under Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Administrative Code Section 6.22(e)(7). Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the

Charter and Administrative Code Chapter 6; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and designees of the Labor Standards Enforcement Officer, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as the Labor Standards Enforcement Officer reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as specified in this Agreement, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay such wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of such forfeiture.

3.7 Apprentices

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 3.6.1 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and California Labor Code Section 1777.5) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of California Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in California Labor Code Section 1777.7. The interpretation and enforcement of California Labor Code Section 1777.5 shall be consistent with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under California Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

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

4.2 Personnel

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

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of Airport Operations Bulletin (AOB) 21-11, "Update to Vaccination Requirement for On-Site Personnel" which can be found here: <https://sfoconnect.com/airport-operations-bulletins>.

(b) In accordance with AOB 21-11, or any superseding AOB on the same subject, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the AOB and insure all on-site personnel are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants an employee an exemption, the Contractor must establish a protocol for COVID-19 testing and reporting, and comply with all other requirements of the AOB.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" and Article 13 "Data and Security" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the following subcontractors:

Optibus Ltd.

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

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

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

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status under this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of One Hundred and Sixty Seven Dollars (\$167.00) per driver hour not operated (whether this is due to labor, maintenance or other non-performance) beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

Article 5 Insurance and Indemnity

5.1 Insurance.

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

(a) Commercial General Liability Insurance with limits not less than Two Million Dollars (**\$2,000,000**) each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than Ten Million Dollars (**\$10,000,000**) each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (**\$1,000,000**) each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for 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 **\$2,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or

lack of the requisite skill required for the performance of Services defined in the Agreement and shall also provide coverage for the following risks:

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

(ii) 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) Cyber and Privacy Insurance with limits of not less than Five Million Dollars (**\$5,000,000**) per claim. Such insurance shall include coverage for 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.

(g) Pollution Liability Insurance- **Not applicable.**

5.1.2 **Additional Insured Endorsements.**

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

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

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation Endorsements.**

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

5.1.4 **Primary Insurance Endorsements.**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Not applicable.

5.1.5 Other Insurance Requirements.

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

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

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

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

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

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

(g) All insurance required by the Contractor shall be pursuant to policies in form and substance and issued by companies satisfactory to City and City's City Attorney. City may, upon reasonable notice and reasonable grounds increase or change the required insurance hereunder, in which event the Contractor shall obtain such required insurance.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (a) injury to or death of a person, including employees of City or Contractor; (b) loss of or damage to property; (c) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (d) strict liability imposed by any law or regulation; or (e) losses arising from Contractor's execution of subcontracts not consistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (a) – (e) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or

others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless

the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Under San Francisco Business and Tax Regulations Code Section 6.10-2, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or

expenses excluded under the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	--	--

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default is not cured within ten days after written notice of such default from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure,

with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor under the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

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

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

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

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

8.4.1 This Section 8.4 and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	12.9.7	Hazardous Materials
8.2.2	Exercise of Default Remedies	Article 13	Data and Security
9.1	Ownership of Results	--	--

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. Contractor shall peacefully vacate and surrender the premises.

8.4.3 In addition to the actions set forth in this Agreement which are to be taken by the parties upon the termination of this Agreement, upon the expiration or earlier termination of this Agreement, Contractor and City shall reasonably cooperate with each other to effect an orderly transition of management functions from Contractor to City, any transferee of City or to any other contractor designated by City for a period of up to one hundred eighty (180) days from the date of notice of such termination. Contractor shall deliver to City all books and records with respect to shuttle passenger fare collection and all contracts, agreements and other documents with respect to the shuttle service that are not Contractor's proprietary information or confidential employee personnel files not permitted by law to be released by Contractor to City, maintained by Contractor and that are in the custody and control of Contractor. Contractor shall, to the extent required by City, assign to City its interest (if any) in, and City shall assume and confirm in writing its continuing responsibility for all obligations and liabilities relating to, any and all contracts (including licenses, warranties, and leases) in effect with respect to the shuttle bus service as of the date of termination of this Agreement.

Article 9 Rights in Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

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

10.5 Nondiscrimination Requirements

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

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

10.6 Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable non-discrimination provisions of Administrative Code Chapter 14B (“Chapter 14B”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P (“Chapter 12P”) applies to this Agreement, Contractor shall pay covered employees no less than the minimum compensation required by Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Chapter 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q (“Chapter 12Q”) applies to this Agreement, Contractor shall comply with the requirements of Chapter 12Q. For

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

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

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

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).

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

10.12 Slavery Era Disclosure. – Not applicable.

10.13 **Working with Minors.** – Not applicable.

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Administrative Code Chapter 12T (“Chapter 12T”), “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth in this Agreement. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 **Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8 (“Chapter 8”), which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this Agreement which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 **Preservative Treated Wood Products.** – Not applicable.

Article 11 General Provisions

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

To City: Seth Morgan
Senior Transportation Planner, Landside Operations
San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128
Tel: 650-821-6526
Seth.morgan@flysfo.com

To Contractor: Jaspreet Singh
Assistant VP, Operations
SFO Hotel Shuttle Inc.
44533 S Grimmer Blvd.
Fremont, CA 95538
Tel: 415-915-9777
jsingh@hallcon.com

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

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

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

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

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

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, “Notices to Parties,” regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption

or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the Services consistent with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 20, 2022. The RFP and Contractor's proposal are incorporated by reference as though fully set forth in this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

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

Article 12 Requirements For Airport Contracts

12.1 Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>. Contractor acknowledges that the Worker Retention Policy appended to and made a part of the Rules and Regulations applies to this Agreement.

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

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

Contractor shall include in any subcontract with a Subcontractor performing services under any covered Contract, a provision requiring the Subcontractor performing services under any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If the Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, the Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport Director.

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

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

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

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

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

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

12.6.4 Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor

is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

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

12.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 –

12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;

- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).

12.7 **Quality Standards Program.** – Not applicable

12.8 **Airport Concession Disadvantaged Business Enterprise Requirements.** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations (CFR), part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR, part 23. Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR, part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

12.9 **Premises; Use of Premises.**

12.9.1 **Premises.** Commission shall provide Contractor with office space, which shall initially be located adjacent to the Shuttle Bus Maintenance Base, and with facilities for exclusive or shared use in performing bus maintenance, bus cleaning, and bus fueling, and to use as break room space (collectively, the “Premises”). This will include electric charging infrastructure for battery electric buses. Furnishings, including televisions, computers and related equipment, that are the property of the City shall be used strictly for the management and staffing of the Airport's Shuttle Bus Program as set forth in this Agreement. The furnishings shall be maintained in good working order throughout the term of this Agreement by Contractor. At all times, Contractor shall cause the Premises and its operations under this Agreement to comply with all applicable Laws (as defined below in Section 12.9.7). The Premises initially provided to Contractor under this Agreement is identified on Appendix D attached to this Agreement.

12.9.2 **Relocation, Expansion and Reduction.** At any time during the term of this Agreement, the City may require that the Contractor's Premises or any portion of the Premises be relocated on Airport property, or expand or reduce the amount or size of the Contractor's Premises or any portion of the Premises, as determined by the needs of the Airport. Any such relocation, expansion or reduction shall be undertaken by the City at City's expense. Any replacement Premises will be suitable for the Permitted Uses (as set forth in Section 12.9.3 below) and Contractor’s performance under this Agreement, in the City’s sole reasonable discretion. The City can issue an update to Appendix D from time to time to reflect new Premises provided to the Contractor without the need to enter into a modification to this Agreement.

12.9.3 Permitted Uses. Contractor shall use the Premises on a non-exclusive basis to perform management and administrative tasks required to operate the Airport's Shuttle Bus Program, as further set forth in Appendix A (the "Permitted Uses"). The Premises shall be used for no other service other than the Permitted Uses. Contractor shall not place or install any office equipment and/or furniture outside the boundaries of the Premises without the express written consent of Director or his designee. Contractor may install and operate necessary and appropriate signs for the operation of the shuttle bus service, subject to the approval of Director or his designee as to the number, size, height, location, color, and general type and design. Such approval shall be subject to revocation by Director or his designee at any time. The Contractor shall keep the Premises clean and neat at all times and perform basic upkeep and maintenance tasks and maintain inventories and order supplies as needed.

12.9.4 Prohibited Uses. The Premises shall not be used except strictly for the Permitted Uses. Contractor shall not do, or cause or permit anything to be done, in or about the Premises, or bring or keep anything thereon which will increase in any way the rate of fire insurance on the premises or any of its contents; or create a nuisance; or in any way obstruct or interfere with the rights of others on the Premises, or injure or annoy them; or commit or suffer to be committed any waste upon the Premises; or use or allow said Premises to be used, for any improper, immoral, unlawful or objectionable purposes. Contractor shall not display any advertising pamphlets, circulars, brochures, signs, or similar materials outside the designated office space(s) unless approved in writing by Director or his designee.

12.9.5 Alterations, Repair and Renovations. The City shall perform or provide for the performance of alterations, repairs, renovations, or other more substantial work needed at the Premises, such as structural repair or alterations to or installation of fixtures or systems such as HVAC systems (collectively, "Alterations"). If any Alterations are urgent and cannot be reasonably performed by the City on the necessary timeframe as determined by the City's contract manager, the City may request that the Contractor retain an outside vendor for the purpose of performing the work at the City's expense, subject to Contractor obtaining the necessary approvals of scope, plans and all required permits. Contractor shall not make or suffer to be made Alterations without the prior written consent of the City's contract manager. To the extent Contractor is authorized to make any Alterations in the Premises, all such Alterations must be performed in a competent and skilled manner, in compliance with the requirements of the Airport's TI Guide, the Airport Rules and Regulations, and all applicable Laws, City policies and any other instructions or requirements issued by the City's contract manager. Upon completion, all Alterations made by City or Contractor, including all structural construction, foundation, roof, HVAC, plumbing, electricity and similar equipment, shall vest in City.

12.9.6 Cessation of Use of Premises at End of Agreement Term. Upon the termination of this Agreement, Contractor shall cease its use of the Premises and all Alterations, additions and improvements thereto, and shall surrender the Premises in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. All Alterations and any other improvements installed in the Premises by Contractor (other than Contractor's trade fixtures), shall, without compensation to Contractor, then become City's property free and clear of all claims to or against them by Contractor or any third person. In the event that Contractor shall fail to remove its personal property, including trade fixtures, such personal property shall become City's property free and clear of all claims to or against them by Contractor or any third person. In such event, City shall not be responsible for any losses related to such personal property, and City may sell or otherwise dispose of such personal property at the sole cost and expense of Contractor.

12.9.7 Hazardous Materials.

(a) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

(i) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, protection of

human health and safety, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq.), and applicable and controlling federal or state court decisions.

(ii) “Hazardous Materials” shall mean (a) any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the air, water, soil or environment and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Laws or permits. “Hazardous Material” includes any material or substance identified, listed, or defined as a “hazardous substance,” “hazardous waste,” or “pollutant” or “contaminant” or term of similar import, or is otherwise regulated pursuant to Environmental Laws; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(iii) “Release” when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or any property or the environment, and includes any threat of Release to the extent regulated under Environmental Laws.

(iv) “Pre-Existing Condition” means the existence of any Hazardous Materials on the Premises immediately prior to the date upon which Contractor took possession of the Premises (which date shall be set forth in a written notice from the City contract manager to Contractor), including, without limitation, those conditions described in the reports listed in Appendix D attached hereto that are applicable to the Premises. A “Pre-Existing Condition” shall not include the existence of any Hazardous Materials caused or contributed to by the act or omission of Contractor or any Contractor Entity at any time.

(v) “Contractor Entity” means any officer, employee, affiliate, contractor, agent, licensee, or invitee of Permittee, and their successors and assigns.

(vi) “Laws” means all present and future federal, state and local laws, rules, regulations, and ordinances, as the same may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including those relating to (a) health and safety; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C.S. Sections 12101 et seq., the Air Carrier Access Act, 49 U.S.C. Section 41705 et seq., Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.), and Title 24 of the California Code of Regulations; and (c) Hazardous Materials.

(b) Contractor’s Covenants. Contractor covenants the following:

(i) Contractor and any Contractor Entity shall at all times and in all respects comply with all Environmental Laws and permits applicable to Contractor’s operations on the Airport. The Release of Hazardous Materials is strictly prohibited, except in compliance with Environmental Laws or permits issued pursuant to applicable Environmental Laws.

(ii) Neither Contractor nor any Contractor Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated, treated, managed, or disposed of in, on or about the Airport, or transported to or from the Airport, without the prior written consent of Director, which Director shall not unreasonably withhold as long as Contractor demonstrates to Director's reasonable satisfaction that such Hazardous Material is necessary or useful to Contractor's business and will be used, kept, and stored in a manner that complies with all Environmental Laws, the Airport Rules and Regulations, and all other Laws. At all times, Contractor shall ensure and certify that decontamination of the Premises and other City property and disposal of Hazardous Materials is in compliance with the foregoing and any relevant permits.

(iii) Contractor, at Contractor's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws and permits, any Release of Hazardous Materials on the Airport, including, but not limited to, any Release into soil or groundwater, which was caused or results in whole or in part from the activities of Contractor or any Contractor Entity, but excluding: (i) the disposal of Hazardous Materials through the Airport's sewage system so long as such disposal complies with all applicable Environmental Laws and any predischARGE treatment requirements issued by the City; or (ii) the portions of said Release that the Contractor demonstrates to the reasonable satisfaction of the City was caused exclusively by the City or City Entity. As used herein, the term "**City Entity**" shall mean City, Commission, its members, all officers, agents, and employees of each of them, and their successors and assigns.

(iv) In addition to any remedy provided in this Agreement, City, in its discretion, may after reasonable notice to Contractor (except that notice is not required for any Release that poses an imminent harm to the environment or other emergency situation), pay to have such Release investigated and remediated as required by applicable Environmental Laws, and Contractor shall reimburse City for its share of the documented costs within thirty (30) days of City's demand for payment if: (1) Contractor does not promptly commence investigation of any such Release; (2) Contractor does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws and permits; or (3) City determines that its performance of the investigation and/or remediation is needed to achieve the City's operational needs or construction objectives. The failure to commence investigation and provide City with a preliminary schedule for diligent pursuit of any required remediation within thirty (30) thirty days after (x) Contractor's discovery of such Release or (y) notice of such Release shall constitute prima facie evidence of failure to promptly commence investigation and remediation.

(c) Liability. In addition to any remedy provided in this Agreement, Contractor shall be solely and fully responsible and liable for costs, including without limitation costs of clean-up or other remedial activities, fines or penalties assessed directly against the Airport, attributable to (1) storage, use or disposal of Hazardous Materials on the Airport by Contractor or Contractor Entity; or (2) any Hazardous Material release or discharge which is caused or results from the activities of Contractor or any Contractor Entity; or (3) any Hazardous Material release or discharge which is caused or results from the activities of Contractor or any Contractor Entity.

(d) Environmental Indemnity. Contractor shall indemnify, defend, and hold harmless City and each City Entity from and against any and all Losses resulting or arising from: (1) a breach by Contractor of its obligations contained in the preceding Section 12.9.7(b) [Contractor's Covenants]; (2) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Contractor or any Contractor Entity or otherwise arising from Contractor's operations hereunder; or (3) the existence of any Hazardous Materials on the Premises, except to the extent that Permittee can demonstrate that such Hazardous Materials constitutes a Pre-Existing Condition and that Permittee or Permittee Entity did not exacerbate such Pre-Existing Condition.

(e) Environmental Audit. Upon reasonable notice, Director shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to Director, an

environmental audit or any other appropriate investigation of Contractor's operations for possible environmental contamination issues. Contractor shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Contractor is liable hereunder. Contractor will promptly correct any deficiencies associated with its compliance with this Agreement or Environmental Laws or permits as identified in the final audit report.

(f) Notice by Contractor. Contractor shall give City verbal and written notice of any unauthorized threatened Release of any Hazardous Material. Such report shall be made in conformance with those procedures established in the Airport Rules and Regulations and otherwise in accordance with all applicable Laws and this Agreement. Contractor shall immediately notify City in writing of: (a) pre existing condition of contamination; (b) any enforcement, clean up, removal or other government or regulatory action instituted, completed or threatened pursuant to any Environmental Laws; (c) any claim made or threatened by any person against Contractor or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (d) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials or pursuant to any Environmental Laws on or about the Premises. Contractor shall also supply to City as promptly as possible, and in any event within five (5) business days after Contractor first receives or sends the same, with copies of all claims, reports, complaints, notices or warnings of, and any other communications related to asserted violations relating in any way to the Premises or Contractor's use thereof.

(g) Stormwater. Notwithstanding any other provisions or terms of this Agreement, Contractor acknowledges that certain properties within the Airport are subject to federal and state stormwater rules and regulations. Contractor agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Contractor's use thereof.

(h) Contractor Obligations Upon Termination. Prior to the termination of this Agreement, and in addition to all other requirements under this Agreement and without limiting Contractor's indemnification obligations herein, Contractor shall:

(i) Remove any Hazardous Materials on or about the Premises except (i) to the extent Contractor demonstrates to the reasonable satisfaction of City that said Hazardous Material constitutes a Pre-Existing Condition and Contractor or Contractor Entity did not exacerbate said Pre-Existing Condition; or (ii) said Hazardous Material is addressed pursuant to Section 12.9.7(h)(ii) below. Moreover, Contractor shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws and permits, including without limitation conducting any environmental audits and/or site investigations as may be reasonably required by City to demonstrate such removal has been completed according to the terms of this Agreement.

(ii) With respect to any Release of Hazardous Materials on or about the Premises not removed pursuant to Section 12.9.7(h)(i) above and not subject to the exceptions therein, Contractor shall promptly investigate and remediate it in accordance with the requirements of all applicable Environmental Laws and permits ("Contractor's Remediation"). If Contractor's Remediation will leave Hazardous Materials at the Airport (including but not limited to in the soil or groundwater), prior to completion of Contractor's Remediation, Contractor shall: (i) obtain the City's written determination that such Hazardous Materials will not interfere with any reuse of City property reasonably contemplated or anticipated by City; (ii) provide the City with a plan for long-term care and surveillance of any such Hazardous Material; and (iii) provide the City with a written acknowledgement of responsibility and indemnification for any and all losses or disruption associated with such contamination. Contractor's full compliance with this 12.9.7(h) shall be a condition precedent to the City's return of the Deposit to Contractor, if any, or a final payment to Contractor upon termination or expiration of this Agreement.

(i) **Cumulative Remedies.** All remedies of the City as provided herein with regard to Hazardous Materials or any actual or threatened violations of any Environmental Laws and permits are deemed to be cumulative in nature. The City's right to indemnification as provided in this Section shall survive the expiration or early termination of this Agreement with respect to occurrences during the Term of this Agreement.

12.10 Operations.

12.10.1 **Day-to-Day Shuttle Bus Operations.** Contractor understands and agrees that its operation under this Agreement is a service benefiting airline passengers, Airport employees, and the users of the Airport, and that Contractor shall conduct its operation in a first-class, businesslike, efficient, courteous and accommodating manner. All of Contractor's employees shall be properly licensed. Drivers shall be professional, courteous, and responsive to the needs of passengers. Director or a designee of Director shall have the right to make objections to the character of the service rendered to the public, and the appearance and condition of the designated office space(s) or personnel. Contractor agrees to promptly discontinue or remedy any such objectionable practice. If Director or such designee is not satisfied with the performance of Contractor's service for any reason, Director or such designee shall so notify Contractor in writing. In such event, the parties shall discuss the problem(s) and shall use their best efforts to resolve any problems with Contractor's agents. Failure to maintain day-to-day shuttle operations in the manner described herein and in Appendix A shall be a material breach of this Agreement.

12.10.2 **Shuttle Bus Repair and Maintenance.** Contractor shall at all times maintain shuttle buses as more fully set forth in Appendix A, attached hereto. Failure to comply with the provisions of Appendix A shall be a material breach of this Agreement.

12.10.3 **Representative of Contractor.** Contractor shall at all reasonable times retain on Airport property at least one representative from its on-site management staff, authorized to represent and act for it in matters pertaining to its operation, and shall keep Director or a designee of Director informed in writing of the identity of each such person.

12.10.4 **Investigation Reports.** Contractor agrees that, as required by Director or a designee of Director, it will conduct an internal investigations and prepare a written reports of the quality of the service and operational techniques being used by Contractor. Contractor shall cause such investigation and observation to be made at such reasonable times and in the manner directed by Director or such designee, and shall deliver forthwith to Director or such designee a true and complete written copy of any such reports made by Contractor.

12.10.5 **Reservations by Director or a Designee.** Director or a designee of the Director shall have the right, without any obligation to do so, at any reasonable time and as often as it considers necessary (a) to inspect any of such premises; (b) to enter the premises to make ordinary repairs to Commission's property; and (c) in the event of an emergency, to take such action as may be required for the operation of emergency services and the protection of persons or property. Contractor shall provide Director or such designee with emergency access to the premises.

12.11 **Secured Guarantee.** Contractor guarantees the work of itself and all subcontractors, and covenants that the work shall be completed and operational consistent with the terms of this Agreement and all of its Appendices. Contractor shall secure its guarantee with a Letter of Credit in the amount of Three Million Dollars (\$3,000,000) to be maintained over the life of this Agreement. Should Contractor fail to perform the work as guaranteed, the full amount of the Letter of Credit shall be immediately paid to City.

12.12 **Worker Retention Policy.** Contractor shall comply with the Airport's Worker Retention Policy, which is an appendix to the Airport's Rules and Regulations.

Article 13 Data and Security

13.1 Nondisclosure of City Data, Private or Confidential Information.

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

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

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

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

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

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

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

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

13.2.6 **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.

13.3 **Business Associate Agreement.** – Not applicable.

13.4 Management of City Data and Confidential Information

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

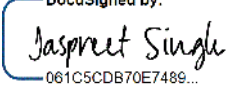
13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected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

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

Article 14 MacBride And Signature

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

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

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: _____ Ivar C. Satero, Airport Director</p> <p>Attest:</p> <p>By _____ Kantrice Ogletree, Secretary Airport Commission</p> <p>Resolution No: <u>22-0136</u></p> <p>Adopted on: <u>September 6, 2022</u></p> <p>Approved as to Form: David Chiu City Attorney</p> <p>By _____ Julie Veit Airport General Council</p>	<p>CONTRACTOR</p> <p>DocuSigned by:  061C5CDB70E7489... Authorized Signature</p> <p><u>Jaspreet Singh</u> Printed Name</p> <p><u>Assistant Vice President, Operations</u> Title</p> <p><u>SFO Hotel Shuttle, Inc.</u> Company Name</p> <p><u>0000011160</u> City Supplier Number</p> <p><u>44533 Hotel Shuttle Inc.</u> Address</p> <p><u>Fremont, CA. 95538</u> City, State, ZIP</p> <p><u>415-915-9777</u> Telephone Number</p> <p><u>68-0494097</u> Federal Employer ID Number</p>
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Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Shuttle Routes Information and Schedules
- D: Description of Premises
- E: Existing Equipment and Vehicles

Appendix A

Services to be provided by Contractor

I. Description of Services to be Provided

The following are work tasks assumed necessary to manage and operate shuttle bus services (the “SFO Shuttle Bus Service”) at, to and from San Francisco International Airport (the “Airport”). Contractor shall operate this shuttle bus service using facilities and vehicles provided by the Airport.

The Contractor will manage and operate SFO’s Shuttle Bus Service and provide all supplies, equipment, operating personnel, maintenance and repair, and all other labor and materials necessary or required for ongoing performance of the specified service. The Contractor will furnish drivers, supervisors, mechanics, dispatchers, and such other employees as may be necessary for the efficient operation of all of Contractor’s activities under the Agreement, and all such employees shall possess all valid permits, licenses, approvals, certificates, and training required by all applicable local, State of California, and federal laws and regulations. A complete description of the Airport’s current bus fleet, routes, and hours of operation are provided in Appendix E.

The Contractor will obtain all insurance, permits, franchises, approvals, licenses, certificates and other authorizations necessary to conduct and operate SFO’s Shuttle Bus Service. All such authorizations will be obtained and furnished by Contractor or its employees, as applicable. Contractor shall register all drivers in the California Department of Motor Vehicles’ Employer Pull Notice (EPN) Program.

1. Personnel

a. Staffing

Contractor shall require all its employees to complete the Airport badging process. The requirements and procedures for obtaining an Airport badge can be found at the following web address: <https://sfoconnect.com/badging-security>. All Contractor personnel shall be familiar with the Airport’s Rules and Regulations, as they may be amended from time to time as required in Section 12.1 Airport Commission Rules and Regulations.

Contractor shall provide sufficient staffing for all shifts including weekends and holidays to perform all scheduled runs and required supervisory and maintenance work. This may include standby shifts for operations such as on-airfield passenger busing, wherein drivers are paid to be available for as-needed work within a certain paid time window. Contractor shall maintain a sufficiently large extra board to cover all vacations, sick leave and other approved leaves. Contractor shall ensure that work is performed only by trained personnel in the employment of Contractor.

Contractor will be responsible for all aspects of staff management, including hiring and union negotiation (if applicable). To the extent the Contractor elects to employ drivers, managers, supervisors, and/or mechanics who are members of a labor union, it shall be the Contractor's sole responsibility to meet its obligations under any collective bargaining agreement with any union representing these personnel.

Contractor shall prepare written operational procedures that shall be available to the Airport at the Airport’s request. Contractor will comply with Airport’s reasonable requests regarding assignment of personnel, but all personnel will be employed and supervised by the Contractor. Personnel staffing shall include, at a minimum, the following:

1) Managers

The Contractor will designate a full-time General Manager to oversee the operation and finances of the shuttle service, as well as two Assistant General Managers. These three staff shall provide on-property management full time, and their schedules shall overlap such that at least one manager is on property from 7am until 7pm seven days per week, and at least one manager is available on-call 24/7 with a one-hour response time. Airport Duty Managers and other Airport personnel must be able to reach the manager on-call using one phone number which does not change. Managers shall respond to Airport requests and be able to take initiative to accomplish Airport goals without supervision from the Airport personnel. Management staff shall be able to handle incidents, manage personnel matters, respond appropriately to customer complaints, and address policy matters. Management staff shall ensure smooth operation of the maintenance operation. At least one Contractor management team member shall have expert knowledge of the scheduling software and any other software product specified in this Scope of Work. There shall also be at least one expertly trained backup for each software package. The expert and backup do not need to be the same person for all software packages. The General Manager will promptly report all operational and maintenance problems to designated Airport staff, including schedule adherence, accidents, passenger complaints, and results of California Highway Patrol (CHP) inspections.

2) Bus drivers (multiple classes if necessary)

The Contractor shall employ a team of experienced drivers and each such driver shall possess all of the certificates, permits, licenses, approvals and training required by all applicable local, state and federal laws and regulations to operate a shuttle bus on the applicable route. Drivers will be expected to assist elderly and disabled passengers, provide directions, provide other Airport information such as airline location information, and maintain a courteous, helpful, and professional demeanor at all times. Drivers may be asked to inspect passes or other fare media presented by boarding passengers, and/or other relevant credentials.

3) Supervisors

The Contractor shall maintain at least one accredited Dispatcher/Shift Supervisor on duty at the Airport 24/7. While on duty, Dispatchers/Shift Supervisors will devote full and exclusive time to expediting the shuttle bus operations as described in this Scope of Work. The Contractor will keep designated Airport staff informed in writing of the identity and telephone number of the Dispatchers/Shift Supervisors who can be contacted twenty-four hours per day, and who are authorized to represent and act for the Contractor in matters pertaining to the shuttle bus operation. Contractor shall correct any problems pertaining to Contractor's operation to the satisfaction of the Airport immediately upon written notice from the Airport to the Dispatcher or Shift Supervisor on duty.

4) Bus Cleaners

The Contractor shall hire cleaning staff who are well-trained and diligent.

5) Spotters (reserved for future implementation)

If requested in writing by the City, the Contractor shall hire staff whose explicit role will be to provide safety lookout services, particularly for on-airfield operations.

6) Customer Service Representatives (reserved for future implementation)

If requested in writing by the City, the Contractor shall hire staff whose explicit role is to answer customer questions, assist with loading and unloading luggage, and/or provide wayfinding guidance. These staff may also scan or check tickets.

7) Mechanics (multiple classes as necessary)

The Contractor shall have an experienced maintenance staff on-site and in sufficient quantity to service the Airport's shuttle bus fleet while maintaining continuous 24/7 shuttle service. Maintenance staff shall possess all certificates, licenses, permits, approvals, and training required by all applicable local, state and federal laws and regulations regarding driving, maintenance and repair of buses. At a minimum, the maintenance staff shall be fully capable of performing the following duties for all vehicles in the Airport's shuttle bus fleet:

- i. maintenance, repair, and overhaul of a variety of mechanical equipment.
- ii. engine maintenance, removal, repair, overhaul, installation, and tuning.
- iii. vehicle fuel systems maintenance, repair, overhaul, adjustment, installation, and calibration.
- iv. maintenance and installation of lighting circuits and auxiliary actuating circuits.
- v. maintenance, repair, overhaul, and adjustment of vehicle brake systems, vehicle cooling systems, vehicle chassis, wheel, and suspension systems.
- vi. safe and effective operation of shop equipment and machine tools.
- vii. troubleshooting equipment problems.
- viii. providing maintenance and repair service at the various locations served by SFO's Shuttle Bus Service, if necessary.
- ix. servicing and maintaining all-electric battery powered buses.
- x. servicing and maintaining diesel powered buses.
- xi. servicing and maintaining compressed natural gas-powered buses.
- xii. servicing and maintaining electric rapid-charging stations for all-electric battery powered buses.
- xiii. completing forms and keeping records of work performed, and time and materials used.
- xiv. performing related duties and responsibilities as assigned.

b. General Expectations of All SFO Shuttle Service Staff

Contractor staff shall:

- 1) Be well-trained, helpful, articulate, courteous and accurate.
- 2) Arrive at work in clean, polished, and new or appearing-like-new uniforms approved by the contract manager.
- 3) Provide guests and employees with accurate information regarding the Airport and bus destinations.
- 4) Provide immediate updates to contract manager and airport duty manager regarding any disruptions to shuttle operations.
- 5) Maintain safe and secure operations at all times.

c. Employee Uniforms

Contractor shall acquire, provide and, if necessary, regularly dry clean employee uniforms. All of the Contractor's employees shall be attired in a Commission-approved uniform prior to the start of each work shift. The Commission shall have the right to change or modify the uniform at any time at the Commission's expense with the Contractor making such changes effective within thirty (30) days' notice from the Commission.

The uniform shall be in precise SFO brand colors and include high quality detailing potentially including reflective safety strips, metallic detailing and/or badges and logos. Uniforms shall appear appealing and professional to customers. the Commission retains sole rights to approve the uniform design.

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

All on-duty personnel shall be equipped with an Airport-approved radio to communicate with other employees and supervisory personnel. The radio shall be considered an integral part of the uniform unless the employee is driving a vehicle or assisting with operating a vehicle equipped with a built-in radio.

d. Communications and Emergency Management

All on-duty employees shall be in immediate and constant radio contact with all other operating or supervisory personnel in their group. All employees shall be familiar with and trained on emergency procedures and their responsibilities in the event of an emergency, especially on the need to communicate immediately and fully with supporting departments such as emergency responders.

e. Background Checks and Security

Contractor shall require all its employees to pass a background investigation and security training test conducted by the Airport's Security Access Office in order to receive clearance for employment at the Airport and an Airport badge. The City may, upon written notice, require Contractor's employees to undergo additional background investigations that may be mandated by Federal Aviation Administration, Transportation Security Administration, or another State and/or Federal agency. The City may request Contractor to reassign or remove any employee at any time for improper activities including violating any of the Airport's Rules and Regulations, and Contractor shall promptly take such action.

f. Scheduling and Software

Contractor shall obtain all necessary licenses for and employ transit-specific vehicle and crew scheduling (runcutting) software comparable to HASTUS, Trapeze or Optibus and provide necessary expert-level training to its staff to ensure that the software is operated properly and staffing levels are sufficient and maximally efficient.

Contractor's team (whether on-site management staff, supporting staff from a central office, or a subcontractor) shall have an expert level of knowledge of runcutting software. For purposes of this requirement, an "expert level knowledge" is defined as a single lead staff member having successfully completed at least ten (10) full schedule runcuts for systems with at least

20 daily runs during the previous 5 years, or an equivalent combination of years and runcut complexity. For example, less than (10) full schedule runcuts may be accepted if done with correspondingly more than 20 daily runs. At the start of this Agreement and any time Contractor proposes a change to its staff member with an expert level of knowledge of runcutting software, Contractor shall provide the City with efficiency metrics of Contractor's choice for this lead staff member's or subcontractor's previous runcuts. This staff member or subcontractor shall be available to conduct a full runcut of the Commission's requested schedule up to three times per calendar year. This management function is not a reimbursable expense. The licensing fee for the software itself is a reimbursable expense but must be approved by the Commission.

Contractor will use modern and efficient payroll and timekeeping/paystub software. Contractor shall adjust flexibly to Airport bus needs, including rapid changes to the regular schedule and planned and unplanned service for unusual circumstances such as construction, AirTrain failures or other emergencies.

g. Reimbursement

Contractor shall pay all costs of the SFO Shuttle Bus Service operation, including wages and benefits of SFO Shuttle Bus Service personnel. The Commission will pay Contractor a management fee and will reimburse Contractor for certain labor costs and certain direct costs, as more fully described in Appendix B.

h. Training Program

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

Training shall include, but is not limited to:

- 1) Airport's layout, including roadways, parking zones, amenity locations and airline locations.
- 2) Key routes to and from the Airport which may be needed for planned or unplanned off-campus bus transportation.
- 3) Knowledge of the standard operating procedures, including bus fueling, emergency shut off, and other vehicle-specific training.
- 4) Any other job tasks assigned to the individual, including working knowledge of the electronic and other equipment required to perform the job in a first-class manner.
- 5) Commission-approved procedures in the event of operational problems.
- 6) Detailed customer service training to provide first-class service to Airport patrons and employees.
- 7) Techniques to sensitively assist Airport disabled and elderly patrons and customers.
- 8) Airport safety, security, and emergency procedures.
- 9) Team building and team communications.

- 10) Airport resources available to employees.
- 11) Diversity, Equity, and Inclusion.

At its sole discretion, the Commission may provide additional training for Contractor staff which Contractor staff shall attend. This training may cover topics listed above in new ways or entirely different topics.

Training time will be reimbursed by the Commission, provided the training program is deemed reasonable in length and content at the Commission's sole discretion.

2. Fleet Management

a. Maintenance Staff

The Contractor shall retain highly trained, proficient staff dedicated exclusively to maintenance of City vehicles in operation for the SFO Shuttle Bus Service. Contractor staff shall be trained on all types of vehicles that City may determine to purchase or rent for this purpose, including vehicle types not yet owned by City. Contractor staff shall be available for time-sensitive vehicle repairs from 6am to 10pm, Monday through Friday and from 10am-6pm on Saturdays and Sundays. No repair staff availability is required on city-recognized holidays. 80% of fleet buses must be available for duty at any given time. Vehicles which are out of service while waiting for the delivery of parts will not be counted towards the 80% availability requirement, provided that the Contractor retains a stock of all replacement parts which are needed more often than once in a typical twelve-month period. Contractor shall meet the following minimum maintenance standards:

- 1) Maintain all vehicles used for the SFO Shuttle Bus Service in good mechanical condition and keep all such vehicles always clean inside and out.
- 2) Submit and perform an annual bus preventative maintenance plan, employing preventive maintenance principles as defined in the Original Equipment Manufacturer (OEM) maintenance schedule.
- 3) Perform daily inspections of all buses to ensure fuels, fluids, and vital equipment meet safety and operational standards and document findings and corrective actions.
- 4) Repair minor or slight body damage, such as small dents, cracked glass, etc., and interior damage such as torn seats within thirty (30) days of discovery.
- 5). Operate no vehicle with moderate or major body damage until such damage is repaired. A vehicle's transponder and decal may be removed by sworn personnel of the San Francisco Police Department's Airport Bureau where moderate or major body damage has been sustained as defined below:
 - i. "Moderate" damage is defined as more than slight damage to one-fourth or less of the vehicle, such as an entire fender, grill, quarter panel, door, hood, rear deck, etc.; and
 - ii. "Major" damage is defined as damage to more than one-fourth of the vehicle, such as entire rear end, etc.

b. Types of Vehicles

At the time of execution of this Agreement, the City owns a fleet of 40-foot diesel, CNG and battery electric transit buses. The City also owns six (6) non-street legal diesel-powered Airfield “Cobus” vehicles. The City may direct Contractor to rent or lease buses, and Contractor shall promptly comply with such direction. The Contractor shall provide maintenance and driving staff capable of operating and maintaining existing fleet vehicles and vehicle types and potentially also additional vehicle types not listed.

Vehicle types that the Contractor may be asked to operate and maintain include diesel, CNG and battery electric transit buses, diesel-powered Airfield “Cobus” vehicles, over-the-road charter-style coaches, double-decker coaches, cutaway-style shuttle buses, or hydrogen fuel cell powered buses. When a new City fleet vehicle is substantially similar to existing vehicles (same fuel type, same general dimensions and capacity), it is expected that the Contractor will be able to begin operating and maintaining such vehicles within two weeks of being notified by the City of its plans to operate such vehicles at the Airport. If the new vehicles have substantial differences in fuel type, size, or similar core features, the Contractor shall prepare a reasonable transition plan for onboarding the new vehicle type, which should take approximately 2 to 3 months, except where supply chain or similar issues cause delay, and in no case longer than 6 months.

c. Vehicle Fueling

The Contractor shall procure fuel to operate shuttle buses and ensure that all vehicles are promptly refueled. Fuel consumables and charging electricity will be a reimbursable expense to the extent not directly paid by the Commission. This includes:

- 1) Compressed Natural Gas (CNG): The Contractor will obtain Clean Natural Gas (CNG) fuel for the shuttle fleet at the Airport’s CNG fueling facilities (where CNG is available at a price that is negotiated by the Commission), except in an emergency which causes the Airport’s CNG fueling facilities to be unavailable, when an alternate CNG fuel station may be used. The Contractor shall enter into a contract with one of the two on-airport CNG fuel providers. Pricing of CNG will be established by the Commission’s existing agreements with the two on-airport CNG fuel providers.
- 2) Battery Electric: The Contractor will be responsible for maintaining City-owned bus charging infrastructure for battery electric buses and using this infrastructure to keep vehicles charged.
- 3) Diesel: The Contractor will be responsible for fueling diesel buses with diesel fuel from sources approved by the Commission.
- 4) Hydrogen Fuel Cell: At a future date, the Contractor may be expected to fuel Hydrogen cell buses from sources approved by the Commission.

d. Vehicle Cleaning

The Contractor shall keep all vehicles clean, including removal of trash multiple times per service day and regular cleaning of floors, seats, windows, and handholds. Contractor personnel shall wash and wipe interior and exterior parts of bus; sweep and vacuum the bus floor and carpeted area in an effective manner; and gather and dispose wastepaper and trash, as per company procedures. Additional sanitization may be required as directed by the Commission.

e. **Vehicle Leasing**

City may require that Contractor independently lease buses or support vehicles, possibly including the chartering of vehicles and drivers for short term use as required to meet the Commission's shuttle bussing needs. The Contractor shall provide three quotes for Commission to approve unless an exception is approved by the Commission.

f. **Inventory**

Maintenance staff will accurately track parts and consumables inventory using software. Such software is currently provided by the City to allow for easy auditing by the City's Auto Shop, but Contractor may be asked to provide its own software in future. Contractor shall obtain pre-approval from appropriate Commission staff before making large parts expenditures and shall keep a record of such expenditures and pre-approvals throughout the contract term in a format that is easily audited. For purposes of this requirement, "large parts expenditures" is currently defined as parts or equipment valued in excess of \$5,000 per unit. For purchases above \$10,000 the Commission requires three quotes to be provided.

g. **Inspection**

The Contractor shall maintain a satisfactory California Highway Patrol (CHP) inspection record throughout the term of the contract. The Contractor shall notify designated Commission staff of the results of all CHP primary and follow-up inspections and regulatory actions and explain how it intends to correct identified deficiencies. The Contractor shall maintain Airport operating permits for SFO's Shuttle Bus fleet. The Commission's Ground Transportation Unit (GTU) will conduct yearly inspections of the shuttle bus fleet for permitting. The Contractor shall ensure that the fleet passes inspection. In the event a bus does not pass inspection, the Contractor shall correct the deficiency in a reasonable timeframe and return the bus to the GTU for re-inspection and permitting. The Contractor shall provide designated Commission staff with such access to its facilities as necessary to examine, audit, and inspect all work activities related to this Agreement. Contractor shall not operate any vehicle failing to meet the Airport maintenance standards, as determined by designated Airport staff, and shall immediately take such vehicle out of service and substitute it with a vehicle that does meet Airport maintenance standards.

3. **Facilities**

Section 12.9 of the Agreement sets forth terms and conditions regarding facilities provided by the City for use by Contractor in performing the Services under this Agreement.

The facilities are currently equipped with the City-provided equipment listed in Appendix E. Contractor shall provide any equipment or tools necessary for performing this scope beyond the equipment listed in Appendix E at its sole cost. This includes, if deemed necessary by the Contractor, vehicle lifts, forklifts, and other such equipment. Contractor shall replace any tools and equipment as needed due to normal wear and tear, loss or theft, and such replacement equipment is not eligible for reimbursement by the Commission. However, the City will reimburse Contractor for equipment or tools that must be procured to perform in accordance with a change in the operations initiated by the City or in order to implement scope that is described as reserved for future implementation by the City. The Contractor shall provide a written justification for the need for such equipment for pre-approval by the contract manager before purchasing such equipment or tools and seeking reimbursement.

The City retains ownership of any and all goods and services purchased or reimbursed by the City. Contractor shall assist with Commission asset tagging and tracking procedures for equipment purchased or reimbursed by the City. Contractor shall surrender all City-reimbursed, tangible items to the City upon termination of the Agreement.

4. System Operations

- a. Contractor is responsible for operating all bus routes. The Commission may change, add, or discontinue routes in its sole discretion. The routes being operated at the commencement of this Agreement are listed and described in Appendix C.
- b. Contractor shall be qualified and hold all applicable licenses to operate longer-distance, commuter-style routes to and from the Airport, for passengers and/or employees. City may require that Contractor staff sell and/or inspect fare media related to this service. City may require that Contractor lease buses, including coach-style buses, for such a service, to supplement or in lieu of use of buses from the City-owned fleet. City may require that Contractor lease facilities or make other arrangements for off-Airport stops to support this service, including but not limited to commuter parking lots and customer waiting areas. City may require that Contractor prepare and install signage related to the service and which meets Airport standards. City may require that Contractor provide, manage and maintain website, mobile website, and/or mobile application related to this service and/or the sale of fare media for this service.
- c. All buses are equipped with manual or mechanical ADA ramps. Contractor shall keep all ramps in good working order and Contractor staff shall be properly trained on their use and proper procedures for assisting disabled passengers.
- d. Contractor shall provide, obtain all necessary licenses for, and manage vehicle-related technology including but not limited to automatic vehicle location, automatic passenger counters, camera systems, fare collection systems, other safety systems, visual and audio announcement systems, headsign systems and systems for exporting real-time bus location information to customers or third-party platforms as specified by the Commission. This is not an exhaustive list. Contractor shall provide, or cause to be provided, expert level training for all of these systems for at least one primary user and one backup user.
- e. Contractor shall provide, obtain all necessary licenses for, and manage technology platforms necessary to support the SFO Shuttle Bus Service operations including customer complaint systems, real-time location information technology, yard/fleet management technology, GTFS feeds (static and real-time), battery electric charging systems and parts recordkeeping systems. Contractor shall provide, or cause to be provided, expert level training for all these systems for at least one primary user and one backup user.
- f. Contractor shall collect data about operations, including passenger loading and schedule adherence, either manually or using software. In the event that manual data collection is chosen, the Contractor shall conduct data entry to make this data usable by the Commission. In the event that automatic data collection is used, Contractor shall provide, obtain all necessary licenses, and manage such counters and associated software.

- 1) Contractor shall keep a log of any missed trips. Contractor shall report this data to the Commission in a format prepared by the Contractor and approved by the Commission. A missed trip is defined as a trip not operated at all, or which is operated more than eight (8) minutes behind schedule. If technology on board buses allows automatic tracking of on-time performance, the Commission may require that on-time performance metrics also be reported. For these purposes, a trip is “on time” if it departs each scheduled stop no more than one (1) minute early and no more than three (3) minutes late.
- 2) Contractor shall use its best efforts not to miss any trips. Contractor is expected to have a monthly average on-time percentage of 70% to 100%. Patterns of missed trips or a monthly average on-time performance rate below 70% is potential grounds for termination of the contract based on non-performance, subject to the contractual notice and cure periods as further stated in Article 8, “Termination and Default”.

5. Additional Management Responsibilities

- a. Contractor shall obtain and maintain required insurance policies as specified by the Commission.
- b. Contractor shall acquire, provide and, if necessary, regularly dry clean uniforms as further described in 1.c. above.
- c. Contractor shall investigate all customer complaints and provide responses and corrective action plans for such complaints.
- d. Contractor shall report ridership statistics and other statistical data as required by the Commission. Contractor shall provide operational status reports to the contract manager via email using a standard format per direction from the contract manager, and containing content specified by the contract manager. The content of this report will be specified by the Commission at its sole discretion, and may include details such as passengers carried, fleet status, and complaint trackers. The delivery time of the report will be specified by the Commission in its sole discretion and may be as early as 8:00am Pacific Time.

6. Transition Plan

Contractor shall provide an initial transition plan to ensure the services specified in this Scope of Work are supported and maintained during the transition period in a timely manner (“Transition Plan”). At a minimum, Contractor shall address the following items in the Transition Plan:

- a. Development and submission to the Commission of a staffing plan consistent with the 90-Day Worker retention policy, Appendix D of the Airport’s Rules and Regulations.
<https://www.flysfo.com/about/airport-operations/policies-regulations/rules-and-regulations>
- b. Written description and qualifications for each job category for written approval by the Commission.
- c. Development and submission of training documents and employee handbooks
- d. Development of written procedures specific to the SFO Shuttle Service operation.
- e. Planned timing and content of employee orientations.
- f. Evaluation of the existing vehicle and crew schedule and providing recommendations for improvement.

- g. Evaluation of existing software contracts or licenses held by the incumbent and preparation of a transition/onboarding plan for needed hardware or software.
- h. Organization and transfer of financial records and account management from the incumbent
- i. Hiring plan for management staff including job descriptions.

All aspects of the transition plan are subject to review and approval by the Commission.

7. Services Provided by Attorneys.

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

8. Reports.

Contractor shall submit written reports as requested by the Airport Commission. Format for the content of such reports shall be determined by the Airport Commission. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

9. Department Liaison.

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

Appendix B Calculation of Charges

A. Compensation Structure

Compensation under the Agreement shall consist of three categories: (1) Labor Costs; (2) Other Reimbursable Costs; and (3) a Management Fee. The City shall pay the Labor Costs and Other Reimbursable Costs on a reimbursable basis with no markup. Labor Costs include only those hourly wages and benefits that are specified in Section A.1 Labor Costs below. The City will pay only those Other Reimbursable Costs that are specified in Section A.2 Other Reimbursable Costs below. The Management Fee is the only source of compensation to Contractor for all other costs associated with this Agreement, including non-reimbursed labor costs, indirect costs, management oversight, profit, and overhead, including the non-reimbursable costs listed in Section A.3 Non-Reimbursable Costs below. The City shall have no obligation under this Agreement to pay any cost or expense not specified or otherwise included in Sections A.1, A.2 and A.4 of this Solicitation.

1. Labor Costs

The Airport shall reimburse Contractor for certain labor costs, as follows:

- a. Labor costs for which Contractor will be reimbursed by the Airport at the start of the Agreement term include wages and benefits (as further described below) for support and oversight staff, including five (5) supervisors, two (2) bus cleaners, five (5) mechanics including foreman, zero (0) spotters and zero (0) customer service representatives. The number of reimbursed staff may change in future at the Airport's sole discretion.
- b. The Airport will reimburse Contractor for driver hours needed to operate both scheduled and unplanned service.
- c. The Airport will reimburse actual, documented costs of fringe benefits for all non-management employees, including medical, dental and vision insurance, sick and vacation hours, and any long-term disability, retirement, or life insurance benefits as stated in Table 1. For non-management employees covered by an active and fully ratified collective bargaining agreement (CBA) at the start of the Agreement, the initial fringe benefit categories and levels shall be in accordance with the CBA. For non-management employees that are not covered by an active and fully ratified CBA at the start of the Agreement, Table 2 below sets forth the maximum costs and levels of fringe benefits. During the Agreement term, the Airport will also reimburse any increase to the cost of fringe benefits, as long as the nature of those benefits (categories, coverages, amount of paid time off, etc.) does not substantially change; provided, however, that changes in benefits that are mandated by law will also be reimbursed. For purposes of this provision, the term "benefits" is defined to include all forms of time off, including paid vacation.
- d. The Airport will reimburse driver training time.

Table 1. Labor Costs per Employee.

Front Line Staff					*Note costs per hour. \$/hr per month based on what will actually be paid on an employee's behalf														
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other costs Paid (Itemized)	Total Hourly Labor Cost	
Sample	1	\$45.00	12	EE only	\$0.69			\$0.01	\$0.02			\$0.01		\$5.00	\$2.00	\$3.00	\$7.00	\$2.00	\$45.83
Drivers	81	\$33.23	20	EE + 1															
				EE + 2	\$9.10	\$118,071	\$1.14	\$14,759	\$0.68	\$8,855	\$3.87	\$60,267	\$22,545	\$38,269	\$2,952	\$2,952			\$53.16
Mechanics - Foreman	1	\$47.63	20	EE only															
				EE + 1															
				EE + 2	\$9.23	\$1,605	\$1.15	\$201	\$0.69	\$120	\$7.27	\$1,263	\$433	\$666	\$40	\$40			\$72.76
Mechanics	4	\$43.30	20	EE only															
				EE + 1															
				EE + 2	\$9.23	\$6,419	\$1.15	\$803	\$0.69	\$481	\$7.27	\$5,052	\$1,574	\$2,434	\$160	\$160			\$67.87
Cleaning Crew	2	\$21.00	10	EE only															
				EE + 1															
				EE + 2	\$3.91	\$1,360	\$0.49	\$170	\$0.29	\$170	\$0.00	\$0	\$382	\$624	\$34	\$34			\$28.78
				EE only															
				EE + 1															
				EE + 2															
				EE only															
				EE + 1															
				EE + 2															
				EE only															
				EE + 1															
				EE + 2															

Supervisor Staff					*Note costs per hour. \$/hr per month based on what will actually be paid on an employee's behalf														
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other costs Paid (Itemized)	Total Hourly Labor Cost	
Supervisor Staff	4	\$34.13	20	EE only															
				EE + 1															
				EE + 2	\$9.00	\$6,260	\$1.13	\$783	\$0.68	\$470	\$4.06	\$2,825	\$1,241	\$2,077	\$157	\$157			\$54.22
				EE only															
				EE + 1															
				EE + 2															
				EE only															
				EE + 1															
				EE + 2															

Table 2. Maximum Reimbursement Rates for Non-management Employees not Covered Under a Collective Bargaining Agreement.

	Maximum Reimbursement Rates
Health	\$9.50 per hour worked, up to \$380 per week, or \$1,520 per month
Dental	\$26.48 per month
Vision	\$10.51 per month
Life Insurance	Coverage for up to \$50,000 per employee
Long-Term Disability	Coverage for up to 60% of monthly base earnings; \$5,000 maximum
Retirement	\$4.14 per hour

- e. The Airport will reimburse wages and wage increases for non-management employees as follows:
 - 1) The initial reimbursable wage rates for non-management employees are set forth in the tables above. The parties confirm that the initial wage rates are not less than the highest general prevailing rate of wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which this Agreement is being performed, as determined by the San Francisco Civil Service Commission under the San Francisco Prevailing Wage Ordinance (as further described in Section 3.6 “Payment of Prevailing Wages” of this Agreement), if any such determination is applicable to the position, whether in operation of a transit bus service as specified in Administrative Code Section 21.C.1 or otherwise.
 - 2) For the period from January 1, 2023, to June 30, 2023, the maximum reimbursable wage rates described in the prior Section A.1.e.1 will be increased by 4.46%.

- 3) For wages for positions subject to the San Francisco Prevailing Wage Ordinance, the City will reimburse wage increases equal to the percentage increase of the relevant prevailing wage pursuant to the Prevailing Wage Ordinance, using the procedure described in Section A.1.e.5 below. The relevant Prevailing Wage is for “Motorbus Services”, “Single Decker (52+passengers)” category, available at <https://sfgov.org/olse/sites/default/files/Motorbus%20Table%20Final%20FY21-22%20Web.pdf>.
- 4) For wages that are not subject to the Prevailing Wage Ordinance, the City will reimburse wage increases equal to the consumer price index (CPI) percentage increase as calculated by the San Francisco Office of Labor Standards Enforcement (OLSE) for purposes of the Minimum Compensation Ordinance (see <https://sfgov.org/olse/minimum-compensation-ordinance-mco>), using the procedure described in section A.1.e.5) below. At present, OLSE is using the Bureau of Labor Statistics’ “Annual” CPI figure from the CPI-All Urban Consumers series (Series ID: CUURS49BSA0, CUUSS49BSA0 Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted), for the San Francisco-Oakland-Hayward, California, area, but this methodology is subject to change in OLSE’s sole discretion.
- 5) The maximum reimbursable wage rates will be increased on July 1 of each year during the duration of the contract.
 - a) On July 1, 2023:
 - i) for wages for positions subject to the Prevailing Wage Ordinance, the percentage increase in the maximum reimbursable wage rates will be the percentage increase in the Motorbus Services Single Decker (52+passengers) rate since July 1, 2022; and
 - ii) for wages that are not subject to the Prevailing Wage Ordinance, the percentage increase in the maximum reimbursable wage rates will be the percentage increase in the CPI as calculated by the OLSE for the Minimum Compensation Ordinance since the effective date of the Contract.
 - iii) for both types of wages, the percentage increase will be applied to the initial reimbursable wage rates described in section A.1.e.1) above. The maximum reimbursable wage rates described in section A.1.e.2) above will not be applied after June 30, 2023 and will not be considered in connection with the calculation of the maximum reimbursable wage rates that begin on July 1, 2023.
 - b) On July 1 of subsequent years:
 - i) for wages for positions subject to the Prevailing Wage Ordinance, the percentage increase in the maximum reimbursable wage rate will be the percentage increase in the Motorbus Services Single Decker (52+passengers) rate since July 1 of the previous year; and
 - ii) for wages that are not subject to the Prevailing Wage Ordinance, the percentage increase in the maximum reimbursable wage rate will be the percentage increase in the CPI as calculated by the OLSE for the Minimum Compensation Ordinance since July 1 of the previous year.
 - iii) for both types of wages, the percentage increase will be applied to the maximum reimbursable wage rate established on July 1 of the prior year.
 - c) For both types of wages, the increased maximum reimbursable wage rate will be memorialized by an administrative modification that will identify the new rate, but which will not have to be executed before the effective date of the increase.

- d) If, on June 1 of any year during contract performance, there has been no increase in the Motorbus Services Single Decker (52+ passengers) rate since either the effective date of the Contract or the most recent increase in the maximum reimbursable wage rate as calculated under the Contract, the parties will enter into good faith negotiations to reach an agreement for a modification to the Contract to implement appropriate maximum reimbursable wage rate increases based on wage inflation during the relevant period. Failure to reach agreement on an increase to the maximum reimbursable wage rates will not be a justification for stopping work on the contract.

2. Other Reimbursable Costs

The Airport will reimburse the Contractor for the following costs, subject to Contractor's providing satisfactory documentation of such costs. All reimbursable costs must be supported with receipts and used solely for the performance of the Agreement. All items purchased are the City's property and shall be surrendered to the Airport at the conclusion of the Agreement. Reimbursable costs are as follows:

- a. Body damage and component repair net of insurance or warranty coverage
- b. Utilities and vehicle bills such as tolls or registration costs
- c. Telephone, internet, radio, and other relevant communication costs
- d. Office supplies
- e. Computers and electronic hardware including on-board devices, fare readers, radios and radio repeaters to the extent such devices are not provided by the Airport.
- f. Software including licenses, support contracts and fees
- g. Leasing of vehicles needed to provide transportation operations.
- h. Chartering of vehicles and drivers on a short-term basis to help serve emergency needs.
- i. Insurance premiums
- j. Training costs, including wages, materials, food and beverages related to an Airport-requested training program, and external trainer fees if justifiable
- k. Uniforms (purchase, rental, and cleaning)
- l. Smart phone purchase and service plans (used by staff for operational purpose only)
- m. Cleaning supplies
- n. Other equipment essential to fulfil the scope not otherwise defined (Airport approval required)
- o. Expenses associated with fare media sales and inspection, including provider services fees, but excluding customer chargebacks (which are not reimbursable)
- p. Provision and maintenance of website, mobile website, or mobile app.
- q. Parts for maintenance of buses, facilities, and support vehicles
- r. Fuel and other consumables needed for operation of buses and support vehicles
- s. Equipment or tools needed for bus maintenance only if such equipment must be procured due to a change in the operations initiated by the Airport or in order to implement scope that is described as reserved for future implementation by the Airport
- t. Rental of real estate and temporary structures, including agent fees, if necessary, exclusively to support transportation operations
- u. Employee Badges (excluding lost or stolen badges- details at <https://sfoconnect.com/new-badges>)
- v. Fabrication and/or installation of signage as directed by the Airport

3. Non-Reimbursable Costs

Any cost not included in Subsections 1, 2 or 4 of this Subsection C is a non-Reimbursable cost. Some specific examples of non-Reimbursable costs include:

- a. Food and beverages that are not a part of an Airport-requested training program.
- b. Corporate stationery and/or business cards
- c. Equipment or tools necessary for bus maintenance, including replacements needed due to normal wear and tear
- d. Postage charges for routine certified mail, first-class and priority mail letters emanating from an office outside the Airport
- e. Express, next-day, or two-day shipments (*e.g.*, DHL, Fedex, UPS, etc.) shall not be a reimbursable expense unless it is part of an authorized purchase of equipment or other materials and supplies
- f. Payroll services shall not be a reimbursable expense. However, personnel timekeeping equipment and maintenance shall be a reimbursable expense only if such costs are reasonable and supported with actual invoices from the provider.
- g. Lost or stolen keys or badges issued by the Airport Security Access Office
- h. Gifts of any kind
- i. Salary and benefits of management staff (including the General Manager and Assistant General Managers.)
- j. Moving violation penalties
- k. Payments related to legal action
- l. Any customer chargebacks associated with fare media sales

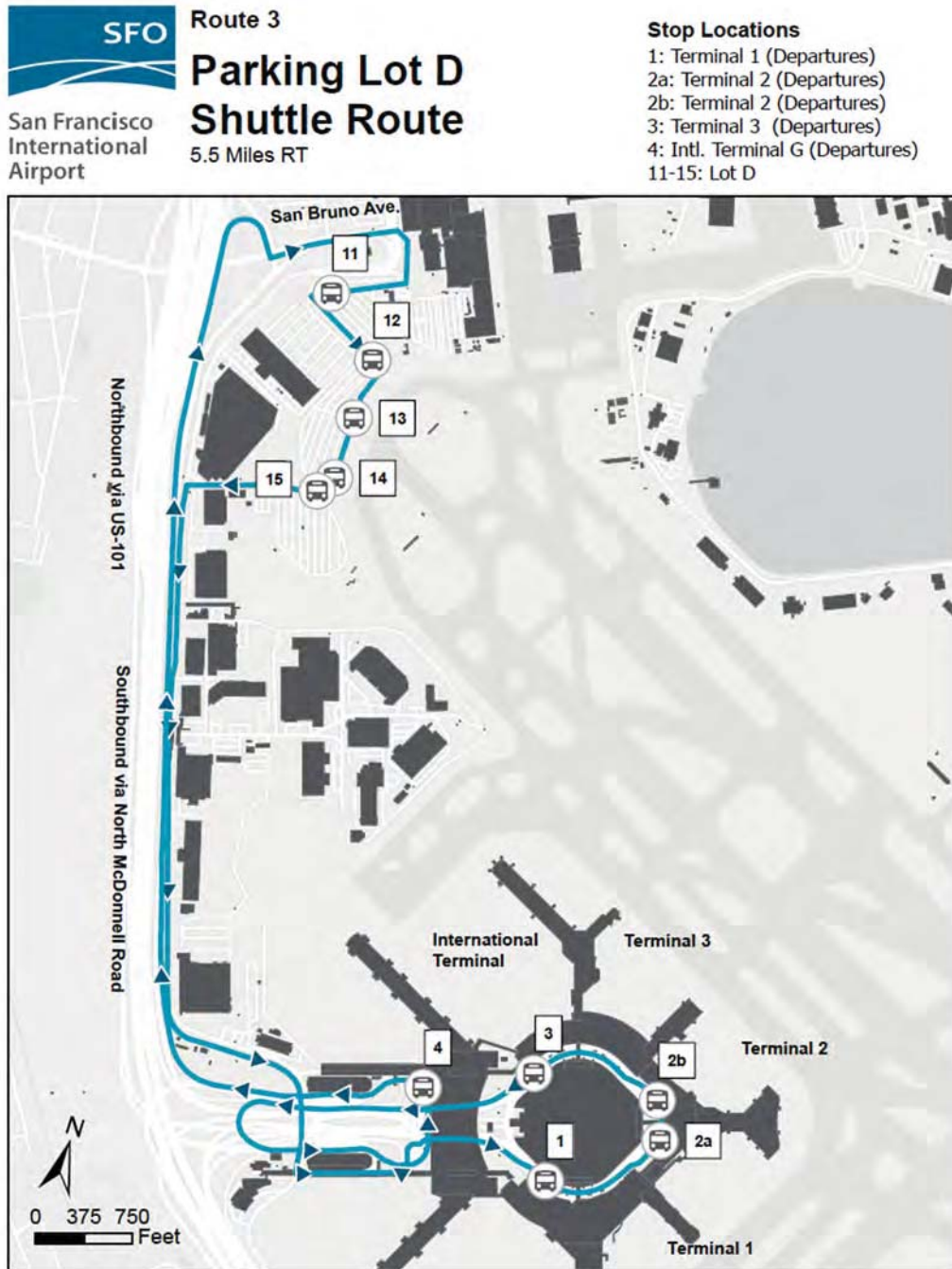
4. Management Fee

- a. The monthly Management Fee is Seventy-Seven Thousand Four Hundred Seventy-Two Dollars (**\$77,472**) and shall constitute full compensation to the Contractor for all management fees, profit, overhead and non-reimbursable costs (direct or indirect), associated with the performance of services under the Agreement. An itemized list of reimbursable and non-reimbursable costs is set forth in subsections 2 and 3 of this Section.
 - b. The Management Fee shall include all costs associated with all management staff (managers and assistant managers) and any central office support. The monthly Management Fee shall not change for the entire Agreement term.
- B.** The City will not pay any invoices for services provided by law firms or attorneys, including as subcontractors of Contractor, unless the provider receives advance written approval from the City Attorney.
- C.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations will apply to this Agreement, as such prevailing wage rates may be changed during the term of this Agreement accordingly.

Appendix C Shuttle Routes Information and Schedules

1. Lot D Service (daily service)

Frequent 24-hour service between all four Airport terminals and Lot D remote lot as shown in the map below. Service is generally for employees only, though this lot occasionally serves as overflow parking for air passengers during peak seasons.



Schedule:

STOP #11	STOP #12	STOP #13	STOP #14	STOP #15	STOP #1	STOP #2	STOP #3	STOP #4	STOP #11
4:00	4:01	4:02	4:03	4:04	4:11	4:12	4:15	4:18	4:25
4:05	4:06	4:07	4:08	4:09	4:16	4:17	4:20	4:23	4:30
4:10	4:11	4:12	4:13	4:14	4:21	4:22	4:25	4:28	4:35
4:14	4:15	4:16	4:17	4:18	4:25	4:26	4:29	4:32	4:39
4:18	4:19	4:20	4:21	4:22	4:29	4:30	4:33	4:36	4:43
4:22	4:23	4:24	4:25	4:26	4:33	4:34	4:37	4:40	4:47
4:25	4:26	4:27	4:28	4:29	4:36	4:37	4:40	4:43	4:50
4:28	4:29	4:30	4:31	4:32	4:39	4:40	4:43	4:46	4:53
4:32	4:33	4:34	4:35	4:36	4:43	4:44	4:47	4:50	4:57
4:37	4:38	4:39	4:40	4:41	4:48	4:49	4:52	4:55	5:02
4:42	4:43	4:44	4:45	4:46	4:53	4:54	4:57	5:00	5:07
4:47	4:48	4:49	4:50	4:51	4:58	4:59	5:02	5:05	5:12
4:52	4:53	4:54	4:55	4:56	5:03	5:04	5:07	5:10	5:17
4:57	4:58	4:59	5:00	5:01	5:08	5:09	5:12	5:15	5:22
5:02	5:03	5:04	5:05	5:06	5:13	5:14	5:17	5:20	5:27
5:07	5:08	5:09	5:10	5:11	5:18	5:19	5:22	5:25	5:32
5:12	5:13	5:14	5:15	5:16	5:23	5:24	5:27	5:30	5:37
5:17	5:18	5:19	5:20	5:21	5:28	5:29	5:32	5:35	5:42
5:22	5:23	5:24	5:25	5:26	5:33	5:34	5:37	5:40	5:47
5:25	5:26	5:27	5:28	5:29	5:36	5:37	5:40	5:43	5:50
5:27	5:28	5:29	5:30	5:31	5:38	5:39	5:42	5:45	5:52
5:30	5:31	5:32	5:33	5:34	5:41	5:42	5:45	5:48	5:55
5:33	5:34	5:35	5:36	5:37	5:44	5:45	5:48	5:51	5:58
5:37	5:38	5:39	5:40	5:41	5:48	5:49	5:52	5:55	6:02
5:41	5:42	5:43	5:44	5:45	5:52	5:53	5:56	5:59	6:06
5:45	5:46	5:47	5:48	5:49	5:56	5:57	6:00	6:03	6:10
5:50	5:51	5:52	5:53	5:54	6:01	6:02	6:05	6:08	6:15
5:55	5:56	5:57	5:58	5:59	6:06	6:07	6:10	6:13	6:20
5:58	5:59	6:00	6:01	6:02	6:09	6:10	6:13	6:16	6:23
6:02	6:03	6:04	6:05	6:06	6:13	6:14	6:17	6:20	6:27
6:07	6:08	6:09	6:10	6:11	6:18	6:19	6:22	6:25	6:32
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6:36	6:37	6:38	6:39	6:40	6:47	6:48	6:51	6:54	7:01
6:40	6:41	6:42	6:43	6:44	6:51	6:52	6:55	6:58	7:05

6:45	6:46	6:47	6:48	6:49	6:56	6:57	7:00	7:03	7:10
6:47	6:48	6:49	6:50	6:51	6:58	6:59	7:02	7:05	7:12
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13:52	13:53	13:54	13:55	13:56	14:03	14:04	14:07	14:10	14:17
13:56	13:57	13:58	13:59	14:00	14:07	14:08	14:11	14:14	14:21

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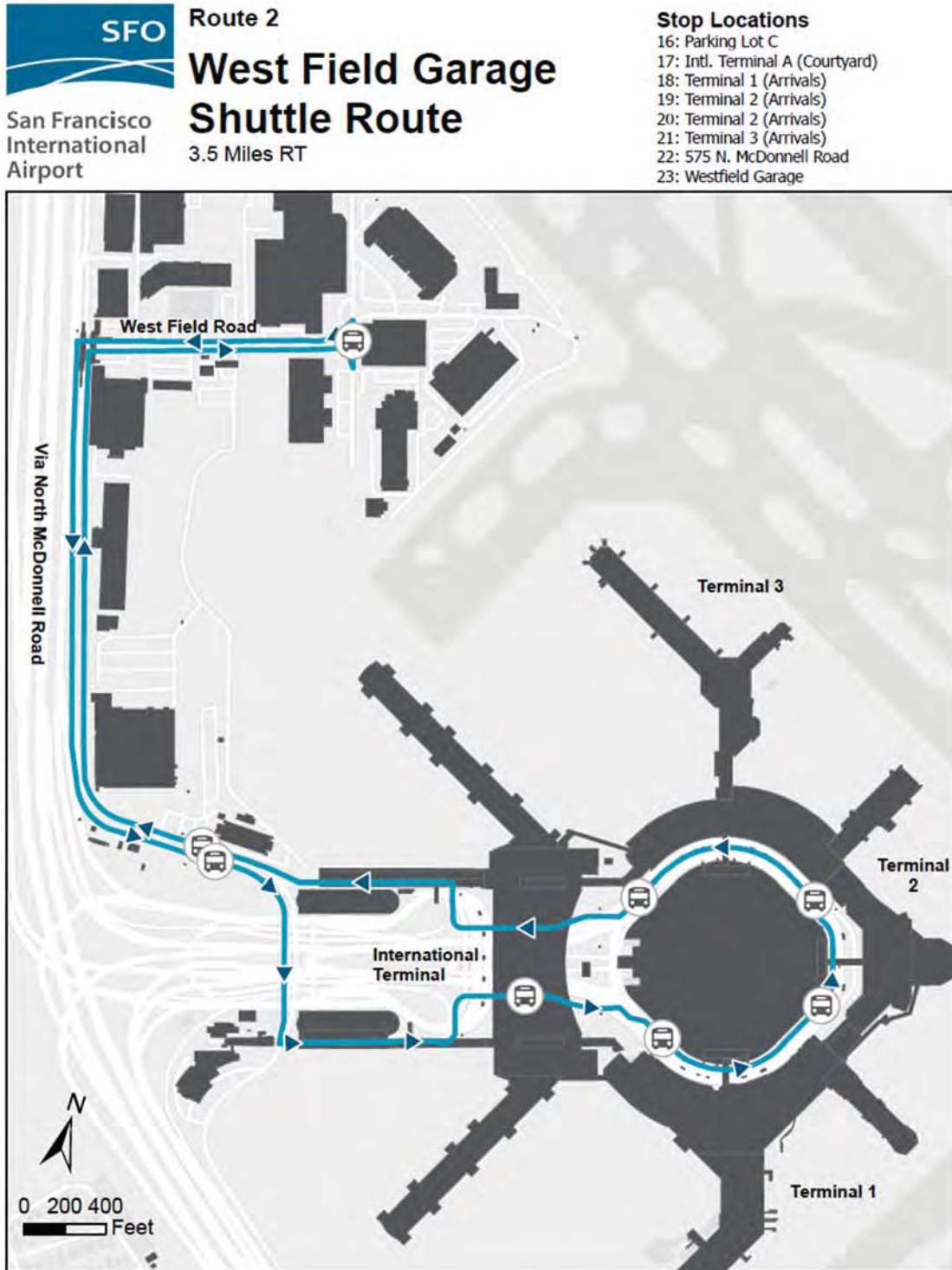
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23:39	23:40	23:41	23:42	23:43	23:50	23:51	23:54	23:57	0:04
23:42	23:43	23:44	23:45	23:46	23:53	23:54	23:57	0:00	0:07
23:45	23:46	23:47	23:48	23:49	23:56	23:57	0:00	0:03	0:10
23:47	23:48	23:49	23:50	23:51	23:58	23:59	0:02	0:05	0:12
23:50	23:51	23:52	23:53	23:54	0:01	0:02	0:05	0:08	0:15
23:54	23:55	23:56	23:57	23:58	0:05	0:06	0:09	0:12	0:19

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0:02	0:03	0:04	0:05	0:06	0:13	0:14	0:17	0:20	0:27
0:06	0:07	0:08	0:09	0:10	0:17	0:18	0:21	0:24	0:31
0:10	0:11	0:12	0:13	0:14	0:21	0:22	0:25	0:28	0:35
0:14	0:15	0:16	0:17	0:18	0:25	0:26	0:29	0:32	0:39
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0:49	0:50	0:51	0:52	0:53	1:00	1:01	1:04	1:07	1:14
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3:56	3:57	3:58	3:59	4:00	4:07	4:08	4:11	4:14	4:21

2. West Field Garage Service (daily service)

Frequent 24-hour service between all four Airport terminals and the West Field Garage parking structure as shown in the map below. Service is generally for employees only and is primarily for remote parkers working in the terminal, though it is also available for employees arriving to the Airport by BART train who work in the West Field cargo area.



Schedule:

STOP #23	STOP #16	STOP #17	STOP #18	STOP #19	STOP #20	STOP #21	STOP #22	STOP #23
4:00	4:03	4:06	4:07	4:08	4:09	4:10	4:13	4:17
4:10	4:13	4:16	4:17	4:18	4:19	4:20	4:23	4:27
4:20	4:23	4:26	4:27	4:28	4:29	4:30	4:33	4:37
4:30	4:33	4:36	4:37	4:38	4:39	4:40	4:43	4:47
4:40	4:43	4:46	4:47	4:48	4:49	4:50	4:53	4:57
4:50	4:53	4:56	4:57	4:58	4:59	5:00	5:03	5:07
5:00	5:03	5:06	5:07	5:08	5:09	5:10	5:13	5:17
5:10	5:13	5:16	5:17	5:18	5:19	5:20	5:23	5:27
5:20	5:23	5:26	5:27	5:28	5:29	5:30	5:33	5:37
5:30	5:33	5:36	5:37	5:38	5:39	5:40	5:43	5:47
5:40	5:43	5:46	5:47	5:48	5:49	5:50	5:53	5:57
5:50	5:53	5:56	5:57	5:58	5:59	6:00	6:03	6:07
6:00	6:03	6:06	6:07	6:08	6:09	6:10	6:13	6:17
6:10	6:13	6:16	6:17	6:18	6:19	6:20	6:23	6:27
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8:40	8:43	8:46	8:47	8:48	8:49	8:50	8:53	8:57
8:50	8:53	8:56	8:57	8:58	8:59	9:00	9:03	9:07

9:00	9:03	9:06	9:07	9:08	9:09	9:10	9:13	9:17
9:10	9:13	9:16	9:17	9:18	9:19	9:20	9:23	9:27
9:20	9:23	9:26	9:27	9:28	9:29	9:30	9:33	9:37
9:30	9:33	9:36	9:37	9:38	9:39	9:40	9:43	9:47
9:40	9:43	9:46	9:47	9:48	9:49	9:50	9:53	9:57
9:50	9:53	9:56	9:57	9:58	9:59	10:00	10:03	10:07
10:00	10:03	10:06	10:07	10:08	10:09	10:10	10:13	10:17
10:10	10:13	10:16	10:17	10:18	10:19	10:20	10:23	10:27
10:20	10:23	10:26	10:27	10:28	10:29	10:30	10:33	10:37
10:30	10:33	10:36	10:37	10:38	10:39	10:40	10:43	10:47
10:40	10:43	10:46	10:47	10:48	10:49	10:50	10:53	10:57
10:50	10:53	10:56	10:57	10:58	10:59	11:00	11:03	11:07
11:00	11:03	11:06	11:07	11:08	11:09	11:10	11:13	11:17
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11:50	11:53	11:56	11:57	11:58	11:59	12:00	12:03	12:07
12:00	12:03	12:06	12:07	12:08	12:09	12:10	12:13	12:17
12:10	12:13	12:16	12:17	12:18	12:19	12:20	12:23	12:27
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12:40	12:43	12:46	12:47	12:48	12:49	12:50	12:53	12:57
12:50	12:53	12:56	12:57	12:58	12:59	13:00	13:03	13:07
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13:20	13:23	13:26	13:27	13:28	13:29	13:30	13:33	13:37
13:25	13:28	13:31	13:32	13:33	13:34	13:35	13:38	13:42
13:30	13:33	13:36	13:37	13:38	13:39	13:40	13:43	13:47
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14:00	14:03	14:06	14:07	14:08	14:09	14:10	14:13	14:17
14:10	14:13	14:16	14:17	14:18	14:19	14:20	14:23	14:27
14:20	14:23	14:26	14:27	14:28	14:29	14:30	14:33	14:37

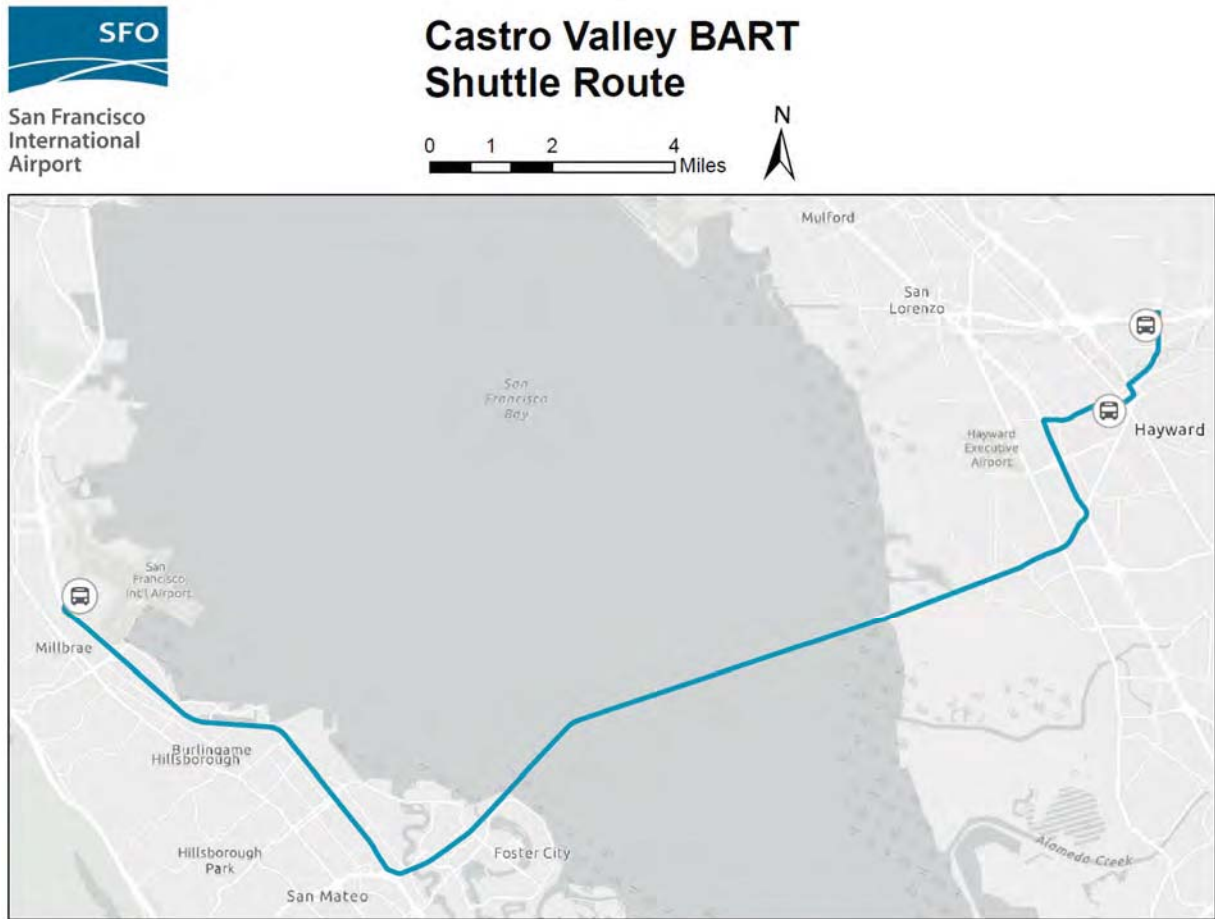
14:25	14:28	14:31	14:32	14:33	14:34	14:35	14:38	14:42
14:30	14:33	14:36	14:37	14:38	14:39	14:40	14:43	14:47
14:40	14:43	14:46	14:47	14:48	14:49	14:50	14:53	14:57
14:50	14:53	14:56	14:57	14:58	14:59	15:00	15:03	15:07
15:00	15:03	15:06	15:07	15:08	15:09	15:10	15:13	15:17
15:10	15:13	15:16	15:17	15:18	15:19	15:20	15:23	15:27
15:20	15:23	15:26	15:27	15:28	15:29	15:30	15:33	15:37
15:30	15:33	15:36	15:37	15:38	15:39	15:40	15:43	15:47
15:40	15:43	15:46	15:47	15:48	15:49	15:50	15:53	15:57
15:50	15:53	15:56	15:57	15:58	15:59	16:00	16:03	16:07
16:00	16:03	16:06	16:07	16:08	16:09	16:10	16:13	16:17
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16:30	16:33	16:36	16:37	16:38	16:39	16:40	16:43	16:47
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16:50	16:53	16:56	16:57	16:58	16:59	17:00	17:03	17:07
17:00	17:03	17:06	17:07	17:08	17:09	17:10	17:13	17:17
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17:40	17:43	17:46	17:47	17:48	17:49	17:50	17:53	17:57
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18:30	18:33	18:36	18:37	18:38	18:39	18:40	18:43	18:47
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19:10	19:13	19:16	19:17	19:18	19:19	19:20	19:23	19:27
19:20	19:23	19:26	19:27	19:28	19:29	19:30	19:33	19:37
19:30	19:33	19:36	19:37	19:38	19:39	19:40	19:43	19:47
19:40	19:43	19:46	19:47	19:48	19:49	19:50	19:53	19:57
19:50	19:53	19:56	19:57	19:58	19:59	20:00	20:03	20:07

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20:20	20:23	20:26	20:27	20:28	20:29	20:30	20:33	20:37
20:30	20:33	20:36	20:37	20:38	20:39	20:40	20:43	20:47
20:40	20:43	20:46	20:47	20:48	20:49	20:50	20:53	20:57
20:50	20:53	20:56	20:57	20:58	20:59	21:00	21:03	21:07
21:00	21:03	21:06	21:07	21:08	21:09	21:10	21:13	21:17
21:10	21:13	21:16	21:17	21:18	21:19	21:20	21:23	21:27
21:20	21:23	21:26	21:27	21:28	21:29	21:30	21:33	21:37
21:30	21:33	21:36	21:37	21:38	21:39	21:40	21:43	21:47
21:40	21:43	21:46	21:47	21:48	21:49	21:50	21:53	21:57
21:50	21:53	21:56	21:57	21:58	21:59	22:00	22:03	22:07
22:00	22:03	22:06	22:07	22:08	22:09	22:10	22:13	22:17
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22:50	22:53	22:56	22:57	22:58	22:59	23:00	23:03	23:07
23:00	23:03	23:06	23:07	23:08	23:09	23:10	23:13	23:17
23:10	23:13	23:16	23:17	23:18	23:19	23:20	23:23	23:27
23:20	23:23	23:26	23:27	23:28	23:29	23:30	23:33	23:37
23:30	23:33	23:36	23:37	23:38	23:39	23:40	23:43	23:47
23:40	23:43	23:46	23:47	23:48	23:49	23:50	23:53	23:57
23:50	23:53	23:56	23:57	23:58	23:59	0:00	0:03	0:07
0:00	0:03	0:06	0:07	0:08	0:09	0:10	0:13	0:17
0:10	0:13	0:16	0:17	0:18	0:19	0:20	0:23	0:27
0:20	0:23	0:26	0:27	0:28	0:29	0:30	0:33	0:37
0:25	0:28	0:31	0:32	0:33	0:34	0:35	0:38	0:42
0:30	0:33	0:36	0:37	0:38	0:39	0:40	0:43	0:47
0:40	0:43	0:46	0:47	0:48	0:49	0:50	0:53	0:57
0:50	0:53	0:56	0:57	0:58	0:59	1:00	1:03	1:07
0:55	0:58	1:01	1:02	1:03	1:04	1:05	1:08	1:12
1:00	1:03	1:06	1:07	1:08	1:09	1:10	1:13	1:17
1:10	1:13	1:16	1:17	1:18	1:19	1:20	1:23	1:27

1:20	1:23	1:26	1:27	1:28	1:29	1:30	1:33	1:37
1:30	1:33	1:36	1:37	1:38	1:39	1:40	1:43	1:47
1:40	1:43	1:46	1:47	1:48	1:49	1:50	1:53	1:57
1:50	1:53	1:56	1:57	1:58	1:59	2:00	2:03	2:07
2:00	2:03	2:06	2:07	2:08	2:09	2:10	2:13	2:17
2:10	2:13	2:16	2:17	2:18	2:19	2:20	2:23	2:27
2:20	2:23	2:26	2:27	2:28	2:29	2:30	2:33	2:37
2:30	2:33	2:36	2:37	2:38	2:39	2:40	2:43	2:47
2:40	2:43	2:46	2:47	2:48	2:49	2:50	2:53	2:57
2:50	2:53	2:56	2:57	2:58	2:59	3:00	3:03	3:07
3:00	3:03	3:06	3:07	3:08	3:09	3:10	3:13	3:17
3:10	3:13	3:16	3:17	3:18	3:19	3:20	3:23	3:27
3:15	3:18	3:21	3:22	3:23	3:24	3:25	3:28	3:32
3:20	3:23	3:26	3:27	3:28	3:29	3:30	3:33	3:37
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3:35	3:38	3:41	3:42	3:43	3:44	3:45	3:48	3:52
3:40	3:43	3:46	3:47	3:48	3:49	3:50	3:53	3:57
3:50	3:53	3:56	3:57	3:58	3:59	4:00	4:03	4:07

3. Hayward – Castro Valley Line (Daily Service)

Service between Hayward, Castro Valley and all four airport terminals. Operates every 30 minutes most of the service day, with reduced unidirectional overnight service. Service may be limited to employees only or may be available for air passengers. Fares will be charged but will be sold online and the digital pass visually inspected by the operator. This line is not currently operating but is envisioned to be operating as a pilot at the inception of the contract. As with all routes, a final schedule is to be developed by the contractor using runcutting software. It should be validated and approved by the contract manager. It will be regularly re-evaluated and adjusted as directed by the contract manager.



Westbound

Castro Valley	Hayward	T1	T2	T3	IT
3:01	3:10	3:42	3:43	3:45	3:48
4:01	4:10	4:42	4:43	4:45	4:48
5:08	5:17	5:49	5:50	5:52	5:55
5:31	5:40	6:12	6:13	6:15	6:18
6:01	6:10	6:46	6:47	6:49	6:52
6:31	6:40	7:16	7:17	7:19	7:22
6:45	6:55	7:40	7:41	7:43	7:46

Eastbound

T1	T2	T3	IT	Hayward	Castro Valley
5:08	5:09	5:10	5:14	5:45	5:56
5:38	5:39	5:40	5:44	6:15	6:26
6:08	6:09	6:10	6:14	6:45	6:56
6:38	6:39	6:40	6:44	7:15	7:28
7:08	7:09	7:10	7:14	7:45	7:58
7:38	7:39	7:40	7:44	8:15	8:28
8:08	8:09	8:10	8:14	8:45	8:58

7:15	7:25	8:10	8:11	8:13	8:16
7:45	7:55	8:40	8:41	8:43	8:46
8:15	8:25	9:10	9:11	9:13	9:16
8:55	9:05	9:43	9:44	9:46	9:49
9:25	9:35	10:13	10:14	10:16	10:19
9:55	10:05	10:43	10:44	10:46	10:49
10:25	10:35	11:13	11:14	11:16	11:19
10:55	11:05	11:43	11:44	11:46	11:49
11:25	11:35	12:13	12:14	12:16	12:19
11:55	12:05	12:43	12:44	12:46	12:49
12:25	12:35	13:13	13:14	13:16	13:19
12:55	13:05	13:43	13:44	13:46	13:49
13:25	13:35	14:13	14:14	14:16	14:19
13:55	14:05	14:43	14:44	14:46	14:49
14:25	14:35	15:13	15:14	15:16	15:19
14:55	15:05	15:43	15:44	15:46	15:49
15:25	15:35	16:13	16:14	16:16	16:19
15:55	16:05	16:43	16:44	16:46	16:49
16:25	16:35	17:13	17:14	17:16	17:19
16:55	17:05	17:43	17:44	17:46	17:49
17:25	17:35	18:13	18:14	18:16	18:19
17:55	18:05	18:43	18:44	18:46	18:49
18:25	18:35	19:13	19:14	19:16	19:19
18:55	19:05	19:39	19:40	19:42	19:45
19:25	19:35	20:09	20:10	20:12	20:15
19:55	20:05	20:39	20:40	20:42	20:45
20:25	20:35	21:09	21:10	21:12	21:15
20:55	21:05	21:39	21:40	21:42	21:45
21:25	21:35	22:09	22:10	22:12	22:15
21:55	22:05	22:39	22:40	22:42	22:45
22:25	22:35	23:09	23:10	23:12	23:15
22:55	23:05	23:39	23:40	23:42	23:45
23:25	23:35	24:09	24:10	24:12	24:15
23:55	24:05	24:39	24:40	24:42	24:45
24:21	24:30	01:02	01:03	01:05	01:08
01:12	01:20	01:52	01:53	01:55	01:58

8:38	8:39	8:40	8:44	9:15	9:26
9:08	9:09	9:10	9:14	9:45	9:56
9:38	9:39	9:40	9:44	10:15	10:26
10:08	10:09	10:10	10:14	10:45	10:56
10:38	10:39	10:40	10:44	11:15	11:26
11:08	11:09	11:10	11:14	11:45	11:56
11:38	11:39	11:40	11:44	12:15	12:26
12:08	12:09	12:10	12:14	12:45	12:56
12:38	12:39	12:40	12:44	13:15	13:26
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13:38	13:39	13:40	13:44	14:15	14:26
14:08	14:09	14:10	14:14	14:45	14:56
14:38	14:39	14:40	14:44	15:15	15:26
15:08	15:09	15:10	15:14	15:59	16:12
15:38	15:39	15:40	15:44	16:29	16:42
16:08	16:09	16:10	16:14	16:59	17:12
16:38	16:39	16:40	16:44	17:29	17:42
17:08	17:09	17:10	17:14	17:59	18:12
17:38	17:39	17:40	17:44	18:15	18:26
18:08	18:09	18:10	18:14	18:45	18:56
18:38	18:39	18:40	18:44	19:15	19:26
19:08	19:09	19:10	19:14	19:45	19:56
19:38	19:39	19:40	19:44	20:15	20:26
20:08	20:09	20:10	20:14	20:45	20:56
20:38	20:39	20:40	20:44	21:15	21:26
21:08	21:09	21:10	21:14	21:45	21:56
21:38	21:39	21:40	21:44	22:15	22:26
22:08	22:09	22:10	22:14	22:45	22:56
22:38	22:39	22:40	22:44	23:15	23:26
23:08	23:09	23:10	23:14	23:45	23:56
23:38	23:39	23:40	23:44	24:15	24:26
24:08	24:09	24:10	24:14	24:45	24:56
24:38	24:39	24:40	24:44	01:15	01:26
01:08	01:09	01:10	01:14	01:45	01:56
01:38	01:39	01:40	01:44	02:15	02:26
02:08	02:09	02:10	02:14	02:45	02:56

Appendix D Description of Premises

The contractor will be provided with access to the following indoor and outdoor premises. The airport reserves the right to substitute part or all of any of these sites with substantially equivalent sites if necessary.



A. Site: 790 McDonnell Road

1. **Property:** This property is bounded by western edge of N. McDonnell Road, the south side of San Bruno Avenue and the Caltrans Right-of-Way for US-101. The property is not exclusively for the use of the contractor, but also contains a Compressed Natural Gas (CNG) refueling station which is available for the contractors use in refueling but is separately managed by a different entity. Access to this fueling station is via drive aisles shared with the Contractor.
2. **Structures:** The contractor has exclusive use of a double-wide trailer configured as offices, storage and break room. The contractor has exclusive use of a maintenance building containing some equipment storage and office space, as well as covered space sufficiently large to perform maintenance on two buses simultaneously. Additionally, the contractor has access to shipping containers in the adjacent yard which are used for parts storage.
3. **Outdoor Space:** The property has outdoor parking space for twenty-six (26) 40-foot transit buses and up to 20 employee parking spaces. This space is not gated.



Site: Lot D Parking Lot

1. Property: The property is a small section of a much larger employee parking lot located east of N. McDonnell Road and just west of the north/west end of Runway 28L. The sub-section of the lot devoted to contractor’s use can be reached by taking the first two possible left turns after entering the lot at the main entry plaza, located at the eastern terminus of San Bruno Avenue.
2. Outdoor Space: The section devoted for use by the contractor is not gated but is configured to discourage use by other parking lot patrons. It can accommodate up to sixteen (16) 40-foot buses.



Site: Plot 700 Electric Bus Chargers

1. Property: The property is located at the southwest corner of North Access Road and North Field Road. The property is a section of an SFO property also used for Ground Transportation Unit offices and inspection facilities, the radio shop, and an SFO-vehicle-only diesel and gas fueling station with adjoining wash bays.
2. Outdoor space: The contractor will have exclusive access to sixteen (16) tandem bus parking stalls, configured 4 in a row with central islands between the first and second aisles and between the third and fourth aisles. These central islands contain six (6) electric bus charging units which can serve one bus at a time but which can extend to two separate bus parking stalls each, meaning a total of twelve (12) bus parking stalls have direct access to a charger. Adjacent to the tandem stalls is a large set of transformers to support the chargers. This equipment is the maintenance responsibility of the contractor, and is not intended for use by any other party without additional notice being provided by SFO.



Appendix E
Existing Equipment and Vehicles

Appendix E.1: Vehicle Inventory and Equipment

Buaf	Year	Age	Trucks	Engines	Trans	Erg	Current Miles		SFO Owned / Leased From	Elec Sys	Radio Make / Model	Talking Bus System Details	Headlight Manufacturer/Model	Camera System Make/Model	Recording Device Details	AVL System	Any other Add-on systems
							Trans	Miles									
700	1997	24	n/a	2018	2018	55,000	55,000	SFO Owned	PIC	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-21	Nova Series A80 NVR	One Step GPS	N/A	
708	1999	22	n/a	2015	2015	270,000	270,000	SFO Owned	PIC	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-22	Nova Series A80 NVR	One Step GPS	N/A	
709	1999	22	n/a	2015	2015	269,000	269,000	SFO Owned	PIC	Motorola AA1M7ZQNH9JALAN/PR 4551	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-23	Nova Series A80 NVR	One Step GPS	N/A	
712	2001	19	2021	2015	2015	950,000	950,000	SFO Owned	Alarm-Bradyly	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-24	Nova Series A80 NVR	One Step GPS	N/A	
715	2003	19	2021	2015	2015	428,476	428,476	SFO Owned	Alarm-Bradyly	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-25	Nova Series A80 NVR	One Step GPS	N/A	
716	2007	14	2027	2019	2019	60,000	295,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-27	Nova Series A80 NVR	One Step GPS	N/A	
717	2007	14	2027	2019	2019	138,000	285,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-28	Nova Series A80 NVR	One Step GPS	N/A	
718	2007	14	2027	2019	2019	103,000	288,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-29	Nova Series A80 NVR	One Step GPS	N/A	
719	2007	14	2027	2019	2019	336,000	336,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-30	Nova Series A80 NVR	One Step GPS	N/A	
720	2007	14	2027	2019	2019	189,000	189,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-31	Nova Series A80 NVR	One Step GPS	N/A	
721	2007	14	2027	2017	2017	189,000	189,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-32	Nova Series A80 NVR	One Step GPS	N/A	
722	2007	14	2027	2017	2017	154,000	154,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-33	Nova Series A80 NVR	One Step GPS	N/A	
726	2008	13	2027	2016	2016	276,000	547,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-34	Nova Series A80 NVR	One Step GPS	N/A	
727	2008	13	2027	2020	2020	52,000	52,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-35	Nova Series A80 NVR	One Step GPS	N/A	
728	2008	13	2027	2015	2015	297,000	545,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-36	Nova Series A80 NVR	One Step GPS	N/A	
729	2008	13	2027	2018	2018	138,000	138,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-37	Nova Series A80 NVR	One Step GPS	N/A	
730	2008	13	2027	2018	2018	138,000	138,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-38	Nova Series A80 NVR	One Step GPS	N/A	
731	2008	13	2027	2015	2015	331,000	532,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-39	Nova Series A80 NVR	One Step GPS	N/A	
732	2008	13	2027	2015	2015	270,000	539,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-40	Nova Series A80 NVR	One Step GPS	N/A	
733	2008	13	2027	2017	2017	174,000	174,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-41	Nova Series A80 NVR	One Step GPS	N/A	
734	2008	13	2027	2016	2016	291,000	291,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-42	Nova Series A80 NVR	One Step GPS	N/A	
735	2008	13	2027	2015	2015	304,000	535,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-43	Nova Series A80 NVR	One Step GPS	N/A	
736	2008	13	2027	2019	2019	68,000	68,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-44	Nova Series A80 NVR	One Step GPS	N/A	
737	2008	13	2027	2019	2019	68,000	68,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-45	Nova Series A80 NVR	One Step GPS	N/A	
738	2008	13	2027	2018	2018	143,000	143,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-46	Nova Series A80 NVR	One Step GPS	N/A	
739	2008	13	2027	2020	2020	41,000	41,000	SFO Owned	Vinco	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B30-365DA, Analog SVDC-FD20-47	Nova Series A80 NVR	One Step GPS	N/A	
740	2019	2	N/A	2019	2019	22,000	22,000	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
741	2019	2	N/A	2019	2019	34,000	34,000	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
742	2019	2	N/A	2019	2019	31,700	31,700	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
743	2019	2	N/A	2019	2019	11,200	11,200	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
744	2019	2	N/A	2019	2019	33,100	33,100	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
745	2019	2	N/A	2019	2019	27,700	27,700	SFO Owned	Protera	Motorola AA1M7ZQNH9JALAN/PR 4550	Motorola DR700 Radio	Luminator	[Mobile View] 9000 [Internal], 9100 [External] Series	[Mobile View] 7000 Series NVR	One Step GPS	His-intelligent Sensing	
Cobus 1	2017	4	N/A	2017	2017	10,021	10,021	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	
Cobus 2	2017	4	N/A	2017	2017	8,386	8,386	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	
Cobus 3	2017	4	N/A	2017	2017	3,548	3,548	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	
Cobus 4	2017	4	N/A	2017	2017	3,548	3,548	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	
Cobus 5	2017	4	N/A	2017	2017	3,622	3,622	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	
Cobus 6	2017	4	N/A	2017	2017	3,685	3,685	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	Janus VD HD	N/A	N/A	

Appendix E
Existing Equipment and Vehicles

Appendix E.2. Facility Built-In Equipment

Last Updated 2/9/22

System Type	Location	Quantity	Capacity	Notes
Diesel Fuel Tank	790 McDonnell	1	10000 gal	
on-site Employee Parking	790 McDonnell	20	20	
bus parking stalls (perpendicular)	790 McDonnell	24	24	
bus maintenance bays (covered)	790 McDonnell	2	2	
bus parking lineups	Plot 700 (GTU)	4	16	
electric bus fast-chargers inc transformers	Plot 700 (GTU)	6	120kw	
air compressor	790 McDonnell	1	30 gal	tank
fluid storage (waste oil)	790 McDonnell	1	500 GAL	tank
fluid storage (unused oil/lubricants)	790 McDonnell	4	50 gal each	tank
Safety harness System	790 McDonnell	3	N/A	
Fire Supression System, Maintenance Bldg	790 McDonnell	1	N/A	Sprinkler system in the shop
Industrial Drainage System	790 McDonnell	1	N/A	

Appendix E - Existing Equipment and Vehicles

Appendix E.3. Loose Equipment Inventory

Last Updated 2/9/22

Airport owned items		
Mechanic Shop	Item	Quantity
Upstairs office	Small PC	1
Upstairs office	46" TV mounted to wall	1
Upstairs office	Monitor	1
Upstairs office	Old server PC	1
Upstairs office	Wooden desk	1
Upstairs storage area	Locker - black	1
Upstairs storage area	Locker - gray	1
Upstairs storage area	NEC router mounted at telco wall	1
Main shop area	Locker - black	1
Main shop area	Locker - yellow	1
Main shop area	Old PC	1
Downstairs storage room	File cabinet - black	1
Downstairs storage room	Steel shelf - black	1
Downstairs storage room	Monitor	1
Downstairs storage room	Old PC	1
Main shop area	Safety harness	1
Airport owned items		
Trailer	Item	Quantity
Trailer	Monitor	10
Trailer	Portable radios	4
Trailer	Chair	11
Trailer	Modem	4
Trailer	Router	1
Trailer	Outside Light Tower	1
Trailer	File cabinet	3
Trailer	Shelf	1
Trailer	Refrigerator (Samsung - 2 Door)	1
Trailer	Microwave (Black)	1
Trailer	Water Cooler (White)	1
Trailer	Office Desk - AGM	1
Trailer	Office Desk - Dispatch	1
Trailer	Office Desk - GM	1
Trailer	Office Desk - Safety M.	1
Trailer	Office Chairs	15
Trailer	Steel Chairs	2
Trailer	Wooden chair	1
Trailer	Wooden file cabinet	4
Trailer	Wooden bookshelf (IT Room)	3
Trailer	Wooden round table	1
Trailer	Wooden conference table	1
Trailer	Steel File Cabinet - Tall (Black)	1
Trailer	Artwork - Pyramid - M	1
Trailer	Artwork - Typewriter - L	1
Trailer	Artwork - Traffic Lights - L	1
Trailer	Artwork - United Plane - M	1
Trailer	Artwork - Plane Maintenance - S	1
Trailer	Artwork - Aerial Bay Shot - S	1
Trailer	Artwork - Halls - M	1
Trailer	Artwork - AP Aerial Photo - M	1
Trailer	Artwork - AP Top View - M	1
Trailer	Artwork - Early Terminal Photo - 1	1
Trailer	46" TV mounted to wall - cracked (Disp	1

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

**Agreement between the City and County of San Francisco and
SFO Shuttle Bus Company
Contract No. 9254**

This Agreement is made this 9th day of October, 2012, in the City and County of San Francisco, State of California, by and between: **SFO Shuttle Bus Company, 325 Fifth St., San Francisco, CA 94107**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

Recitals

WHEREAS, Commission wishes to have scheduled shuttle bus service operated at San Francisco International Airport for air passengers and Airport employees, serving the terminal complex, long-term parking lots, and other locations; and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, a Request for Proposal ("RFP") was issued on June 5, 2012, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Commission awarded this contract to Contractor on October 9, 2012, pursuant to Resolution No. 12-0220; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. 421-12, adopted November 20, 2012, approved the contract to Consultant; and

WHEREAS, the Board of Supervisors approved the Controller's certification that the shuttle bus services can be performed at a lower cost than if the work were performed by City employees at current salary and benefit levels on June 7, 2011 pursuant to Resolution No. 234-11; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

Now, THEREFORE, the parties agree as follows:

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

penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from December 1, 2012 to June 30, 2016. In addition, the City shall have three (3) additional options of two (2) years each, which may be exercised by the Airport Commission in its sole and absolute discretion.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth herein without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

5. Compensation. Compensation shall be made in monthly payments for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Thirty-nine **Million Dollars (\$39,000,000)**. The City shall have three (3) additional options of two (2) years each, which may be exercised by the, Airport Commission, in its sole and absolute discretion. If the Airport Commission decides to exercise all three (3) additional options of two (2) years each, the total not to exceed amount of this contract would be **One Hundred and Five Million Dollars (\$105,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Airport Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

The Controller is not authorized to pay monthly payment requests/invoices submitted by Contractor prior to Contractor's submission of Airport Federal Progress Payment Report – Federal Form 3 and Airport Federal Contract Exit Report and Affidavit – Federal Form 5 with the final payment request/invoice.

In no event shall City be liable for interest or late charges for any late payments.

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

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

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at:

http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A

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

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

10. Taxes.

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

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

(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;

(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.

(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.

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

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

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

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

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to,

FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

15. Insurance.

a. 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:

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

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

(3) Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

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

e. 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.

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

g. 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.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such

loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

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

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

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Appendix A herein, are interrupted or otherwise not provided, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Nine Thousand Two Hundred dollars (\$9,200.00) per day for each day, or partial day, of service is not provided is not a penalty, but is a reasonable estimate of the loss that City will incur based on the interruption of service, 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 deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. Default; Remedies. Each of the following shall constitute an 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:

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|---|---------------------------------------|
| 8. Submitting False Claims | 37. Drug-free Workplace Policy, |
| 10. Taxes | 53. Compliance with Laws |
| 15. Insurance | 55. Supervision of Minors |
| 24. Proprietary or Confidential Information of City | 57. Protection of Private Information |
| 30. Assignment | 58. Graffiti Removal |

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

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

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

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

21. Termination for Convenience

a. 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.

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

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

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

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

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

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

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

(1) The direct labor cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment.

(2) Allowable reimbursable costs incurred prior to the specified termination date, for which reimbursable expenses City has not already tendered payment

(3) Monthly management fee for which services or work City has not already tendered payment.

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

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

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting False Claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment Does Not Imply Acceptance of Work | 48. Modification of Agreement. |
| 13. Responsibility for Equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or Confidential Information of City | |

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

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

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

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

To City: Michael Lawrance
Senior Transportation Planner
San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128
michael.lawrance@flysfo.com

To Contractor: Jeff Leonoudakis
President
SFO Shuttle Bus Company
325 Fifth St.
San Francisco, CA 94107
jeff.leonoudakis@sfoshuttle.com

Any notice of default must be sent by registered mail.

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

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

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

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

30. 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.

31. 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.

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

33. Federal Non-Discrimination Provisions

49 CFR Part 21. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations, Part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 Code of Federal Regulations Part 23. Contractor agrees to include the above statements in any subsequent contract covered by 49 Code of Federal Regulations, Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

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 Airport deems appropriate.

34. Nondiscrimination; Penalties

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

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

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

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

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

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do

business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

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

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

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

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or

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

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a

breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. **Application of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter,

including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

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

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and

implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- 6) Set the term of the requirements.
- 7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- 8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- 9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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

e. **Liquidated Damages.** Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- 4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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

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

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

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall complete and submit an Airport Federal Contract Modification – Federal Form 4 with every Modification of the Agreement.

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. 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.

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. 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.

55. Supervision of Minors: Reserved

56. 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.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an

increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure: Reserved

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

62. Dispute Resolution Procedure: Reserved

63. Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All

proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

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

65. Premises

a. Office Space. Commission shall provide Contractor with offices located adjacent to the Shuttle Bus Maintenance Base. Furnishings, including facsimile machines, photocopiers, and computers that are the property of the City shall be used strictly for the management and staffing of the Airport's Shuttle Bus Program as set forth in this Agreement. The furnishings shall be maintained in good working order throughout the term of this Agreement by Contractor.

b. Relocation, Expansion and Reduction. At any time during the term of this Agreement, the Airport may require that the Contractor's office space(s) be relocated on Airport property, or expand or reduce the number or size of the Contractor's office space, as determined by the needs of the Airport. Any such relocation, expansion or reduction shall be undertaken by the Airport at City's expense.

66. Use of Premises

a. Permitted Uses. Contractor shall use the designated office space(s) on a non-exclusive basis to perform management and administrative tasks required to operate the Airport's Shuttle Bus Program. Office space(s) shall be used for no other service other than those described in Appendix A. Contractor shall not place or install any office equipment and/or furniture outside the boundaries of the premises without the express written consent of Director or his designee. Contractor may install and operate necessary and appropriate signs for the operation of the shuttle bus service, subject to the approval of Director or his designee as to the number, size, height, location, color, and general type and design. Such approval shall be subject to revocation by Director or his designee at any time.

b. Prohibited Uses. The designated office space(s) shall not be used except for the purposes specified in Appendix A. Contractor shall not do, or cause or permit anything to be done, in or about the

premises, or bring or keep anything thereon which will increase in any way the rate of fire insurance on the premises or any of its contents; or create a nuisance; or in any way obstruct or interfere with the rights of others on the premises, or injure or annoy them; or commit or suffer to be committed any waste upon the premises; or use or allow said premises to be used, for any improper, immoral, unlawful or objectionable purposes. Contractor shall not display any advertising pamphlets, circulars, brochures, signs, or similar materials outside the designated office space(s) unless approved in writing by Director or his designee.

67. Operations

a. Day-to-Day Shuttle Bus Operations. Contractor understands and agrees that its operation under this Agreement is a service benefiting airline passengers, Airport employees, and the users of the Airport, and that Contractor shall conduct its operation in a first-class, businesslike, efficient, courteous and accommodating manner. All of Contractor's employees shall be properly licensed. Drivers shall be professional, courteous, and responsive to the needs of passengers. Director or his designee shall have the right to make objections to the character of the service rendered to the public, and the appearance and condition of the designated office space(s) or personnel. Contractor agrees to promptly discontinue or remedy any such objectionable practice. If Director or his designee is not satisfied with the performance of Contractor's service for any reason, Director or his designee shall so notify Contractor in writing. In such event, the parties shall discuss the problem(s) and shall use their best efforts to resolve any problems with Contractor's agents. Failure to maintain day-to-day shuttle operations in the manner described herein and in Appendix A shall be a material breach of this Agreement.

b. Shuttle Bus Repair and Maintenance. Contractor shall at all times maintain shuttle buses as more fully set forth in Appendix A, attached hereto. Failure to comply with the provisions of Appendix A shall be a material breach of this Agreement.

c. Representative of Contractor. Contractor shall at all reasonable times retain on Airport property at least one representative from On-Site Management Staff, authorized to represent and act for it in matters pertaining to its operation, and shall keep Director or his designee informed in writing of the identity of each such person.

d. Investigation Reports. Contractor agrees that, as required by Director or his designee, it will conduct an internal investigations and prepare a written reports of the quality of the service and operational techniques being used by Contractor. Contractor shall cause such investigation and observation to be made at such reasonable times and in the manner directed by Director or his designee, and shall deliver forthwith to Director or his designee a true and complete written copy of any such reports made by Contractor.

d. Reservations by Director or his Designee. Director or his designee shall have the right, without any obligation to do so, at any reasonable time and as often as it considers necessary (a) to inspect any of said premises; (b) to enter thereon to make ordinary repairs to Commission's property; and (c) in the event of an emergency, to take such action therein as may be required for the operation of emergency services and the protection of persons or property. Contractor shall provide Director or his designee with emergency access to the premises.

68. Secured Guarantee. Contractor guarantees the work of itself and all subcontractors, and covenants that the work shall be completed and operational consistent with the terms of this Agreement and all of its Appendices. Contractor shall secure its guarantee in the amount of a Five Hundred Thousand dollar (\$500,000) Letter of Credit to be maintained over the life of the contract.

Should Contractor fail to perform the work as guaranteed, the full amount of the Letter of Credit shall be immediately paid to City.

Separate from and in addition to the Letter of Credit described above, the Contractor shall also be required to maintain Two Million Seven Hundred Thousand dollars (\$2,700,000) in available liquid resources throughout the term of the contract. Such resources may be in the form of the following:

- a) Cash, based an average bank account cash balance over the past 18 months;
- b) A line of credit;
- c) An equity line of credit; or
- d) Any combination of these resources.

The contractor shall provide that a lapse in available liquidity may constitute a material breach of contract and may be grounds for termination of the contract for fault. The Airport, at its sole discretion, may require confirmation for liquidity during the course of the contract. The contractor shall respond within five (5) working days to such request.

69. Worker Retention Policy

Contractor shall comply with the Airport's Worker Retention Policy, which states:

Retention of Employees of Covered Employers when a Successor Contract is Awarded

This Worker Retention Policy shall apply to Airport contractors who employ workers who perform essential services at the Airport on a regular, ongoing and continual basis for the benefit of the travelling public and for the increased efficiency of Airport operations; such services include but are not limited to services for parking garage and curbside management operations, the information booths, in-terminal food and beverage concessions, the SFO Medical Clinic, intra-Airport transportation services, and/or services by third party service providers subject to the Airport's Quality Standards Program, but not including airlines. The Airport Director shall have the authority to determine the Service Provider contracts that provide such essential services. Upon termination or end of a Service Provider contract, any person continuously employed as a service employee of the contractor or subcontractor for six months or more for 16 or more hours per week and whose primary place of employment is at the San Francisco international Airport shall be retained in his/her employment at the Airport by the successor contractor or subcontractor for a 90-day trial employment period.

The term "employee" does not include a person who (1) is a managerial, supervisory or confidential employee, including those who would be so defined under the Fair Labor Standards Act; or (2) does not meet any applicable quality standards specified in the Quality Standards Program; or (3) is employed less than sixteen hours per week.

A "successor service contract" means a service contract where the services to be performed have previously been rendered under another substantially similar services contract that recently has been terminated or has ended.

Required Employee Information

Where a service contract subject to this regulation has been terminated or ended, or where a service contractor has given notice of such termination, the service contractor shall, within ten (10) days of giving or receiving such notice, provide to the successor contractor and to the Airport Employment Information Center, the name, date of hire, and employment occupation classification of each such

employee employed at the Airport covered by the prospective contractor at the time of contract termination. This requirement shall also apply to the subcontractors of the terminated contractor.

If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of the contract termination, the terminated contractor shall obtain such information from the Airport. If a successor service contract has not been awarded by the end of the ten (10) day period, the employment information referred to earlier shall be provided to the Airport at such time.

Successor Contractor's Obligation to Retain the Employees of the Contractor Whose Services Contract has been Terminated or has Ended

A successor contractor shall retain, for a 90-day trial employment period, the employees of the predecessor contractor, as defined above.

During such trial period, a successor contractor or subcontractor, where applicable, shall evaluate each employee retained pursuant to this policy. If the employee's performance during such period is satisfactory, the successor contractor or subcontractor shall offer the employee continued employment under the terms and conditions established by the successor contractor or subcontractor or as required by the Airport's Quality Standards Program. If the employee's performance is determined to be unsatisfactory, in the opinion of the successor contractor or subcontractor, such employee may be released from employment and shall be referred to the Airport Employment Center.

If at any time a successor contractor determines that fewer employees are required to perform the new service contract than were required by the former contractor and/or subcontractor, if any, the successor contractor shall retain the predecessor contractor's employees by seniority within job classification. During the trial employment period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or subcontractor from which the successor contractor or subcontractor shall hire additional employees.

Notwithstanding the requirements referred to herein, a successor contractor or subcontractor may otherwise replace an employee required to be retained pursuant to this policy with a person already actually employed by the successor contractor or subcontractor continuously for six months prior to the commencement of the successor service contract or subcontract in a capacity similar to that proposed under the successor service contract or subcontract if the successor contractor's or subcontractor's employee would otherwise be laid off work as a result of the award of the successor contract.

All contracts subject to this policy shall include a provision in which the contractor agrees to require subcontractors to comply with the obligations imposed by the worker retention program.

All disputes over interpretation or application of the worker retention regulations set forth herein shall be submitted to expedited binding arbitration in accordance with the American Arbitration Association Labor Arbitration Rules including its Expedited Labor Arbitration procedures. Costs incurred in connection with any such arbitration shall be borne equally by the contractor/subcontractor and affected employee(s) and/or the pertinent labor organization, if any.

Appendix A

Services to be provided by Contractor

I. Description of Services

The following are work tasks assumed necessary to provide shuttle bus services at San Francisco International Airport (the Airport). The Contractor will manage and operate the Airport's shuttle bus service and provide all supplies, equipment, operating personnel, maintenance and repair, and all other labor and materials necessary or required for continued performance of the specified service. The Contractor will furnish drivers, supervisors, mechanics, dispatchers, and such other employees as may be necessary for the efficient operation of all of Contractor's activities hereunder, and all such employees shall possess all valid permits, licenses, approvals and certificates required by applicable law of the state or other governmental body having jurisdiction. A complete description of the Airport's routes and hours of operation are provided in Appendix C.

The fleet of shuttle buses subject to this Agreement shall be owned by the City. The Contractor shall be responsible for all fleet cleaning and maintenance as described in Paragraph E, below.

The Contractor will obtain CNG fuel for the shuttle fleet at a reduced cost at the Airport's CNG fueling facilities, except in an emergency, when an alternate CNG fuel station may be used. The Contractor will be required to enter into a contract with one of the two on-airport CNG fuel providers.

The Contractor will obtain all insurance, permits, franchises, approvals, licenses, certificates and other authorizations necessary to conduct and operate the Airport's Shuttle Bus service. All such authorizations will be obtained and furnished by Contractor or said employees at its or their sole cost and expense. Contractor must register all drivers in the California Department of Motor Vehicles' EPN (Employers Pull Notice) Program.

A. Personnel

All employees of the Contractor shall be required to complete the badging process at the Airport. The requirements and procedures for obtaining an Airport badge can be found at the following web address: <https://sfoconnect.com/operations-security/airport-id-badges/obtaining-badge>. The Contractor expressly agrees that the City bears no burden, obligation or duty to any party except as provided under this Agreement, and the Contractor shall defend and indemnify the City against any such charges and/or claims of any kind.

To the extent the Contractor elects to employ drivers, managers, supervisors, and/or mechanics who are members of a labor union, it shall be the successful Proposer's sole responsibility to meet any and all of its obligations under any collective bargaining agreement with a union representing these personnel.

The Contractor shall provide Airport-approved uniforms for all drivers, shift supervisors, and mechanics, ensure employees receive the correctly sized uniforms, keep uniform pieces in good repair, and replace uniforms when required.

1. Drivers

The Contractor shall employ a team of experienced drivers and each such driver shall possess all of the certificates, licenses and training required by all local, state and federal laws and regulations required to operate a shuttle bus.

Drivers will be expected to assist elderly and disabled passengers, provide directions and other Airport information, and maintain a courteous, helpful, and professional demeanor at all times.

2. Bus Service Manager, Assistant Bus Service Manager, and Shift Supervisors

The Contractor will designate a full-time Bus Service Manager and Assistant Bus Service Manager to oversee the operation of the shuttle service. The Bus Service Manager will be responsible both for operational and financial management of the service. The Bus Service Manager will report all operational and maintenance problems to designated Airport staff, including schedule adherence, accidents, passenger complaints, results of California Highway Patrol (CHP) inspections, ridership statistics and other statistical data as required by the Airport Director (Director). The Assistant Bus Service Manager is responsible for assisting the Bus Service Manager with the operation of the shuttle service, and assumes the responsibilities of the Bus Service Manager in his/her absence.

The Bus Service Manager and Assistant Bus Service Manager must be on duty at the Airport forty (40) hours per week, administering the shuttle bus system full-time and coordinating operations with Airport staff. The Assistant Bus Service Manager must work a different schedule than the Bus Service Manager to ensure greater supervisory coverage throughout the week, including weekends.

The Contractor must maintain at least one dispatcher/supervisor on duty at the Airport at all times, 24 hours per day, seven days per week, 365 days per year ("24/7/365"). While on duty, dispatchers will devote full and exclusive time to expediting the shuttle bus operations as described in this Scope. The Contractor will keep designated Airport staff informed in writing of the identity and telephone number of the Bus Service Manager, Assistant Bus Service Manager, and of all Dispatchers/Shift Supervisors who can be contacted twenty-four hours per day, and who are authorized to represent and act for the company in matters pertaining to the shuttle bus operation. Any problems pertaining to Contractor's operation will be corrected to the satisfaction of Airport Director immediately upon written notice from the Airport Director or his designee.

3. Mechanics

The Contractor shall have an experienced maintenance staff on-site and in sufficient quantity to service the Airport's shuttle bus fleet while maintaining continuous shuttle service, 24/7/365. Maintenance staff must possess all certificates, licenses and training required by all local, state and federal laws and regulations regarding driving, maintenance and repair of buses. At a minimum, the maintenance staff shall be fully capable of performing the following duties:

- maintenance, repair, and overhaul of a variety of mechanical equipment;
- engine maintenance, removal, repair, overhaul, installation, and tuning;
- vehicle fuel systems maintenance, repair, overhaul, adjustment, installation, and calibration;
- maintenance and installation of lighting circuits and auxiliary actuating circuits;
- maintenance, repair, overhaul, and adjustment of vehicle brake systems, vehicle cooling systems, vehicle chassis, wheel, and suspension systems;
- safe and effective operation of shop equipment and machine tools;
- ability to troubleshoot equipment problems;
- ability to make service calls and various locations served by the Airport's shuttle service;
- ability to complete forms and keep records of work performed, and time and materials used;
- and
- ability to perform related duties and responsibilities as assigned.

B. Required Level of Service

1. Airport Rules and Regulations

The Contractor shall comply with all applicable Airport Rules and Regulations.

2. Customer Service

The Contractor shall provide courteous drivers who communicate effectively with passengers, competently answer questions about the Airport's Shuttle Bus service and its stop locations, and drive the assigned route safely and on schedule. From time to time, designated Airport staff may request that the Contractor prepare and post simple notices or schedules in vehicles and assist in collection and distribution of surveys and other pertinent data.

3. Training and Certification Verification

In order to meet customer service expectations, the Contractor shall train all employees. At a minimum, employee training shall include all of the following topics:

- emergency preparedness and evacuation procedures
- sensitivity training in assisting elderly and disabled passengers
- regular tailgate meetings on safety
- re-training program for drivers who experience a preventable accident

In addition, the Contractor shall provide a written description of how it will verify that each of its employees is qualified to perform the duties described in this Scope of Work. The description shall include a plan for verifying that employees maintain current licenses and certificates and a plan for how the Contractor will maintain the services set forth in this Scope of Work in the event that its employee(s) fail to maintain current licenses and certificates.

C. Reporting Requirements

The Contractor shall provide daily reports to the Airport with comprehensive reporting on the number of passengers carried hourly. In addition, the Contractor shall provide accident reports, incident reports, and other special reports in a format specified by designated Airport staff including, but not limited to:

1. Trip Reports (daily);
2. Road Service Call Reports (as needed);
3. Accident Notification (as needed);
4. Vehicle Maintenance Records (when requested);
5. Investigation of Driver Conduct (when requested);
6. Passenger Complaints/Comments (as needed);
7. Operations Reports (daily);
8. On-Board/Special Surveys (as needed); and
9. Other Reports as specified by the Director (as needed)

D. Inspection

The Contractor shall maintain a satisfactory CHP inspection record throughout the period of the contract. The Contractor shall notify designated Airport staff of the results of all CHP primary and follow-up inspections and regulatory actions and explain how it intends to correct identified deficiencies.

The Contractor will also be required to maintain Airport operating permits for the Airport's shuttle bus fleet. The Airport's Ground Transportation Unit (GTU) will conduct yearly inspections of the shuttle bus fleet for permitting. The Contractor will be responsible for ensuring the fleet passes inspection. In the event a bus does not pass inspection, the Contractor will be responsible for correcting the deficiency in a reasonable timeframe and returning the bus to the GTU for re-inspection and permitting.

The Contractor shall provide designated Airport staff with such access to its facilities as necessary to examine, audit, and inspect all work activities related to this contract.

Any vehicle failing to meet the Airport maintenance standards, as determined by designated Airport staff, shall not be operated and shall be immediately replaced with a vehicle that does meet Airport maintenance standards.

E. Fleet Maintenance

The following minimum maintenance standards must be observed by the successful Proposer:

1. Maintain all vehicles used for the shuttle bus service in good mechanical condition and keep clean inside and out at all times;
2. Submit an annual bus preventative maintenance plan.
3. Perform daily inspections of all buses to ensure fuels, fluids, and vital equipment meet safety and operational standards and document same;
4. Employ preventive maintenance principles as defined in the Original Equipment Manufacturer (OEM) maintenance schedule;
5. Repair minor or slight body damage, such as small dents, cracked glass, etc., and interior damage such as torn seats within thirty (30) days of discovery; and
6. Operate no vehicle with moderate or major body damage until such damage is repaired. A vehicle's transponder and decal may be removed by sworn personnel of the San Francisco Police Department's Airport Bureau where moderate or major body damage has been sustained as defined below:
 - i. "Moderate" damage is defined as more than slight damage to one-fourth or less of the vehicle, such as an entire fender, grill, quarter panel, door, hood, rear deck, etc.; and
 - ii. "Major" damage is defined as damage to more than one-fourth of the vehicle; such as entire rear end, etc.

Any required maintenance that exceeds \$2,000 must be approved by the Airport's Auto Shop manager, or his designee, prior to parts being ordered or work performed.

F. Operations Office and Maintenance Facility

The Contractor shall use the Airport's bus maintenance facility as its base of on-site operations. The bus maintenance facility is equipped with a bus fleet storage area, maintenance bays, parts storage area, equipment room, fluids storage room, office area, conference room, rest rooms, compressor, and mechanical equipment room.

The Contractor shall be responsible for providing all tools and equipment necessary to perform bus maintenance and repairs. The costs for tools and equipment are the sole responsibility of the Contractor and are not eligible for reimbursement by the Airport.

The shuttle bus service will be monitored by the Airport's Automatic Vehicle Identification (AVI) System (or similar system) during the term of the contract. The AVI system will monitor the successful Proposer's performance under the terms of the contract

Airport staff assigned to the Airport's Auto Shop will conduct periodic spot audits and document review for purposes of confirming that the Contractor remains in compliance with the maintenance and repair terms of the contract. Within 60 day of Notice to Proceed, the Contractor will either provide Airport staff access to the Contractor's vehicle maintenance program, VMCS 2000, or request access to the Airport's vehicle maintenance program, ExtraFleet, for monitoring and oversight.

G. Transition Plan

The Airport will remove all Airport-owned maintenance equipment from the bus maintenance within 60 days of Notice to Proceed for this Agreement. The Contractor shall have in place any and all equipment needed to meet the terms of this Agreement by the time the Airport-owned equipment is removed.

2. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Airport will be Michael Lawrance, Landside Operations.

**Appendix B
Calculation of Charges**

Compensation under this Contract shall consist of two categories: (A) Reimbursable Costs and (B) Fee Amount.

A. Reimbursable Costs

The Contractor acknowledges and agrees that as the employer, it alone shall be solely responsible for fulfilling its obligations to its employees under the law and under any collective bargaining agreement(s), if applicable.

The Airport shall reimburse only actual costs supported by documentation acceptable to the Airport. There shall be no mark-up on Reimbursable Costs.

1. Direct Labor Costs

Direct Labor Costs include (a) hourly wage rate plus (b) cost of fringe benefits.

a. Hourly Wage Rates:

The Contractor shall submit payroll records supported by timecards or other verifiable documentation to support any application for reimbursement of Direct Labor Costs. The City shall reimburse actual hourly wages not to exceed the amounts set forth below:

i. Shuttle bus drivers	Not to exceed \$24.19/hr
ii. Bus mechanics (journeymen)	Not to exceed \$34.65/hr
iii. Bus mechanics (foreman)	Not to exceed \$38.12/hr
iv. Supervisor	Not to exceed \$25.79/hr

The City shall not reimburse any increase in salary for the entire initial term of this Contract if such increase would result in an hourly rate exceeding the corresponding amount set forth above.

In the event the City grants an extension of the Contract term, and for the extended term only, the City may agree, in its sole discretion, to adjust the reimbursable hourly rates costs set forth above. The City will make no adjustment unless the Contractor can document the increased actual Direct Labor Costs. The amount of the reimbursable increase shall not exceed fifty percent (50%) of the actual increase, and Contractor shall bear the cost of the remaining fifty percent (50%) of any increase.

b. Fringe Benefits

The City shall reimburse Contractor for the actual, documented cost of fringe benefits incurred by the Contractor at the rate established at the time of contract award for the first twelve (12) months of the Agreement. This shall be the "first year baseline." In the event the actual cost of fringe benefits in subsequent contract years exceeds the first year baseline, the cost of the increase shall be borne equally by the Contractor and the City. For example, if the cost of first year baseline fringe benefits increases by four percent (4%) in year two of the Agreement, the City shall reimburse Contractor the baseline amount, plus two percent (2%). Similarly, if the third year of the Agreement the Contractor's actual cost of fringe

benefits is one percent (1%) greater than the first year baseline, the City shall reimburse Contractor the first year baseline amount, plus one-half of one percent (.5%) of the first year baseline.

2. Indirect Labor Costs

The Contractor shall be entitled to reimbursement of actual, documented, and eligible Indirect Labor Costs. Documentation shall include original invoices and/or other documentation acceptable to the City. The following Indirect Labor Costs are not reimbursable:

- Employee recruitment
- Initial background investigations for employee security access badging
- Additional, subsequent background investigations
- Airport Security Access Office badge
- Replacement of lost or stolen Airport Security Access Office badge
- Employee name badges
- Replacement of lost or stolen employee name badges
- Uniform purchase and dry cleaning for drivers, mechanics and supervisors; cost of hemming uniform pants and shirts.

3. Other Direct Costs

The following other direct costs shall be reimbursable when accompanied by appropriate documentation.

INTERNET AND TELEPHONE			
Note: Neither the Contractor nor any of its employees shall have an expectation of privacy on any landlines, cell phones, emails, or text message system paid for by the City			
Cost Item	Yes	No	Comment
Up to five (5) land line telephones with voicemail		✓	Airport to provide
Local calls from landlines	✓		
Long distance calls from landlines	✓		Reimbursable, provided Contractor maintains a log with all long distance calls, including date, time, name of caller, name of person called, and reason for call.
Cellular bills for modems installed in shuttle buses and bus stops.	✓		
Cell phones (excluding smart phones)	✓		Prior written approval required. Reasonable number of phones.
Replacement of lost or damaged cell phones		✓	

Cell phone bills	✓		
Text messaging services		✓	
Wireless internet service		✓	
Postage emanating from successful proposer's Airport offices and relating solely to the Airport's shuttle bus service	✓		
Postage not emanating from successful proposer's Airport		✓	
Express next-day or two-day shipments of Airport-authorized purchase of material, equipment or supplies	✓		Prior written approval required.
Letterhead and business cards		✓	
OFFICE EQUIPMENT			
Computers, printers and monitors for administrative office functions		✓	Airport will supply – will not reimburse
Basic software (word processing, spread sheet, anti-virus, internet browser)		✓	Airport will supply – will not reimburse
Other software		✓	Unless pre-approved by Airport
Computer consumables (ink cartridges, toner, paper)	✓		Advance written approval required
Use of photocopier		✓	Airport will supply – will not reimburse
Office furniture (desks, file cabinets, chair)		✓	Airport will supply – will not reimburse

INSURANCE, PARTS, EQUIPMENT, FUEL			
Equipment necessary for the repair and maintenance of buses		✓	
Parts necessary for the repair and maintenance of buses	✓		All parts shall be monitored in an inventory control system accessible to the City.
Fuel	✓		
Insurance Premiums	✓		

B. Fee Amount

The amount set forth below shall constitute full compensation to the Contractor for any and all management fees, profit, overhead and nonreimbursable costs (direct or indirect), associated with the performance of services under this Contract. An itemized list of reimbursable and non-reimbursable costs is provided in Paragraph A above.

The Management Fee shall include all costs associated with all principals, managers and assistant managers. The Management fee shall not change for the entire initial contract term of 43 months. The Contractor shall invoice the City for payment of the Management Fee on a regular monthly basis.

For any extended term of the Contract, the Contractor shall be entitled to a monthly Management Fee amount not to exceed the original regular monthly payment amount, unless approved as a contract modification by the Airport Commission.

$$\begin{array}{rcl}
 \underline{\$98,344.28} & \times \text{ 43 MONTHS} = & \underline{\$4,228,804.04} \\
 \text{Monthly Management Fee Amount} & & \text{Total Management Fee}
 \end{array}$$

Appendix C Shuttle Bus Operation and Bus Route Maps

A. Routes and Hours of Operation

The shuttle bus operation runs 24 hours a day, seven days a week, 365 day a year.

Schedules, routes, headways, and use of vehicular equipment will be established by the Airport Director and may be supplemented, altered, reduced, and revised from time to time by the Director. As Airport passenger demand changes, shuttle bus routes and schedules will be adjusted to maximize service to the public and efficiently use Airport resources.

The bus routes operating on December 1, 2012 are as follows:

Route 1: Express service for air passengers between the Airport terminals and public Long-term Parking lot DD and garage. This route is approximately 6.5 miles round-trip. This service runs in 5-minute intervals between the hours of 4:15 AM and 12:00 AM. Between the hours of 12:00 AM and 4:15 AM, the service runs on 15-minute intervals.

Route 2: Local service primarily for employees between the employee garage (located on Westfield Road) and the Airport terminals, with intermediate stops at Lot C and United Air Cargo along North McDonnell Road. This route is approximately 3.5 miles round-trip. This service runs at 10-minute intervals between the hours of 3:00 AM and 1:00 AM. Between the hours of 1:00 AM and 3:00 AM, the service runs on 15-minute intervals, on the quarter hour (i.e. 2:00, 2:15, 2:30, etc.)

Route 3: Express service for employees and seasonal air passengers between Parking lot D and the Airport terminals. This route is approximately 5.5 miles round-trip. This service runs at 5-minute intervals between the hours of 4:15 AM and 12:00 AM. Between the hours of 12:00 AM and 4:15 AM, the service runs on 15-minute intervals.

Route 4: Local service for employees between Employee Parking Plot 2 (located on the previous Hilton Hotel site) and the Airport terminals. This route is approximately 2.0 miles round-trip. This service runs at 10-minute intervals between the hours of 3:00 AM and 1:00 AM. Between the hours of 1:00 AM and 3:00 AM, the service runs on 15-minute intervals, on the quarter hour (i.e. 2:00, 2:15, 2:30, etc.)

Maps of these routes are attached and identified as follows:

Appendix C, Attachment 1: Route 1;
Appendix C, Attachment 2: Route 2;
Appendix C, Attachment 3: Route 3; and
Appendix C, Attachment 4: Route 4;



San Francisco International Airport

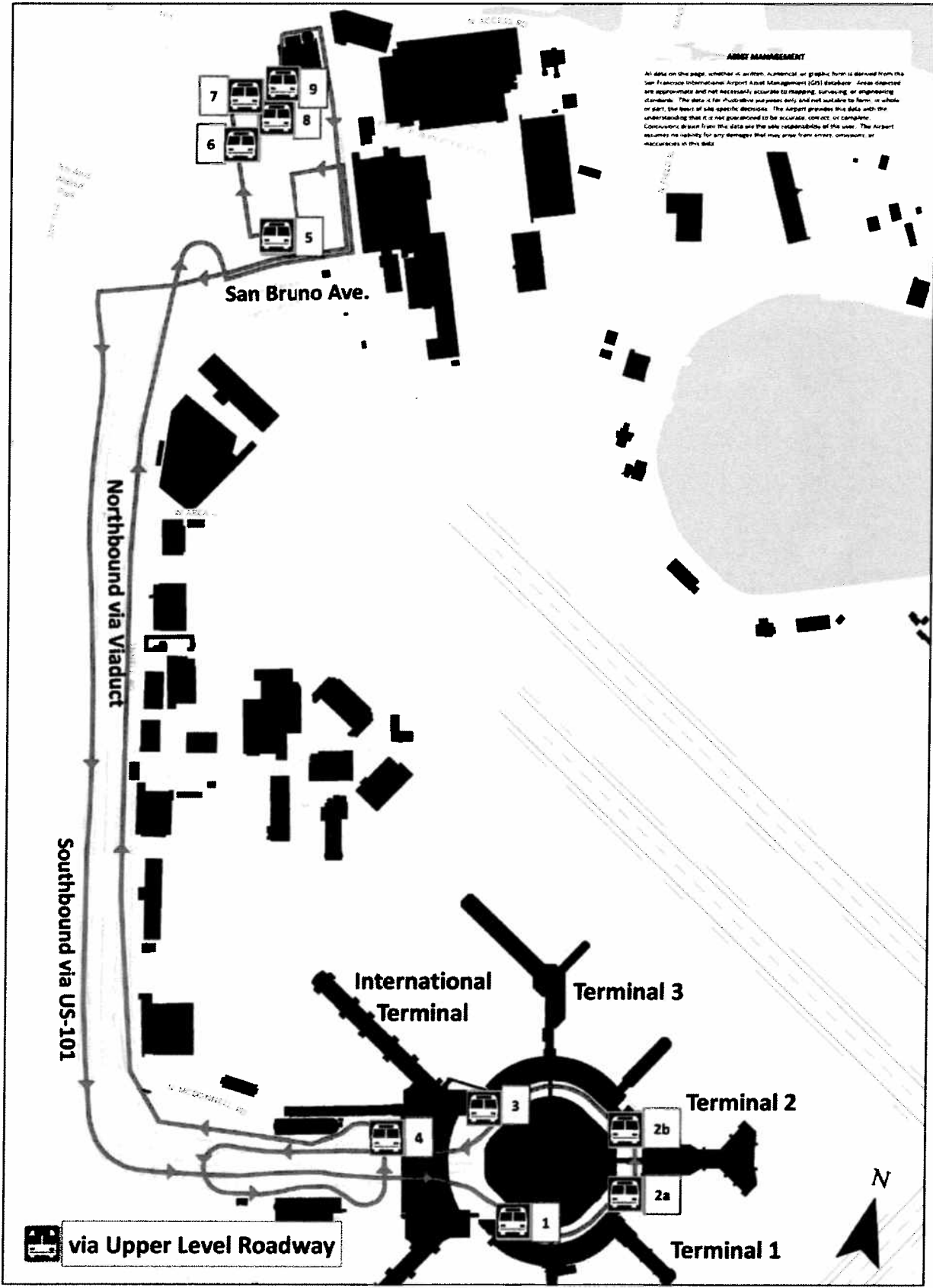
ROUTE 1

Long Term Parking Shuttle Route

6.5 miles RT

STOP LOCATIONS

- 1: Terminal 1 (Departures)
- 2a: Terminal 2 (Departures)
- 2b: Terminal 2 (Departures)
- 3: Terminal 3 (Departures)
- 4: Intern. Terminal G (Departures)
- 5-9: Long Term Parking





San Francisco
International
Airport

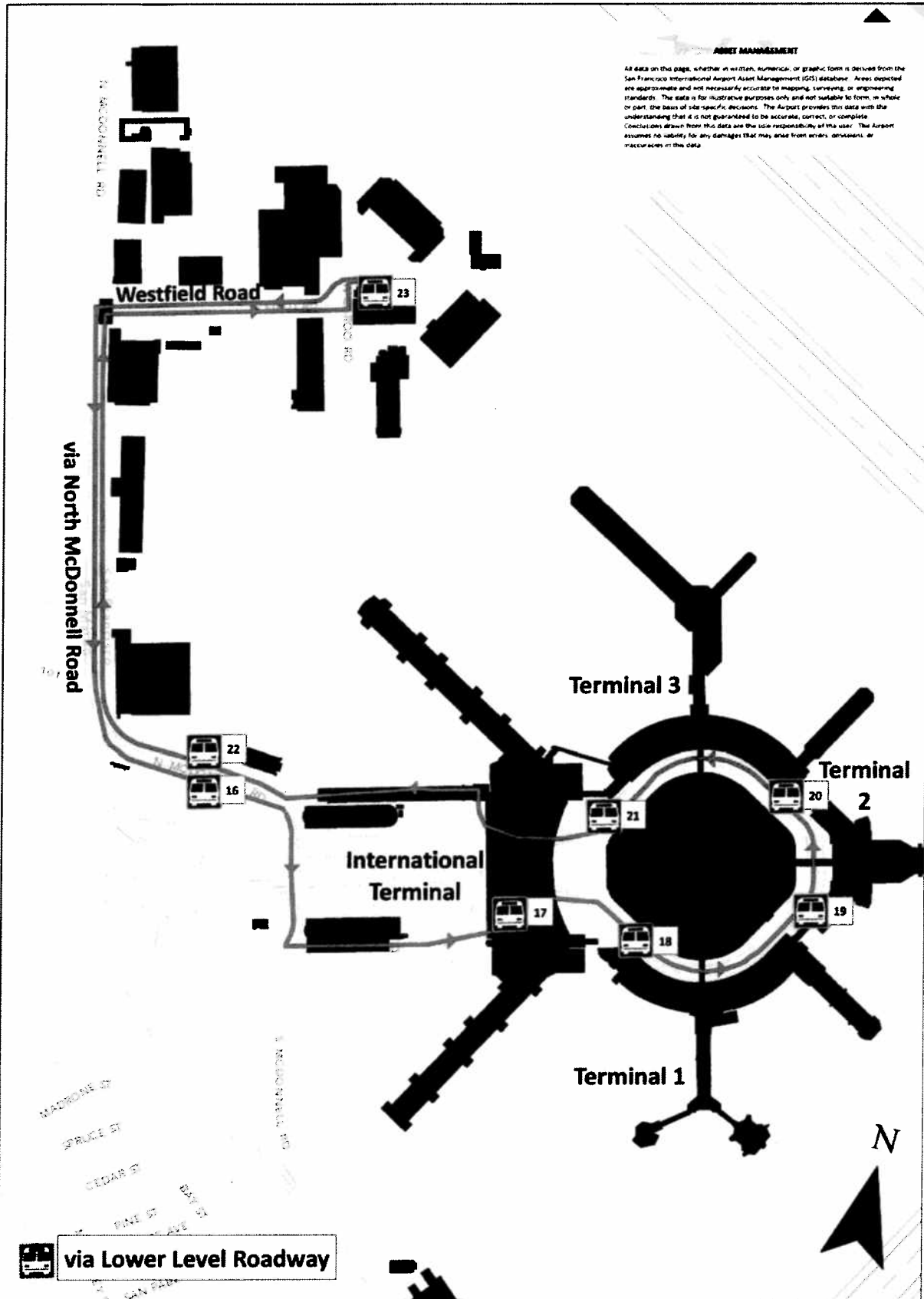
ROUTE 2

Westfield Garage Shuttle Route

3.5 miles RT

STOP LOCATIONS

- 16: Parking Lot C
- 17: Intern. Terminal A (Courtyard)
- 18: Terminal 1 (Arrivals)
- 19: Terminal 2 (Arrivals)
- 20: Terminal 2 (Arrivals)
- 21: Terminal 3 (Arrivals)
- 22: 575 N. McDonnell Road
- 23: Westfield Garage



ASSET MANAGEMENT

All data on this page, whether in written, numeric, or graphic form is derived from the San Francisco International Airport Asset Management (ASAM) database. Areas depicted are approximate and not necessarily accurate to mapping, surveying, or engineering standards. The data is for illustrative purposes only and not suitable to form, in whole or part, the basis of site-specific decisions. The Airport provides this data with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this data are the sole responsibility of the user. The Airport assumes no liability for any damages that may arise from errors, omissions, or inaccuracies in this data.

via Lower Level Roadway



San Francisco International Airport

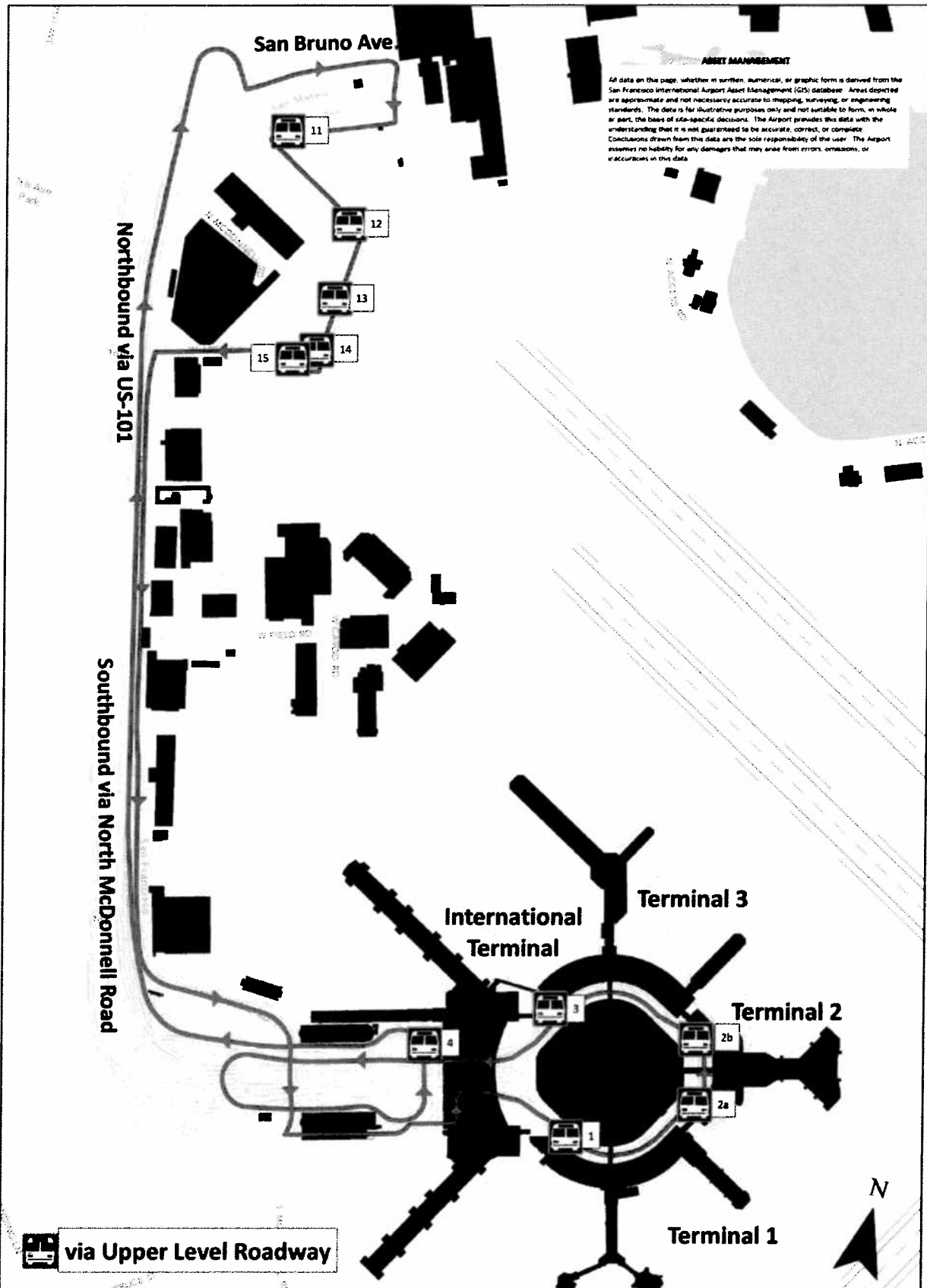
ROUTE 3

Parking Lot D Shuttle Route

5.5 miles RT

STOP LOCATIONS

- 1: Terminal 1 (Departures)
- 2a: Terminal 2 (Departures)
- 2b: Terminal 2 (Departures)
- 3: Terminal 3 (Departures)
- 4: Intern. Terminal G (Departures)
- 11-15: Lot D





Route 4

Employee Parking Plot 2

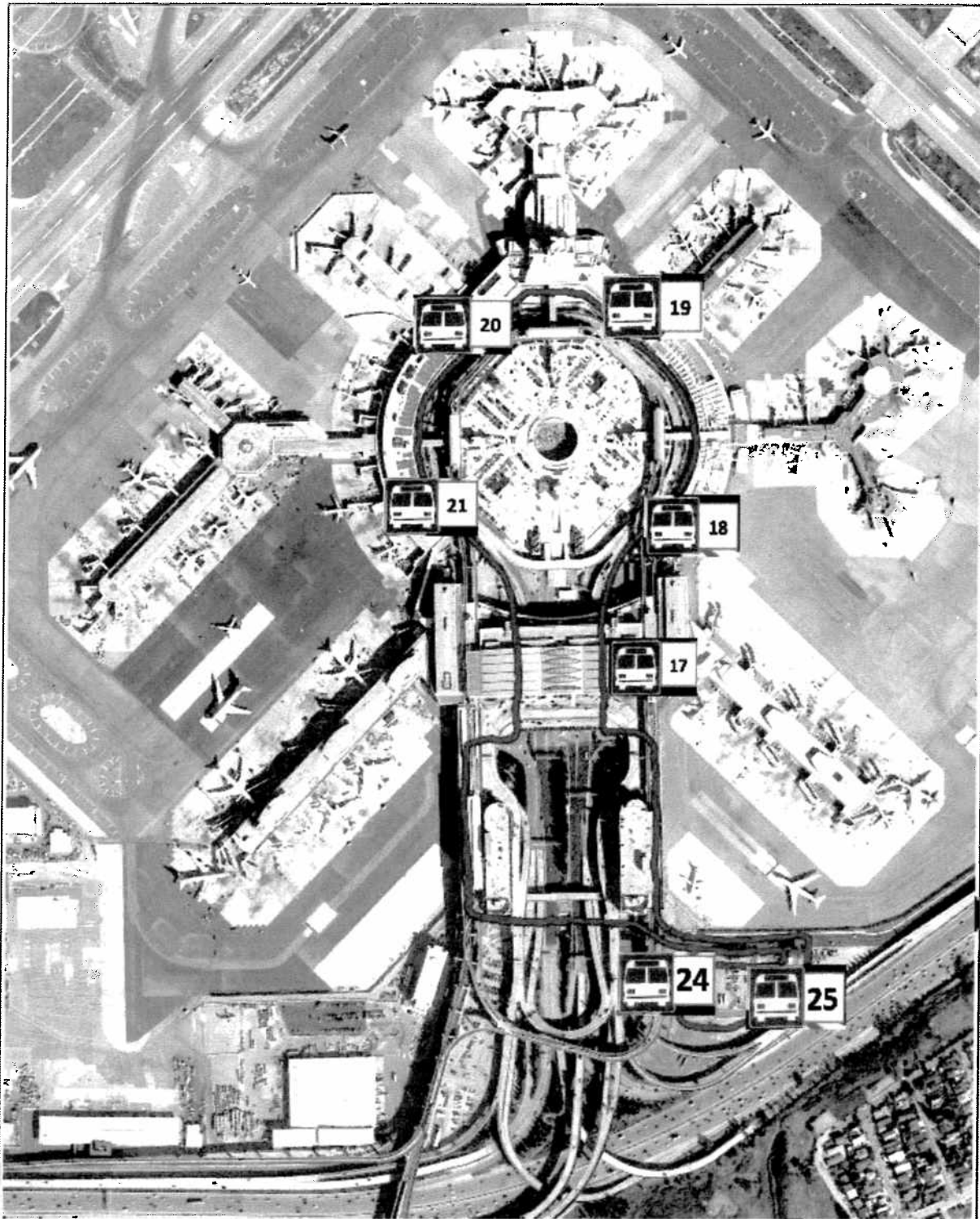
San Francisco International Airport

Shuttle Route

2.0 miles RT

STOP LOCATIONS

- 17: Intern. Terminal A
- 18: Terminal 1 (Arrivals)
- 19: Terminal 2 (Arrivals)
- 20: Terminal 2 (Arrivals)
- 21: Terminal 3 (Arrivals)
- 24-25: Plot 2




via Lower Level Roadway



Appendix D
Secured Guarantee – Letter of Credit



FAX NO: 310-297-2886
SWIFT: MNBDUS6S

COMERICA BANK
INT'L TRADE SERVICES
2321 ROSECRANS AVE. 5TH FLOOR
EL SEGUNDO, CA 90245

BENEFICIARY:
AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO INTERNATIONAL AIRPORT
INTERNATIONAL TERMINAL, NO. SHOULDER
BLDG., 5/F, P.O. BOX 8097
SAN FRANCISCO, CA 94128
ATTN: AIRPORT DIRECTOR

DATE OF ISSUE: NOVEMBER 28, 2012

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.660126-42 IN YOUR FAVOR, FOR ACCOUNT OF SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, 923 FOLSOM STREET, SUITE B, SAN FRANCISCO, CA 94107-1006 ("APPLICANT") IN THE AMOUNT OF FIVE HUNDRED THOUSAND AND 00/100 US DOLLARS (USD500,000.00) AVAILABLE BY PAYMENT OF YOUR DRAFT(S) AT SIGHT ON COMERICA BANK, WHEN ACCOMPANIED BY:

- 1. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS THERETO.

AND

- 2. A DATED STATEMENT SIGNED BY THE AIRPORT DIRECTOR STATING THAT ANY OF THE FOLLOWING EVENTS HAS OCCURRED OR IS CONTINUING:

A. THE UNDERSIGNED HEREBY CERTIFIES SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, ("ACCOUNT PARTY") HAS DEFAULTED UNDER ONE OR MORE AGREEMENTS UNDER CONTRACT NO.9254, WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS AIRPORT COMMISSION AT SAN FRANCISCO INTERNATIONAL AIRPORT. APPLICANT HAS BEEN NOTIFIED OF SUCH DEFAULT, THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO.660126-42;

OR

B. THE UNDERSIGNED HEREBY CERTIFIES SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, ("ACCOUNT PARTY") HAS BECOME INSOLVENT, OR HAS TAKEN THE BENEFIT OF ANY PRESENT OR FUTURE INSOLVENCY STATUTE, OR HAS MADE A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR HAS FILED A VOLUNTARY PETITION IN BANKRUPTCY, OR A PETITION OR AN ANSWER SEEKING AN ARRANGEMENT FOR ITS REORGANIZATION, OR THE READJUSTMENT OF ITS INDEBTEDNESS UNDER THE FEDERAL BANKRUPTCY LAWS, OR UNDER ANY OTHER LAW OR STATUTE OF THE UNITED STATES OR ANY STATE THEREOF, OR ANY JURISDICTION AVAILABLE TO THE ACCOUNT PARTY, OR HAS CONSENTED TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, OR LIQUIDATOR OF ANY OR SUBSTANTIALLY OF ITS PROPERTY, THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO.660126-42;

OR

CONTINUED ON PAGE 2



FAX NO: 310-297-2886
SWIFT: MNBDUS65

COMERICA BANK
INT'L TRADE SERVICES
2321 ROSECRANS AVE. 5TH FLOOR
EL SEGUNDO, CA 90245

PAGE 2 OF 3 OF LETTER OF CREDIT NO. 660126-42

C. THE UNDERSIGNED HEREBY CERTIFIES A PETITION UNDER ANY OF THE FEDERAL BANKRUPTCY LAWS OR AN ACTION UNDER ANY INSOLVENCY LAW OR STATUTE HAS BEEN FILED AGAINST SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, (THE "ACCOUNT PARTY"), THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO.660126-42;

OR

D. THE UNDERSIGNED HEREBY CERTIFIES WE HAVE RECEIVED A WRITTEN NOTICE OF COMERICA BANK'S ELECTION NOT TO EXTEND THEIR STANDBY LETTER OF CREDIT NO. 660126-42 AND HAVE NOT RECEIVED A REPLACEMENT STANDBY LETTER OF CREDIT OR ANY OTHER FINANCIAL ASSURANCE SATISFACTORY TO US WITHIN AT LEAST THIRTY (30) DAYS PRIOR TO THE PRESENT EXPIRATION DATE FROM SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, (THE "ACCOUNT PARTY"), THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO.660126-42;

OR

E. THE UNDERSIGNED HEREBY CERTIFIES BENEFICIARY IS ENTITLED TO DRAW DOWN THE FULL AMOUNT OF USD _____ UNDER COMERICA BANK'S STANDBY LETTER OF CREDIT NO. 660126-42 AS THE RESULT OF THE FILING OF A VOLUNTARY PETITION UNDER THE U.S. BANKRUPTCY CODE OR A STATE BANKRUPTCY CODE BY SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, WHICH FILING HAS NOT BEEN DISMISSED AT THE TIME OF THIS DRAWING, THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO.660126-42;

OR

F. THE UNDERSIGNED HEREBY CERTIFIES BENEFICIARY IS ENTITLED TO DRAW DOWN THE FULL AMOUNT OF USD _____ UNDER COMERICA BANK'S STANDBY LETTER OF CREDIT NO.660126-42 AS THE RESULT OF THE FILING OF AN INVOLUNTARY PETITION HAVING BEEN FILED UNDER THE U.S. BANKRUPTCY CODE OR A STATE BANKRUPTCY CODE AGAINST SAN FRANCISCO PARKING, INC. DBA SFO SHUTTLE BUS COMPANY, WHICH FILING HAS NOT BEEN DISMISSED AT THE TIME OF THIS DRAWING, THEREFORE THE AMOUNT OF USD _____ IS NOW DEMANDED UNDER COMERICA BANK'S LETTER OF CREDIT NO. 660126-42.

PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS MAY BE MADE UNDER THIS STANDBY LETTER OF CREDIT, PROVIDED HOWEVER, THAT EACH SUCH DEMAND THAT IS PAID BY US SHALL REDUCE THE AMOUNT AVAILABLE UNDER THIS STANDBY LETTER OF CREDIT.

CONTINUED ON PAGE 3



FAX NO: 310-297-2886
SWIFT: MNBUS6S

COMERICA BANK
INT'L TRADE SERVICES
2321 ROSECRANS AVE. 5TH FLOOR
EL SEGUNDO, CA 90245

PAGE 3 OF 3 OF LETTER OF CREDIT NO. 660126-42

IT IS A CONDITION OF THIS STANDBY LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE WE SEND YOU NOTICE BY COURIER THAT WE ELECT NOT TO EXTENDED THIS CREDIT FOR ANY SUCH ADDITIONAL PERIOD. SAID NOTICE WILL BE SENT TO (1) THE AIRPORT DIRECTOR AT THE ADDRESS INDICATED ABOVE, UNLESS A CHANGE OF ADDRESS IS OTHERWISE NOTIFIED BY YOU TO US IN WRITING BY RECEIPTED MAIL OR COURIER; AND WITH A COPY SENT IN THE SAME MANNER FOR THEIR INFORMATION ONLY TO THE LANDSIDE OPERATIONS MANAGER, TERMINAL ONE, MEZZANINE LEVEL, SAN FRANCISCO INTERNATIONAL AIRPORT, SAN FRANCISCO, CA 94128, UNLESS A CHANGE OF ADDRESS IS OTHERWISE NOTIFIED BY YOU TO US IN WRITING BY RECEIPTED MAIL OR COURIER. ANY NOTICE TO US WILL BE DEEMED EFFECTIVE ONLY UPON ACTUAL RECEIPT BY US AT OUR DESIGNATED OFFICE.

ALL DRAFTS DRAWN UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER COMERICA BANK'S STANDBY LETTER OF CREDIT NO.660126-42."

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS STANDBY LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT AT OUR OFFICE LOCATED AT COMERICA BANK, INTERNATIONAL TRADE SERVICES, 2321 ROSECRANS AVE., 5TH FLOOR, EL SEGUNDO, CA 90245, ATTN: TEAM 40 ON OR BEFORE THE INITIAL EXPIRATION DATE OF THIS LETTER OF CREDIT JUNE 30, 2013, OR DURING ANY AUTOMATICALLY EXTENDED EXPIRATION DATE AS DESCRIBED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE "INTERNATIONAL STANDBY PRACTICES" (ISP 98) INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 590)AND THE LAWS OF THE STATE OF CALIFORNIA. IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF CALIFORNIA WILL CONTROL.

VERY TRULY YOURS

AUTHORIZED SIGNATURE

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

Assignment and Assumption and First Modification

THIS ASSIGNMENT (this "Assignment") and MODIFICATION (this "Modification") is made as of May 15, 2015, in San Francisco, California, by and between **SFO Shuttle Bus Company** ("Assignor") and **SFO Hotel Shuttle, Inc.** ("Assignee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission ("**Commission**").

RECITALS

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118; and

WHEREAS, On June 7, 2011, by resolution No. 234-11, the Board of Supervisors approved the contracting out of the services, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, SFO Shuttle Bus Company's corporate parent, San Francisco Parking, Inc., has reorganized its structure and desires to assign Contract No.9254 originally dated October 9, 2012 to SFO Hotel Shuttle, Inc.; and SFO Shuttle Bus Company, SFO Hotel Shuttle, Inc. and the City mutually desire to assign SFO Hotel Shuttle, Inc. all of the duties, rights, responsibilities and benefits arising out of Contract No. 9254 as if SFO Hotel Shuttle, Inc. were the original contractor; and

WHEREAS, City and Contractor desire to modify Contract No. 9254 on the terms and conditions set forth in this Modification to Contract No. 9254 to include the cost of bus cleaning as a reimbursable expense, amend the name of Contractor, and update the administrative changes required by recently enacted San Francisco contracting ordinances; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Section 4. Services Contractor Agrees to Perform is amended to reimburse Contractor for bus cleaning services in the amount of \$10,800 per month and reimburse Contractor the amount of \$324,000 for invoices during the period of December 2012 and April 2015. Assignor, Assignee and the City understand and agree that the services for bus cleaning shall not increase the total compensation set forth in the Agreement.

2. **Section 25. Notices to the Parties** is hereby replaced in its entirety to read as follows:

25. Notices to the Parties. All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor: Jeff Leonoudakis
President
SFO Shuttle Bus Company
325 Fifth St.
San Francisco, CA 94107
Jeff.Leonoudakis@SFOShuttle.net

If to Assignee: Jeff Leonoudakis
President
SFO Hotel Shuttle, Inc.
54 Tanforan Avenue
South San Francisco, CA 94080
Jeff.LLeonoudakis@SFOShuttle.net

If to City: Daniel Pino
Senior Transportation Planner
San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128
Daniel.Pino@flysfo.com

3. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 Contract No. 9254 as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in Contract No. 9254 shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of Contract No.

9254, and shall apply only to applicants and employees who would be or are performing work in furtherance of Contract No. 9254, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

1) Applicants or employees who would be or are performing work in furtherance of Contract No. 9254 may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under Contract No. 9254, shall not be considered an Adverse Action under Chapter 12T.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of Contract No. 9254.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under Contract No. 9254, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of Contract No. 9254. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of Contract No. 9254.

4. **Section 64. Labor Peace / Card Check Rule** is hereby replaced in its entirety to read as follows:

64. Labor Peace / Card Check Rule. Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of Contract No. 9254, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend Contract No. 9254; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate Contract No. 9254, in addition to exercising all other remedies available to him / her.

5. **Section 70. Assignment** is hereby added to the Agreement to read as follows:

70. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Contract No. 9254 and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date

6. **Section 71. Assumption** is hereby added to the Agreement to read as follows:

71. Assumption. Assignee hereby accepts the assignment transfer and conveyance set forth in Section 1 and agrees to perform all of Assignor's duties and obligations under Contract No. 9254, to the extent arising on or after the Effective Date.

7. **Section 72. Mutual Indemnities** is hereby added to the Agreement to read as follows:

72. Mutual Indemnities

a. Assignor. Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 70, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of Contract No. 9254 or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

b. Assignee. Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of Contract No. 9254 or any other

failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

8. **Section 73. Governing Law of Assignment** is hereby added to the Agreement to read as follows:

73. Governing Law of Assignment. This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

9. **Section 74. Headings** is hereby added to the Agreement to read as follows:

74. Headings. All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

10. **Section 75. Entire Assignment** is hereby added to the Agreement to read as follows:

75. Entire Assignment. This Assignment sets forth the entire agreement between Assignor and Assignee relating to Contract No. 9254 and supersedes all other oral or written provisions.

11. **Section 76. Further Assurances** is hereby added to the Agreement to read as follows:

76. Further Assurances. From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

12. **Section 77. Severability of Assignment** is hereby added to the Agreement to read as follows:

77. Severability of Assignment. Should the application of any provision of this Assignment 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 Assignment 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 Assignor, Assignee and City.

13. **Section 78. Successors; Third-Party Beneficiaries** is hereby added to the Agreement to read as follows:

78. Successors; Third-Party Beneficiaries. Subject to the terms of Contract No. 9254, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 79, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

14. **Section 79. Consent of City; No Release of Assignor; Waivers** is hereby added to the Agreement to read as follows:

79. Consent of City; No Release of Assignor; Waivers. Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Contract No. 9254. City shall be a third party beneficiary of this Assignment (other than Section 72) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under Contract No. 9254 if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform

under Contract No. 9254, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with Contract No. 9254, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 72(b)) or against any other person unless and until all obligations to City under Contract No. 9254 and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under Contract No. 9254. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under Contract No. 9254 to: (i) renew, modify or extend the time for performance of any obligation under Contract No. 9254; (ii) take and hold security for the payment of any obligation under Contract No. 9254 and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of Contract No. 9254.

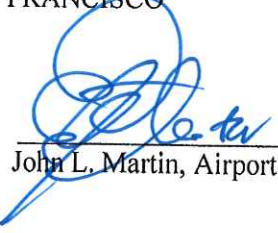
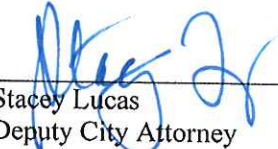
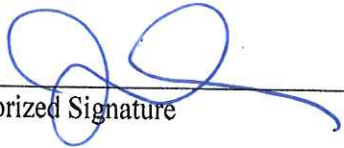

15. Appendix A, Services to be Provided by Contractor is hereby amended to include the cost of bus cleaning as a reimbursable expense.

16. Appendix B, Calculations of Charges, A. Reimbursable Costs, 3. Other Direct Costs is hereby amended to include the cost of bus cleaning as a reimbursable expense in the amount of \$10,800 per month and reimburse SFO Hotel Shuttle, Inc. the amount of \$324,000 for invoices paid during the period of December 2012 and April 2015. These services shall not increase the total compensation set forth in the Agreement.

17. Effective Date. Each of the modifications set forth in this Assignment/Modification shall be effective on and after the date of this Assignment/Modification.

18. Legal Effect. Except as expressly changed by this Assignment/Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Assignment/Modification as of the date first referenced above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  John L. Martin, Airport Director</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:  Stacey Lucas Deputy City Attorney</p> <p>ASSIGNOR</p> <p> Authorized Signature</p> <p>Jeffrey G. Leonoudakis, President SFO Shuttle Bus Company City Vendor Number: 16857 325 Fifth Street San Francisco, CA 94107 650-877-0430 FEIN: 94-2314846</p>	<p>ASSIGNEE</p> <p> Authorized Signature</p> <p>Jeffrey G. Leonoudakis President Title</p> <p>SFO Hotel Shuttle, Inc. Company Name</p> <p>88302 City Vendor Number</p> <p>54 Tanforan Avenue Address</p> <p>South San Francisco, CA 94080 City, State, ZIP</p> <p>650 580-9121 Telephone Number</p> <p>68-0494097 Federal Employer ID Number</p>
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Subject to Section 79 of this Assignment/Modification, City hereby consents to the assignment and assumption described in Sections 70 and 71 of this Assignment/Modification.

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

Second Modification

THIS MODIFICATION (“Modification”) is made as of July 1, 2016, in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission or the Commission’s designated agent, hereinafter referred to as “**Commission.**”

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11, the Board of Supervisors approved the contracting out of the services, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No.421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015; and

WHEREAS, City and Contractor desire to modify the agreement on the terms and conditions set forth herein to increase the not-to-exceed contract amount by \$23,871,617; exercise the first of three two year options and update administrative changes required by recently enacted San Francisco contracting ordinances; and

WHEREAS, the Commission approved this Second Modification pursuant to Resolution Number 16-0077 on March 15, 2016.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Modification:

a. Agreement. The term “Agreement” shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Assignment and Assumption and First Modification, dated May 15, 2015.

b. Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. Section 2. Term of the Agreement is hereby amended to exercise the first of three two year options for a new ending date of June 30, 2018.

3. Section 5. Compensation is hereby amended to increase the total compensation payable by an amount of \$23,871,617 for the period from July 1, 2016 through June 30, 2018 for a new not-to-exceed amount of \$62,871,617.

4. New Section 58. Graffiti Removal is hereby replaced in its entirety with a **New Section 58. Sugar-Sweetened Beverage Prohibition** to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.





5. New Appendix B. Calculation of Charges B. Fee Amount is hereby amended to extend the term of the Monthly Management Fee for 24 months to June 30, 2018.

6. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

7. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature
Attest:	Patricia Salmon Printed Name
	Vice President Title
By:  Jean Caramatti, Secretary Airport Commission	SFO Hotel Shuttle, Inc. Company Name
Resolution No: 16-0077	88302 City Vendor Number
Adopted on: March 15, 2016	54 Tanforan Avenue Address
Approved as to Form:	South San Francisco, CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By:  Stacey Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

Third Modification

THIS MODIFICATION (this "Modification") is made as of **December 1, 2017**, in San Francisco, California, by and between **SFO Hotel Shuttle Bus Company** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, on July 19, 2016 by Resolution No. 307-16, the Board of Supervisors approved the contracting out of the services, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012 by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount not to exceed \$23,871,617 for the option period, for a new total contract amount not to exceed \$62,871,627;

WHEREAS, City and Contractor desire to modify the agreement on the terms and conditions set forth herein to adjust the scope of work to include remote gate operations, provide airfield shuttle bus service for air passengers, increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617 and update standard clauses;

WHEREAS, the Commission approved this Third Modification pursuant to Resolution Number 17-0063 on March 21, 2017.

NOW, THEREFORE, Contractor and the City agree as follows:

- 1. Definitions.** The following definitions shall apply to this Modification:

a. **Agreement.** The term “Agreement” shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the Assignment and Assumption and First Modification, dated May 15, 2015 and the Second Modification, dated July 1, 2016

b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 64. Federal Non-Discrimination Provisions** is hereby replaced in its entirety with new **Section 64. Labor Peace/ Card Check Rule** to read as follows:

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

3. **New Section 70. Airport Commission Rules and Regulations** is hereby added to read as follows:

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

4. **New Section 71. Federal Fair Labor Standards Act** is hereby added to read as follows:

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

5. **New Section 72. Occupational Safety and Health Act of 1970** is hereby added to read as follows:

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

6. **New Section 73. Federal Nondiscrimination Requirements** is hereby added to read as follows:

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

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

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

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

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

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

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

73.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 73.1 through 73.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

73.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR § 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC § 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration's Non-discrimination statute (49 USC. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 et seq).

7. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount of \$1,410,000, for a new not-to-exceed amount of \$ 64,281,617.

8. **Appendix A, Services to be Provided by Contractor – New Section II.3.H. Remote Gate Operations** is hereby added to read as follows:





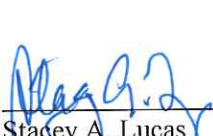
H. Remote Gate Operations

In order to accommodate gate shortages and mitigate delays in taxiing and deplaning, Contractor shall transport air passengers to and from remote aircraft hard stands and terminals. Service for remote gate operations will be implemented on an as-needed basis at the Airport's discretion, depending on monthly flight schedules and delays.

9. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

10. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature
Attest:	Erik Zandhuis Printed Name
Attest:	Vice President Title
By:  Jean Caramatti, Secretary Airport Commission	SFO Hotel Shuttle, Inc. Company Name
Resolution No: 17-0063	88302 City Vendor Number
Adopted on: March, 21, 2017	54 Tanforan Avenue Address
Approved as to Form:	South San Francisco, CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By:  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

Modification No. 4

THIS MODIFICATION (this "Modification") is made as of July 1, 2018 in San Francisco, California, by and between SFO Hotel Shuttle, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "Commission."

RECITALS

WHEREAS, on July 19, 2016 by Resolution No. 307-16, the Board of Supervisors approved the contracting out of shuttle bus services, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012 by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2016 plus three 2-year options in an amount not-to-exceed \$105,000,000; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification which assigns services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc. and to reimburse Contractor for bus cleaning services per month and reimburse Contractor for invoices during the period of December 2012 and April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount not to exceed \$23,871,617 for the option period, for a new total contract amount not to exceed \$62,871,627;

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to adjust the scope of work and increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617 and update standard clauses;

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount not to exceed \$28,300,000, which includes an increased monthly management fee of \$112,996, for a new total contract amount not to exceed \$92,581,617.and

WHEREAS, the Commission approved this Fourth Modification pursuant to Resolution No. 18-0002 on January 16, 2018; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Modification:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017.

b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for two years for a new ending date of June 30, 2020.

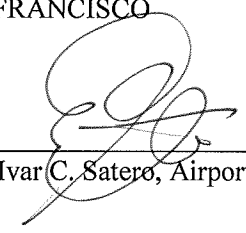
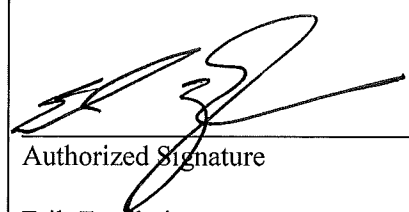
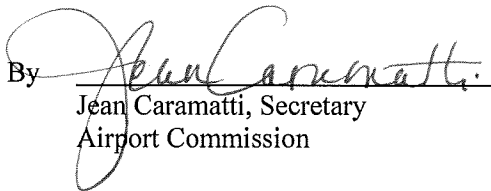
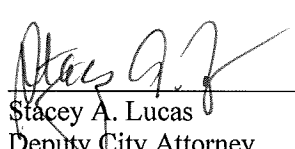
3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed \$28,300,000 for a new total not to exceed amount of \$92,581,617.

4. **Appendix B. Calculation of Charges B. Fee Amount** is hereby amended to increase the monthly management fee payable by an amount not to exceed \$112,996 per month for a total of \$2,711,904 for the two-year extension period.

5. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after July 1, 2018.

6. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Erik Zandhuis Printed Name
Attest:	Vice President Title
By  Jean Caramatti, Secretary Airport Commission	SFO Hotel Shuttle, Inc., Company Name
Resolution No: 18-0002	88302 City Vendor Number
Adopted on: January 16, 2018	54 Tanforan Avenue Address
Approved as to Form:	South San Francisco, CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

Modification No. 5

THIS MODIFICATION (this "Modification") is made as of January 1, 2019 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, on June 7, 2011 by Resolution No. 234-11 and on June 5, 2012 by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012 by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014 by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; include the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016 by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018 by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018 by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to authorize wage rate increases retroactive to July 1, 2016 stemming from a change in economic conditions in the Bay Area resulting in challenges in hiring and retaining qualified staff; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to authorize the rental of additional buses when needed due to construction-related AirTrain outages and the subsequent need for additional bus services; and

WHEREAS, on December 18, 2018 by Resolution No. 18-0400, the Commission approved this Modification to the Agreement; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Modification:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated January 1, 2019 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018.

1.2 Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. Appendix A: Scope of Work

Section I(A)(1) shall be amended by adding the following text to the last paragraph:

Contractor shall provide the City with a list of all drivers' names and shall require all drivers to complete customer courtesy training provided by Airport staff at Airport's expense. All such training shall be complete by March 31, 2019. As new drivers are assigned by Contractor to perform work under this Agreement, all such drivers shall complete customer service training within 30 calendar days of completing the Airport's badging process.

3. Appendix B Calculation of Charges. Appendix B Calculation of Charges is hereby amended as follows:

2.1 Section A.1. Direct Labor Costs is replaced in its entirety with the following:

1. Direct Labor Costs

Direct Labor Costs include (a) hourly wage rate plus (b) cost of fringe benefits.

a. Hourly Wage Rates

Consistent with Appendix B, § A(1), the City has reimbursed Contractor for half of the amount of each wage adjustment beginning in July 2016, when the first option to extend the Contract was exercised by the Airport Commission. The Contractor shall continue to submit payroll records supported by timecards or other verifiable documentation to support any application for reimbursement of Direct Labor Costs. The City has already reimbursed Contractor for all of the wages set forth in the “Historical Wage Rates Reimbursements” table, below. A new “Spotter” classification was added in January 2017 for Airside operations.

Historical Wage Rates and Reimbursements				
Effective December 2012				
Classification	Wage Rate Paid by Contractor	Wage Increase	50% of Differential	Billed Rate to SFO*
Shuttle Bus Drivers	\$24.19	\$0.00	\$0.00	\$24.19
Bus Mechanics (Journeymen)	\$34.65	\$0.00	\$0.00	\$34.65
Bus Mechanics (Foreman)	\$38.12	\$0.00	\$0.00	\$38.12
Supervisors	\$25.79	\$0.00	\$0.00	\$25.79
Effective July 2016				
Shuttle Bus Drivers	\$26.50	\$2.31	\$1.16	\$25.35
Bus Mechanics (Journeymen)	\$34.65	\$0.00	\$0.00	\$34.65
Bus Mechanics (Foreman)	\$38.12	\$0.00	\$0.00	\$38.12
Supervisors	\$27.29	\$1.50	\$0.75	\$26.54
Effective January 2017				
Shuttle Bus Drivers	\$27.00	\$0.50	\$0.25	\$25.60
Bus Mechanics (Journeymen)	\$35.65	\$1.00	\$0.50	\$35.15
Bus Mechanics (Foreman)	\$39.22	\$1.10	\$0.55	\$38.67
Supervisors	\$28.29	\$1.00	\$0.50	\$27.04
Spotters**	\$17.50	\$0.00	\$0.00	\$17.50
Effective January 2018				
Shuttle Bus Drivers	\$27.50	\$0.50	\$0.25	\$25.85
Bus Mechanics (Journeymen)	\$36.35	\$0.70	\$0.35	\$35.50
Bus Mechanics (Foreman)	\$39.99	\$0.77	\$0.39	\$39.06
Supervisors	\$29.09	\$0.80	\$0.40	\$27.44
Spotters	\$18.00	\$0.50	\$0.25	\$17.75
Effective July 2018				
Shuttle Bus Drivers	\$28.00	\$0.50	\$0.25	\$26.10
Bus Mechanics (Journeymen)	\$37.05	\$0.70	\$0.35	\$35.85
Bus Mechanics (Foreman)	\$40.76	\$0.77	\$0.38	\$39.44
Supervisors	\$29.09	\$0.00	\$0.00	\$27.44
Spotters	\$18.50	\$0.50	\$0.25	\$18.00

*Billed rate (Previous billed rate + % current of differential)

**New classification beginning 1/2017 to accommodate Airside bus operations

The City shall reimburse Contractor for additional wage increases at the rates set forth in the table below:

Future Wage Rates and Reimbursements				
Effective January 2019				
Classification	Wage Rate Paid by Contractor	Wage Increase	50% of Differential	Billed Rate to SFO*
Shuttle Bus Drivers**	\$28.50	\$0.50	\$0.50	\$28.50
Bus Mechanics (Journeymen)	\$37.75	\$0.70	\$0.35	\$36.20
Bus Mechanics (Foreman)	\$41.53	\$0.77	\$0.39	\$39.83
Supervisors	\$29.89	\$0.80	\$0.40	\$27.84
Spotters	\$19.00	\$0.50	\$0.25	\$18.25
Effective July 2019				
Classification	Wage Rate Paid by Contractor	Wage Increase	50% of Differential	Billed Rate to SFO*
Shuttle Bus Drivers	\$29.00	\$0.50	\$0.25	\$28.75
Bus Mechanics (Journeymen)	\$38.45	\$0.70	\$0.35	\$36.55
Bus Mechanics (Foreman)	\$42.31	\$0.78	\$0.39	\$40.22
Supervisors	\$29.89	\$0.00	\$0.00	\$27.84
Spotters	\$19.50	\$0.50	\$0.25	\$18.50

*Billed rate (Previous billed rate + % current of differential)

**Billed rate to SFO for Shuttle Bus Drivers is allowed a one-time baseline readjustment with 100% reimbursement effective January 2019. All other classifications are to be billed consistent with the contract terms of 50% of wage increases.

No further wage increases or new classifications will be approved except through a contract modification.

2.2 Section A.3. Other Direct Costs is replaced in its entirety with the following:

Other Direct Costs

The following other direct costs shall be reimbursable when accompanied by appropriate documentation.

Cost Item	Yes	No
Internet and Telephone		
Up to five (5) land line telephones with voicemail		X
Local calls from landlines	X	
Long distance calls from landlines	X	
Cellular bills for modems installed in shuttle buses and bus stops.	X	
Cell phones (excluding smart phones)	X	
Replacement of lost or damaged cell phones		X
Cell phone bills	X	
Text messaging services	X	
Wireless internet service	X	
Express next-day or two-day shipments of Airport-authorized purchases	X	
Letterhead and business cards		X
Office Equipment		
Computers, printers and monitors for administrative office functions		X
Basic software (word processing, spread sheet, anti-virus, internet browser)		X
Hardware and other software (Items to support the logistics of route and vehicle tracking including but not limited to scheduling software, transit feed capabilities, and the ability to interface with other GPS systems)	X	
Training on operation of new equipment.	X	
Computer consumables (ink cartridges, toner, paper)	X	
Use of photocopier		X
Office furniture (desks, file cabinets, chair)		X
Insurance, Parts, Equipment, Fuel		
Equipment necessary for the repair and maintenance of buses		X
Equipment and Vehicle Rental (Equipment and Vehicle Rental: Rental of equipment and vehicles when there is a shortage at SFO to adequately provide both landside and airside bussing. Examples include but are not limited to bus rental to accommodate remote gate bussing and flight delay contingency plans, variable message signs to relay bus information to passengers, and vehicle rental to service and maintain the existing bus fleet.)	X	
Training on operation of new equipment and vehicles and other training related to both landside and airside bussing as necessary.	X	
Parts necessary for the repair and maintenance of buses	X	
Fuel	X	
Insurance Premiums	X	
Employee Customer Service Training		
Training to be provided by SFO Guest Services	X	

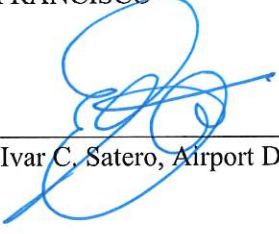


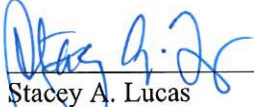
B. Management Fee

The monthly Management Fee of \$112,996 shall constitute full compensation to the Contractor for any and all management fees, profit, overhead and non-reimbursable costs (direct or indirect), associated with the performance of services under this Contract. An itemized list of reimbursable and non-reimbursable costs is provided in Paragraph A above. The Management Fee shall include all costs associated with all principals, managers and assistant managers. The Contractor shall invoice the City for payment of the Management Fee on a regular monthly basis.

4. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification, except for hourly wage rates which shall follow the effective dates set forth in 2.1.a of this Modification No. 5.

5. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	Authorized Signature  ERIK ZANDHUIS
Attest:	Printed Name Vice President Commuter Shuttle
By:  C. Corina Monzón, Secretary Airport Commission	Title SFO HOTEL Shuttle Inc Company Name
Resolution No: 18-0400	88302 City Supplier ID
Adopted on: December 18, 2018	54 TANKERMAN AVENUE Address
Approved as to Form:	SOUTH SAN FRANCISCO CA 94080 City, State, ZIP
Dennis J. Herrera City Attorney	415 915 9777 Telephone Number
By:  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

Modification No. 5A

THIS MODIFICATION (this "Modification") is made as of March 30, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020 by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to (a) exercise the final three (3) two-year options to extend the term from July 1, 2020 through June 30, 2022 and (b) to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, Modification No. 6 to this Agreement is pending approval by the Board of Supervisors; and

WHEREAS, City and Contractor desire to modify the Agreement (this Modification No. 5A) as a temporary measure to implement the new labor rates as approved by the Commission on February 4, 2020, pending and subject to approval by the Board of Supervisors; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions

a. **Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019 and.
Modification No. 6,	dated March 1, 2020

2. Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

3. Appendix B Calculation of Charges. Appendix B Calculation of Charges is hereby amended to include the following rates effective February 4, 2020. City and Contractor acknowledge and agree that this Modification No. 5A is a temporary measure for the period February 4, 2020 until the date of approval of Modification No. 6 by the Board of Supervisors. City and Contractor further acknowledge

and agree that if the Board of Supervisors rejects Modification No. 6, then this Modification No. 5A will expire on June 30, 2020 subject to further action by the Commission.

The City shall reimburse Contractor for wage increases at the rates set forth in the table below. No further wage increases or new classifications will be approved except through a contract modification.

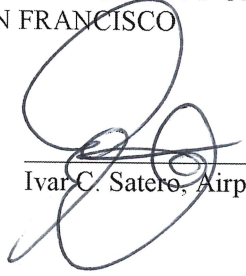

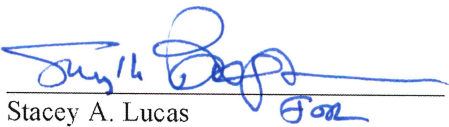
Wage Rates and Reimbursements		
Effective January 2020		
Classification	Rate Paid by Contractor	Billed Rate to SFO*
Shuttle Bus Drivers	\$30.10	\$29.30
Supervisors	\$30.99	\$28.39
Spotters	\$20.35	\$18.93
Effective July 2020		
Bus Mechanics (Journeymen)	\$40.20	\$37.43
Bus Mechanics (Foreman)	\$44.22	\$41.16

**Billed rate (Previous billed rate + 50% current of increase)*

4. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

5. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature ERIK ZANDHUIS
Approved as to Form: Dennis J. Herrera City Attorney	Printed Name Vice President, Commuter Shuttle Title
By:  Stacey A. Lucas Deputy City Attorney	SFO HOTEL SHUTTLE INC Company Name
	88302 City Supplier ID
	615 DADO STREET Address
	SAN JOSE CA 95131 City, State, ZIP
	(415) 915-9777 Telephone Number
	68-0494097 Federal Employer ID Number

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

Modification No. 6

THIS MODIFICATION (this "Modification") is made as of March 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016 in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and First Modification, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015;

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617;

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617;

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617;

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the final of three (3) two-year options commencing July 1, 2020 through June 30, 2022, in an amount not to exceed \$27,900,000, for a new total contract amount not to exceed \$123,181,617 and update standard clauses; and

WHEREAS, on February 4, 2020 by Resolution No. 20-0016, the Commission approved this Modification to the Agreement to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118, in a reduced amount of \$20,900,000 for a new not-to-exceed \$116,181,617; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions

a. Agreement has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019.

2. New Definitions, are hereby added to the Agreement as follows:

The following definitions apply to this Agreement:

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

c. "City Data" or "Data" includes, but is not limited to, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement.

d. "CMD" means the Contract Monitoring Division of the City.

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

f. "Contractor" or "Consultant" means SFO Hotel Shuttle, Inc., 54 Tanforan Avenue, South San Francisco, CA 94080.

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

h. "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.

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

j. "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

l. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

3. Section 2. Term of the Agreement, is hereby amended to extend the term of the contract for two years for a new ending date of June 30, 2022.

4. Section 5. Compensation, is hereby amended to increase the total compensation payable by an amount not to exceed \$20,900,000 for a new total not-to-exceed amount of \$116,181,617.

5. Section 20 Default; Remedies is hereby amended to include **Section 84 "Management of City Data and Confidential Information"** into the table.

6. **Section 22 Rights and Duties upon Termination or Expiration** is hereby amended to include **Section 84 “Management of City Data and Confidential Information”** into the table.

7. **Section 24 Proprietary or Confidential Information of City** is hereby deleted in its entirety and replaced to read as follows:

24. Confidential Information. In the performance of Services, Contractor may have access to City Data and /or City’s Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data 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 Confidential Information.

8. **Section 30 Assignment** is hereby deleted in its entirety and replaced to read as follows:

30. Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

9. **Section 42 Limitations on Contributions** is hereby deleted in its entirety and replaced to read as follows:

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

provided the names of the persons required to be informed to the City department with whom it is contracting.

10. Section 43 Minimum Compensation Ordinance is hereby deleted in its entirety and replaced to read as follows:

43. Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

11. Section 44 Health Care Accountability Ordinance is hereby deleted in its entirety and replaced to read as follows:

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

12. Section 57 Protection of Private Information is hereby deleted in its entirety and replaced to read as follows:

57. Protection of Private Information. 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.

13. Section 58 Sugar-Sweetened Beverage Prohibition is hereby deleted in its entirety and replaced to read as follows:

58. Distribution of Beverages and Water.

58.1 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

58.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

14. New Section 80 Withholding is hereby added to the Agreement to read as follow:

80. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

15. New Section 81 Consideration of Salary History is hereby added to the Agreement to read as follow:

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

16. New Section 82 Notification of Legal Requests is hereby added to the Agreement to read as follows:

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

17. New Section 83 Incorporation of Recitals is hereby added to the Agreement to read as follows:

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

18. New Section 84 Management of City Data and Confidential Information is hereby added to the Agreement to read as follows:

84. Management of City Data and Confidential Information

Access to City Data. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

84.2 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

84.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

19. Appendix B Calculation of Charges. Appendix B Calculation of Charges is hereby amended to include the following rates for the last option years as follows:

The City shall reimburse Contractor for wage increases at the rates set forth in the table below. No further wage increases or new classifications will be approved except through a contract modification.

Wage Rates and Reimbursements		
Effective January 2020		
Classification	Rate Paid by Contractor	Billed Rate to SFO*
Shuttle Bus Drivers	\$30.10	\$29.30
Supervisors	\$30.99	\$28.39
Spotters	\$20.35	\$18.93
Effective July 2020		
Bus Mechanics (Journeyman)	\$40.20	\$37.43
Bus Mechanics (Foreman)	\$44.22	\$41.16
Effective January 2021		
Shuttle Bus Drivers	\$31.25	\$29.88
Supervisors	\$32.14	\$28.97
Spotters	\$21.35	\$19.43
Effective July 2021		

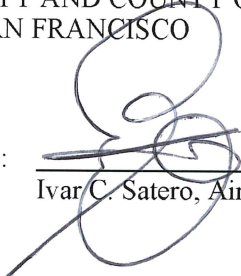
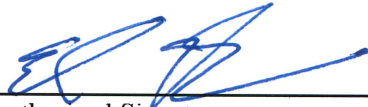

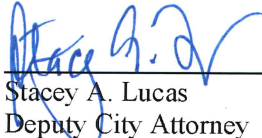
Bus Mechanics (Journeymen)	\$41.80	\$38.23
Bus Mechanics (Foreman)	\$45.98	\$42.04
Effective January 2022		
Shuttle Bus Drivers	\$32.50	\$30.51
Supervisors	\$22.35	\$29.60
Spotters	\$33.39	\$19.93
Effective July 2022		
Bus Mechanics (Journeymen)	\$43.30	\$38.98
Bus Mechanics (Foreman)	\$47.63	\$42.87

**Billed rate (Previous billed rate + 50% current of increase)*

20. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

21. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature ERIK SANDHU Printed Name
Attest:	Vice President, Operations Title
By:  C. Corina Monzón, Secretary Airport Commission	SFO HOTEL Shuttle Inc Company Name
Resolution No: 20-0016	0000011160 City Supplier ID
Adopted on: Feb 4, 2020	615 DA00 STREET Address
Approved as to Form:	SAN JOSE, CA 95131 City, State, ZIP
Dennis J. Herrera City Attorney	(415) 915-9777 Telephone Number
By:  Stacey A. Lucas Deputy City Attorney	68-0494097 Federal Employer ID Number

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

Modification No. 7

THIS MODIFICATION (this “Modification”) is made as of July 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all its professional service contractors reduce their management fees by 5% under their contracts, which will assist in maintaining the financial feasibility of Airport's continued procurement of Services under this Agreement, of acknowledged value to Contractor; and

WHEREAS, Contractor agreed to a 18.4% reduction of its management fee for the period from July 2020 through October 2020, with a 5% reduction to commence in November 2020 and continue through the end of the Agreement term; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update Appendix B Calculation of Charges, and to make administrative changes required by recently enacted San Francisco contracting ordinances;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions

a. Agreement has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and

Modification No. 5, dated January 1, 2019
Modification No. 5A, dated March 30, 2020
Modification No. 6, dated March 1, 2020

2. Definitions.

e. Confidential Information is hereby deleted in its entirety and replaced to read as follows:

e. Confidential Information

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

e.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

e.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

3. Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

4. Section 82 Notification of Legal Requests is hereby deleted in its entirety and replaced to read as follows:

82. Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to City Data or which in any way might reasonably require access to City Data, and in no event later than twenty-four (24) hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation,

any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

5. **New Section 84 Management of City Data and Confidential Information** is hereby deleted in its entirety and replaced to read as follows:

84. Management of City Data and Confidential Information

84.1 **Access to City Data.** City shall at all times have access to and control of all City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost

84.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Confidential Information outside the United States is subject to prior written authorization by the City. Access to City’s Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized

84.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

6. **Appendix B Calculation of Charges.** Appendix B Calculation of Charges is hereby amended as follows:

6.1 **Section A.3. Other Direct Costs** is hereby amended to include the following new item in the table of Cost Items under the heading “Insurance, Parts, Equipment, Fuel”:

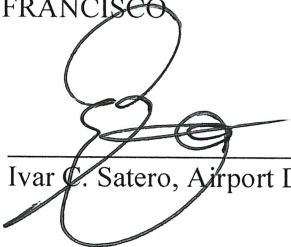
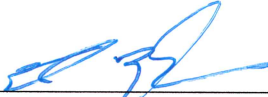

Cost Item	Y	N
Insurance, Parts, Equipment, Fuel		
Long-Term Vehicle Rental or Lease (Long-term rental or lease of up to three (3) cars, pickup trucks or vans as approved in writing by Airport Director to support Contractor’s operations, service, and maintenance of the existing bus fleet.)	X	

6.2 Section B. Management Fee is hereby amended (a) to reduce the monthly Management Fee payable by 18.4%, from \$112,996 to a new monthly Management Fee amount of \$92,163 per month, for the period from July 1, 2020 through October 31, 2020, and (b) to reduce the monthly Management Fee payable by 5%, from **\$112,996** to a new monthly Management Fee amount of **\$107,346** per month, for the period from November 1, 2020 through the remainder of the contract term.

7. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

8. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Erik Zanolis
Approved as to Form: Dennis J. Herrera City Attorney	Printed Name Vice President, Operations Title
By:  Sheryl Bregman Deputy City Attorney	SFO Hotel Shuttle Inc. Company Name 0000011160 City Supplier ID 615 Dado Street Address San Jose CA. 95131 City, State, ZIP 415-915-9777 Telephone Number 68-0494097 Federal Employer ID Number

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

Modification No. 8

THIS MODIFICATION (this “Modification”) is made as of December 1, 2020 in San Francisco, California, by and between **SFO Hotel Shuttle, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, on July 1, 2020, by Resolution No. 418-20, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2020/21 & FY 2021/22, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on July 1, 2020, due to the impacts of the COVID-19 pandemic on the City and the Airport, the Airport Director requested that all service contractors reduce their management fees and Contractor agreed to such a reduction in Modification No. 7; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update Appendix A, Services to be provided by Contractor, and Appendix B, Calculation of Charges;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions

a. Agreement has been revised. The definition "Agreement" shall mean the Agreement dated October 9, 2012 between Contractor and City, as amended by the:

Modification No. 1,	dated May 15, 2015 and
Modification No. 2,	dated July 1, 2016 and
Modification No. 3,	dated December 1, 2017 and
Modification No. 4,	dated July 1, 2018 and
Modification No. 5,	dated January 1, 2019 and

Modification No. 5A, dated March 30, 2020 and
 Modification No. 6, dated March 1, 2020 and
 Modification No. 7, dated July 1, 2020

2. **Appendix A, Section F. Operations Office and Maintenance Facility** is hereby amended to add language which allows the Contractor to lease or rent temporary office facilities while the new facilities are being constructed by the Airport.

F. Operations Office and Maintenance Facility

The Contractor shall use the Airport's bus maintenance facility as its base of on-site operations. The bus maintenance facility is equipped with a bus fleet storage area, maintenance bays, parts storage area, equipment room, fluids storage room, office area, conference room, rest rooms, compressor, and mechanical equipment room. At the Airport's request, Contractor shall lease or rent temporary facilities while all or a portion of the Airport's bus maintenance facility is unavailable during procurement, construction or renovation of such facility.

The Contractor shall be responsible for providing all tools and equipment necessary to perform bus maintenance and repairs. The costs for tools and equipment are the sole responsibility of the Contractor and are not eligible for reimbursement by the Airport.

The shuttle bus service will be monitored by the Airport's Automatic Vehicle Identification (AVI) System (or similar system) during the term of the contract. The AVI system will monitor the successful Proposer's performance under the terms of the contract

Airport staff assigned to the Airport's Auto Shop will conduct periodic spot audits and document review for purposes of confirming that the Contractor remains in compliance with the maintenance and repair terms of the contract. Within 60 day of Notice to Proceed, the Contractor will either provide Airport staff access to the Contractor's vehicle maintenance program, VMCS 2000, or request access to the Airport's vehicle maintenance program, ExtraFleet, for monitoring and oversight.

3. **Appendix B, Calculation of Charges.** Appendix B, Calculation of Charges, is hereby amended as follows:




3.1 **Section A.3. Other Direct Costs** is hereby amended to include the following new item in the table of Cost Items under a new heading "Temporary Office Facilities":

Cost Item	Y	N
Temporary Office Facilities		
Leasing or renting temporary office area, conference room and equipment room space and related support equipment during the Airport's procurement, construction, or renovation of office area, conference room and equipment room space at the Airport's bus maintenance facility.	X	

4. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

5. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature Jaspreet Singh Printed Name Assistant Vice President, Operations Title
Approved as to Form: Dennis J. Herrera City Attorney	SFO Hotel Shuttle Inc. Company Name
By:  Brooke D. Abola Deputy City Attorney	0000011160 City Supplier ID 615 Dado Street Address San Jose CA. 95131 City, State, ZIP 415-915-9777 Telephone Number 68-0494097 Federal Employer ID Number

Seth Morgan

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Eva Cheong

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Jeff Littlefield

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Ricardo Valle

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

Modification No. 9

This Modification is made this 5th day of May 2022, in the City and County of San Francisco, State of California, by and between: **SFO Hotel Shuttle, Inc.**, 615 Dado Street, San Jose CA. 95131, the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

RECITALS

WHEREAS, on June 7, 2011, by Resolution No. 234-11 and on June 5, 2012, by Resolution No. 206-12, the Board of Supervisors approved the contracting out of shuttle bus services concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on October 9, 2012, by Resolution Number 12-0220, the Commission awarded Contract No. 9254 to SFO Hotel Shuttle Bus Company for the period of December 1, 2012 through June 30, 2016, with three (3) two-year options to extend, in an amount not-to-exceed \$39,000,000; and

WHEREAS, on November 20, 2012, by Resolution No. 421-12, the Board of Supervisors approved Contract No. 9254 under San Francisco Charter Section 9.118 for the period of December 1, 2012 through June 30, 2022, in an amount not-to-exceed \$105,000,000; and

WHEREAS, on June 3, 2014, by Resolution No. 182-14, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2014/15 & FY 2015/16, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 15, 2015, the Airport Director approved the Assignment and Assumption and Modification No. 1, which assigned services from SFO Shuttle Bus Company to SFO Hotel Shuttle, Inc.; including the cost for bus cleaning services as a reimbursable expense and to retroactively pay for the bus cleaning service during the period of December 2012 through April 2015; and

WHEREAS, on March 15, 2016, by Resolution Number 16-0077, the Commission approved Modification No. 2 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to provide shuttle bus service at San Francisco International Airport, exercising the first of three (3) two-year options commencing July 1, 2016 through June 30, 2018, in an amount of \$23,871,617, for a new total contract amount not to exceed \$62,871,617; and

WHEREAS, on July 19, 2016, by Resolution No. 307-16, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2016/17 & FY 2017/18, concurring with the Controller’s certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on March 21, 2017, by Resolution Number 17-0063, the Commission approved Modification No. 3 to Contract No. 9254 with SFO Hotel Shuttle, Inc. to increase the contract amount by \$1,410,000, for a new not-to-exceed amount of \$64,281,617; and

WHEREAS, on January 16, 2018, by Resolution No. 18-0002, the Commission approved Modification No. 4 to exercise the second of three (3) two-year options commencing July 1, 2018 through June 30, 2020, in an amount of \$28,300,000, for a new total contract amount not to exceed \$92,581,617; and

WHEREAS, on May 22, 2018, by Resolution No. 167-18, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2018/19 & FY 2019/20, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on December 18, 2018, by Resolution No. 18-0400, the Commission approved Modification No. 5 to authorize wage rate increases and additional reimbursable costs in an amount of \$2,700,000, for a new total contract amount not-to-exceed \$95,281,617; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0016, the Commission approved Modification No. 6 to the Agreement to exercise the third and final two-year option to extend the term through June 30, 2022 and to increase the contract amount by \$27,900,000 for a new total contract amount not to exceed \$123,181,617; and

WHEREAS, on March 30, 2020, City and Contractor administratively modified the Agreement through Modification No. 5A to implement new labor rates as approved by the Commission while Modification No. 6 was pending Board of Supervisors approval; and

WHEREAS, on May 19, 2020, by Resolution No. 230-20, the Board of Supervisors approved Modification No. 6 under San Francisco Charter Section 9.118, to increase the contract amount by a reduced amount of \$20,900,000 for a new total contract amount not-to-exceed \$116,181,617; and

WHEREAS, on July 1, 2020, by Resolution No. 418-20, the Board of Supervisors approved the continuing contracting out of shuttle bus services for FY 2020/21 & FY 2021/22, concurring with the Controller's certification that the shuttle bus services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on July 1, 2020, due to the impacts of the COVID-19 pandemic on the City and the Airport, the Airport Director requested that all service contractors reduce their management fees and Contractor agreed to such a reduction in Modification No. 7; and

WHEREAS, on December 1, 2020, City and Contractor administratively modified the Agreement through Modification No. 8 to add language clarifying that the Contractor may lease or rent temporary office facilities while the new facilities are being constructed by the Airport; and

WHEREAS, because disruptions in work and hiring processes stemming from the COVID-19 pandemic and the related closures of City workplaces for extended periods of time caused a backlog of contract procurements, the Commission relies on the authorization granted by the Forty-Seventh Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency Dated February 25, 2020, to extend this contract without complying with the competitive solicitation and procurement procedures in the San Francisco Administrative Code; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to: (i) extend the contract term through December 31, 2022, with no increase in the contract amount, (ii) add a new route, and (iii) update standard clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions

a. Agreement is replaced as follows:

a. “Agreement” means the contract document dated October 9, 2012, Modification No. 1 dated May 15, 2015, Modification No. 2 dated July 1, 2016, Modification No. 3 dated December 1, 2017, Modification No. 4 dated July 1, 2018, Modification No. 5 dated January 1, 2019, Modification No. 5A dated March 30, 2020, Modification No. 6 dated March 1, 2020, Modification No. 7 dated July 1, 2020 and Modification No. 8 dated December 1, 2020 including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. New Definition, is hereby added to the Agreement as follows:

m. “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

3. Section 2. Term of the Agreement is hereby amended to extend the term of this Agreement for six (6) months for a new termination date of December 31, 2022.

4. Section 7 Payment; Invoice Format, is hereby replaced in its entirety with a new **Section 7 Invoice Format** to read as follows:

7. Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City’s financial and procurement system (“PeopleSoft”) Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered, or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

- The City utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit <http://portal.paymode.com/city-countyofsanfrancisco>.

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

5. Section 25 Notice to the Parties is hereby amended to add sub-Section 25.a, to read as follows:

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

6. Section 24 Confidential Information is hereby replaced in its entirety with a new **Section 24 Confidential Information** to read as follows:

24. Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data and/or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

7. Section 57 Protection of Private Information is hereby replaced in its entirety with a new **Section 57 Protection of Private Information** to read as follows:

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

8. Section 84 Management of City Data is hereby replaced in its entirety with a new **Section 84 Management of City Data** to read as follows:

84. Management of City Data and confidential Information

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

b. **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to provide Services on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

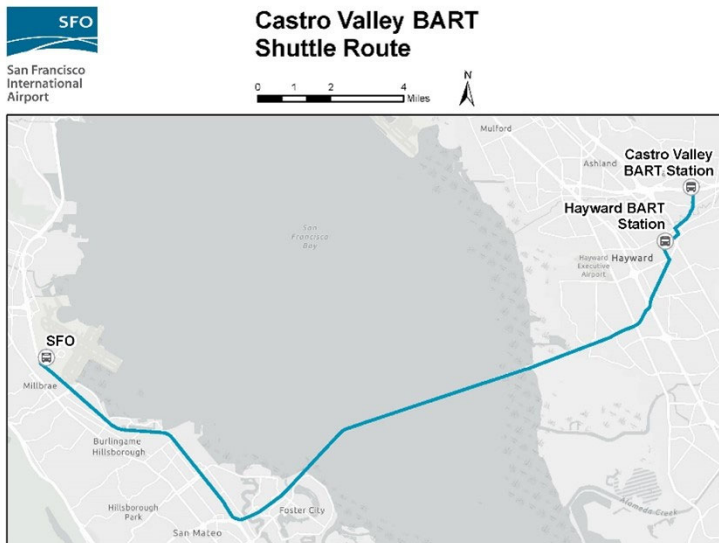
c. **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors’ environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge

occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging,” or “physical destruction,” consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

9. Appendix C, Shuttle Bus Operation and Bus Route Maps is hereby amended to add new Route 5, Commuter Service to read as follows:

Route 5: Commuter Service

Contractor will operate shuttle bus service between the Airport and locations designated by the Airport Director or a designee of the Airport Director in the vicinity of Hayward and Castro Valley, California. Contractor will operate this service 24 hours per day, with more limited service between 1:00 a.m. and 5:00 a.m., and bi-directional service every 30 minutes at other hours. A map of this service is shown below. Modifications to off-Airport service locations and the frequency of service may be requested in writing by the Airport Director without the need for further modification to this Agreement.



10. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

11. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u>DocuSigned by: Jeff Littlefield</u> 551EA8A2B0214A0... Ivar C. Satero, Airport Director	By: <u>DocuSigned by: Jaspreet Singh</u> 061C3CDB70E7489... Authorized Signature
Approved as to Form: David Chiu City Attorney	<u>Jaspreet Singh</u> Printed Name
By: <u>DocuSigned by: Brooke Abola</u> 75EC2038E8834AB... Brooke D. Abola Deputy City Attorney	<u>Assistant Vice President, Operations</u> Title
	<u>SFO Hotel Shuttle Inc.</u> Company Name
	<u>0000011160</u> City Supplier ID
	<u>615 Dado Street</u> Address
	<u>San Jose CA. 95131</u> City, State, ZIP
	<u>415-915-9777</u> Telephone Number
	<u>68-0494097</u> Federal Employer ID Number

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 22-0136

AWARD OF CONTRACT NO. 50303 TO SFO HOTEL SHUTTLE, INC. FOR SHUTTLE BUS SERVICES AT THE AIRPORT IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$72,612,418 FOR A FIVE-YEAR TERM; APPROVE THE AIRPORT DIRECTOR'S RECOMMENDATION THAT THE PUBLIC INTEREST WOULD BEST BE SERVED BY REQUIRING PAYMENT OF PREVAILING WAGES FOR MOTOR BUS SERVICES; AND DIRECT THE COMMISSION SECRETARY TO SEEK APPROVAL OF THE CONTRACT FROM THE BOARD OF SUPERVISORS PURSUANT TO SAN FRANCISCO CHARTER SECTION 9.118

- WHEREAS, the Airport wishes to continue to provide scheduled shuttle bus service at San Francisco International Airport for air passengers and Airport employees, serving the Airport campus, long-term parking lots, and other locations; and
- WHEREAS, the existing contract with SFO Hotel Shuttle, Inc. will expire on December 31, 2022; and
- WHEREAS, if the Commission acts to award Contract No. 50303, the Airport Director will terminate the current Contract to be effective concurrently with the effective date of the new Contract to ensure there is no gap in service; and
- WHEREAS, in addition to current shuttle bus service, which includes two regular routes from terminals to remote parking and which is free to employees and members of the public, the proposed Contract includes the option for the Airport to expand service by adding services and routes, including new routes connecting the Airport to other locations in the San Francisco Bay region for which the operator would collect passenger fares; and
- WHEREAS, consistent with the requirements of San Francisco Administrative Code Section 21C.1, the Airport Director recommends finding that the public interest would best be served by requiring the payment of prevailing wages for motor bus services under this Contract; and
- WHEREAS, on December 21, 2021, by Resolution No. 21-0245, the Commission authorized issuance of a Request for Proposals (RFP) for Shuttle Bus Services for San Francisco International Airport, as well as entry into contract negotiations with the highest-ranking firm; and
- WHEREAS, on April 20, 2022, the Airport received four proposals, all of which were deemed responsive to the RFP; and
- WHEREAS, a three-member evaluation panel reviewed and scored the proposals and interviewed the proposers; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 22-0136

WHEREAS, based on the scoring of the proposals, interviews, and cost proposals according to the terms of the RFP, SFO Hotel Shuttle, Inc., was evaluated to be the highest-ranked proposer and meets all of the requirements to be awarded this Contract; and

WHEREAS, Staff successfully negotiated the scope of services, contract terms and conditions, and the contract price elements with SFO Hotel Shuttle, Inc., and recommends that it be awarded this Contract; now, therefore, be it

RESOLVED, that this Commission awards Contract No. 50303 to SFO Hotel Shuttle, Inc. for Shuttle Bus Services for San Francisco International Airport in an amount not to exceed \$72,612,418 for a five-year term; and, be it further

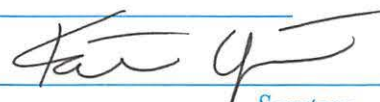
RESOLVED, that the Commission approves the Airport Director's recommendation finding that the public interest will best be served by requiring the payment of prevailing wages for motor bus services under the Contract; and, be it further

RESOLVED, that the Commission Secretary is hereby directed to request Board of Supervisor's approval of Contract No. 50303 pursuant to San Francisco Charter Section 9.118(b).

Page 2 of 2

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of SEP 6 2022


Secretary



San Francisco International Airport

MEMORANDUM

September 6, 2022

TO: AIRPORT COMMISSION
Hon. Eleanor Johns, President
Hon. Malcolm Yeung, Vice President
Hon. Everett A. Hewlett, Jr.
Hon. Jane Natoli
Hon. Jose F. Almanza

22-0136

SEP 6 2022

FROM: Airport Director

SUBJECT: Award of Contract No. 50303 for Airport Shuttle Bus Services to SFO Hotel Shuttle, Inc.

DIRECTOR'S RECOMMENDATION: AWARD CONTRACT NO. 50303 FOR AIRPORT SHUTTLE BUS SERVICES TO SFO HOTEL SHUTTLE, INC. IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$72,612,418 FOR A FIVE-YEAR TERM; APPROVE THE AIRPORT DIRECTOR'S FINDING THAT THE PUBLIC INTEREST WOULD BEST BE SERVED BY REQUIRING PREVAILING WAGES FOR MOTOR BUS SERVICES; AND DIRECT THE COMMISSION SECRETARY TO SEEK APPROVAL OF THE CONTRACT FROM THE BOARD OF SUPERVISORS PURSUANT TO SAN FRANCISCO CHARTER SECTION 9.118.

Executive Summary

Staff requests that the Commission award Contract No. 50303 for Airport Shuttle Bus Services to SFO Hotel Shuttle, Inc. The total Contract not-to-exceed amount is \$72,612,418 with a Contract term of five years. The existing Contract, also with SFO Hotel Shuttle, Inc., will expire on December 31, 2022. If awarded, the San Francisco International Airport (Airport or SFO) will terminate the current Contract to be effective concurrently with the effective date of the new Contract to avoid any gap in service.

Background

The Airport has operated Shuttle Bus Services on- and off-campus at SFO for over 30 years, connecting the SFO terminals to various destinations such as remote parking lots, regional ferry docks, and nearby transit hubs. The shuttle bus system at SFO has flexibly met a variety of needs and responded to rapid changes over the years, including operating airfield busing, emergency train replacement busing, and regional transit connections.

Currently, the Airport shuttle bus service includes two regular routes from terminals to remote parking, and it includes the operation and maintenance of 39 Airport-owned buses and related administration and maintenance facilities. The current shuttle service is free to employees and members of the public. The proposed contract includes the option for the Airport to expand service by adding services and routes, including new routes connecting the Airport to other locations in the San Francisco Bay region for which the operator would collect passenger fares.

The Airport shuttle bus contractor operates and maintains the Airport's fleet of shuttle buses. Contractor staff conduct preventative maintenance and perform most major repairs. The contractor procures all consumables, supplies, parts, and materials necessary to operate the service. It is also responsible for fueling the vehicles, maintaining the electric bus charging infrastructure and operating the technology systems integral to the bus system, including scheduling and intelligent bus systems. Contractor management staff handle all personnel issues and collect and report the operating data from all vehicles.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 3

LONDON N. BREED
MAYOR

ELEANOR JOHNS
PRESIDENT

MALCOLM YEUNG
VICE PRESIDENT

EVERETT A. HEWLETT, JR.

JANE NATOLI

JOSE F. ALMANZA

IVAR C. SATERO
AIRPORT DIRECTOR

As part of this approval and consistent with San Francisco Administrative Code Section 21C.1, the Airport Director recommends that the Commission approve the finding that the public interest would best be served by requiring that the contractor pay prevailing wages for motor bus services under this Contract.

On December 21, 2021, by Resolution No. 21-0245, the Commission authorized issuance of a Request for Proposals (RFP) for Contract No. 50303 for Shuttle Bus Services for San Francisco International Airport, as well as entry into contract negotiations with the highest-ranking firm. By the due date of April 20, 2022, the Airport received four proposals and all were deemed responsive to the RFP.

The Selection Process

A three-member evaluation panel reviewed the proposals and interviewed the proposers. The panel consisted of one member each from: (1) the Port of Oakland—an airport parking operations superintendent; (2) the San Francisco Municipal Transportation Agency—a performance and analytics manager; and (3) the Airport—an aviation planner.

Based on the scoring of the technical and cost proposals according to the terms set forth in the RFP, the top three firms would advance to the oral interviews. The final rankings and scores were as follows:

<u>Proposer Name</u>	<u>Score (out of 500)</u>
1) SFO Hotel Shuttle, Inc.	437.00
2) SP Plus Transportation	408.01
3) Storer Transit Systems	394.96
4) ABM Aviation, Inc.	287.48

Staff successfully negotiated the scope of services, contract terms and conditions, and the contract price elements with the highest-ranked proposer, SFO Hotel Shuttle, Inc. The term of the Contract will be five years and the Contract amount is not to exceed \$72,612,418.

The Agreement will be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 as the operation will be selling a service to the traveling public in the future, thereby defining it as a concession under the federal regulation. All required non-discrimination and reporting clauses required by the regulation are included in the Contract. There is no contract specific goal set for this opportunity; however, the operator is encouraged to utilize Airport Concession Disadvantaged Business Enterprise (ACDBE) firms for purchases of goods and services whenever practicable. Social Responsibility will be monitoring the types and amounts of goods and services purchased during the term of the contract in order to appropriately set goals when the Contract is resolicited in five years.

A Notice of Intent to Award was issued on August 15, 2022. The protest period ended on August 22, 2022, and no protests were received.

In light of the COVID-19 crisis and its impact on Airport finances, Staff has considered the financial implication of the proposed contract award and has determined that the services are essential for the continued safe and secure operation of the Airport. The proposed Contract accounts for appropriate fees to assure the financial feasibility of the procurement of the services specified in the Contract.

Because the Contract amount exceeds \$10 million, Board of Supervisors' approval of this Contract is required pursuant to San Francisco Charter Section 9.118(b).

Recommendation

I recommend the Commission award Contract No. 50303 to SFO Hotel Shuttle, Inc. for Airport Shuttle Bus Services in a total Contract amount not to exceed \$72,612,418, for a five-year term; approve the Airport Director's recommendation finding that the public interest would best be served by requiring the payment of prevailing wages for motor bus services under the Contract; and direct the Commission Secretary to seek approval of the Contract from the Board of Supervisors pursuant to San Francisco Charter Section 9.118(b).



Ivar C. Satero
Airport Director

Prepared by: Jeff Littlefield
Chief Operating Officer

Attachment



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 220989

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cathy widener	650-821-5184
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
AIR San Francisco International Airport	cathy.widener@flysfo.com

5. CONTRACTOR	
NAME OF CONTRACTOR SFO Hotel Shuttle, Inc.	TELEPHONE NUMBER 415-915-9777
STREET ADDRESS (including City, State and Zip Code) 615 Dado Street, San Jose, CA 95131	EMAIL jsingh@hallcon.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220989
DESCRIPTION OF AMOUNT OF CONTRACT \$72,612,418		
NATURE OF THE CONTRACT (Please describe) SFO Hotel Shuttle, Inc. will provide management and operation of scheduled shuttle bus services at San Francisco International Airport for air passengers and Airport employees, serving the terminal complex, long-term parking lots, and other locations.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	DiMola/SFO Hotel Shuttle	James	Board of Directors
2	kogler/SFO Hotel Shuttle	Jeremy	Board of Directors
3	Ramirez/SFO Hotel Shuttle	Jorge	Board of Directors
4	Rinklin/SFO Hotel Shuttle	Matt	Board of Directors
5	Stoiber/SFO Hotel Shuttle	John	Board of Directors
6	Trivelli/SFO Hotel Shuttle	Mike	Board of Directors
7	Stoiber/SFO Hotel Shuttle	John	CEO
8	Balon/SFO Hotel Shuttle	Rob	Other Principal Officer
9	Kirk/SFO Hotel Shuttle	Brian	Other Principal Officer
10	Blue wolf Capital		Shareholder
11	GCM Grosvenor		Shareholder
12	Optibus		Subcontractor
13			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------



San Francisco International Airport

September 13, 2022

Ms. Angela Calvillo
Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, California 94102-4689

Subject: Award of Contract 50303 for Airport Shuttle Bus Services with SFO Hotel Shuttle, Inc., and the City and County of San Francisco, acting by and through its Airport Commission

Dear Ms. Calvillo,

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisor's approval, the Award of Contract 50303 for Airport Shuttle Bus Services with SFO Hotel Shuttle, Inc. with a term of five (5) years, for a not to exceed total contract amount of \$72,612,418. The Airport Commission has approved the terms of the contract by adopting Resolution 22-0136 on September 6, 2022.

The following is a list of accompanying documents:

- Board of Supervisors Resolution; and
- Approved Airport Commission Resolution No. 22-0136; and
- Memorandum to the Airport Commission recommending Resolution No. 22-0136; and
- Form SFEC-126 for the Board of Supervisors; and
- A copy of the Original Professional Services Contract 50303 executed by SFO Hotel Shuttle, Inc.

Please contact Cathy Widener, Airport Governmental Affairs at 650-821-5023 if you have any questions or concerns regarding this matter.

Very truly yours,

Kantrice Ogletree/s/

Kantrice Ogletree
Commission Secretary

Enclosures

cc: Cathy Widener, Governmental Affairs

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED
MAYOR

ELEANOR JOHNS
PRESIDENT

MALCOLM YEUNG
VICE PRESIDENT

EVERETT A. HEWLETT, JR.

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