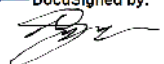


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**City and County of San Francisco  
 Airport Commission  
 P.O. Box 8097  
 San Francisco, California 94128**

**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<sup>®</sup> 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](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](mailto: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/](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](mailto: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](mailto: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.

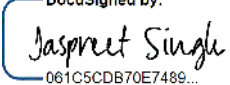
**13.4.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected 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><b>CITY</b>                  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><b>CONTRACTOR</b></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. \$M 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	\$116,071	\$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	\$802	\$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

Supervisor Staff					*Note costs per hour. \$M 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

**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

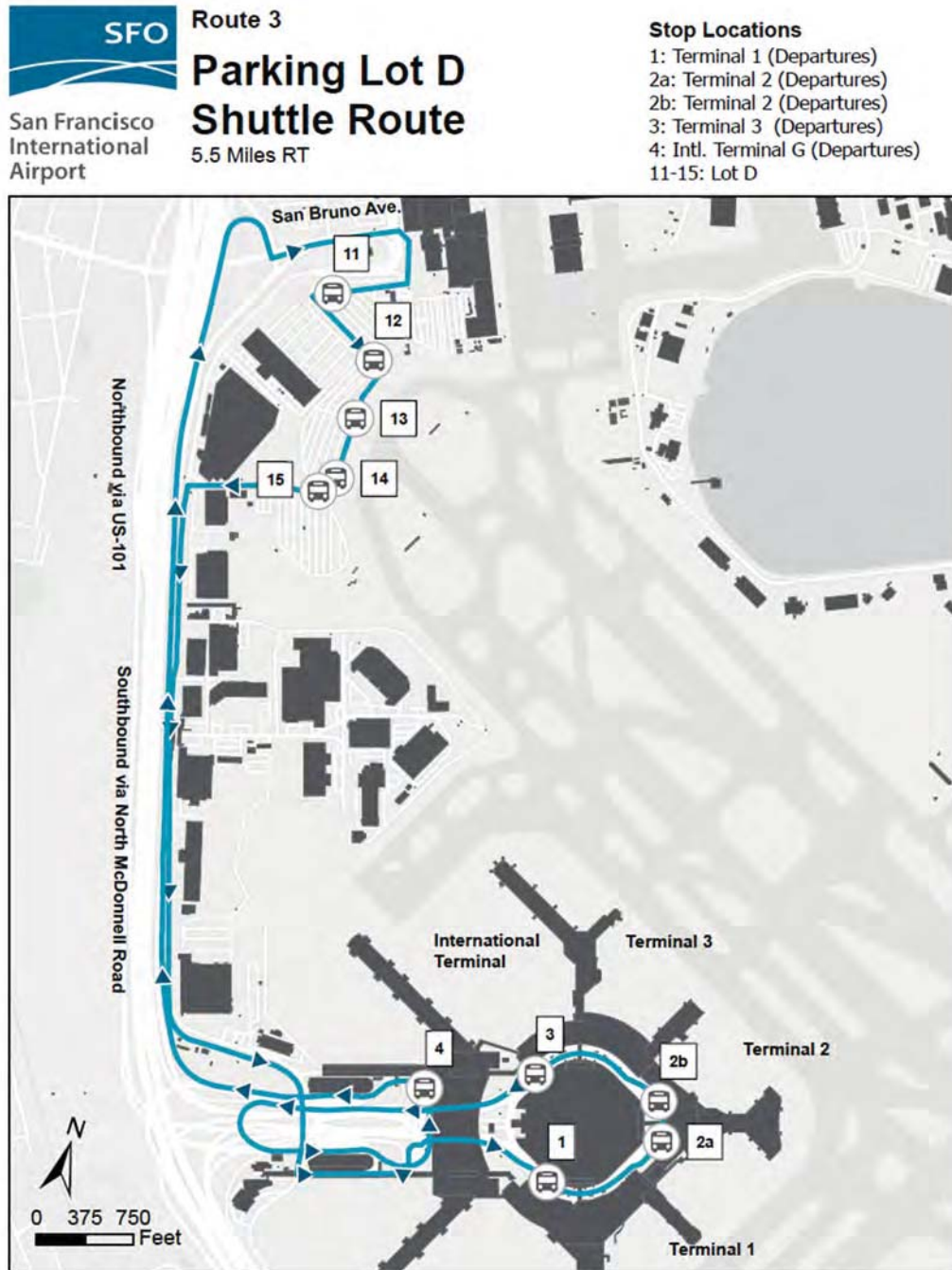
#### **4. Management Fee**

- 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
6:12	6:13	6:14	6:15	6:16	6:23	6:24	6:27	6:30	6:37
6:17	6:18	6:19	6:20	6:21	6:28	6:29	6:32	6:35	6:42
6:20	6:21	6:22	6:23	6:24	6:31	6:32	6:35	6:38	6:45
6:22	6:23	6:24	6:25	6:26	6:33	6:34	6:37	6:40	6:47
6:25	6:26	6:27	6:28	6:29	6:36	6:37	6:40	6:43	6:50
6:30	6:31	6:32	6:33	6:34	6:41	6:42	6:45	6:48	6:55
6:32	6:33	6:34	6:35	6:36	6:43	6:44	6:47	6:50	6:57
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
6:52	6:53	6:54	6:55	6:56	7:03	7:04	7:07	7:10	7:17
6:57	6:58	6:59	7:00	7:01	7:08	7:09	7:12	7:15	7:22
7:02	7:03	7:04	7:05	7:06	7:13	7:14	7:17	7:20	7:27
7:06	7:07	7:08	7:09	7:10	7:17	7:18	7:21	7:24	7:31
7:10	7:11	7:12	7:13	7:14	7:21	7:22	7:25	7:28	7:35
7:12	7:13	7:14	7:15	7:16	7:23	7:24	7:27	7:30	7:37
7:17	7:18	7:19	7:20	7:21	7:28	7:29	7:32	7:35	7:42
7:23	7:24	7:25	7:26	7:27	7:34	7:35	7:38	7:41	7:48
7:30	7:31	7:32	7:33	7:34	7:41	7:42	7:45	7:48	7:55
7:36	7:37	7:38	7:39	7:40	7:47	7:48	7:51	7:54	8:01
7:43	7:44	7:45	7:46	7:47	7:54	7:55	7:58	8:01	8:08
7:49	7:50	7:51	7:52	7:53	8:00	8:01	8:04	8:07	8:14
7:56	7:57	7:58	7:59	8:00	8:07	8:08	8:11	8:14	8:21
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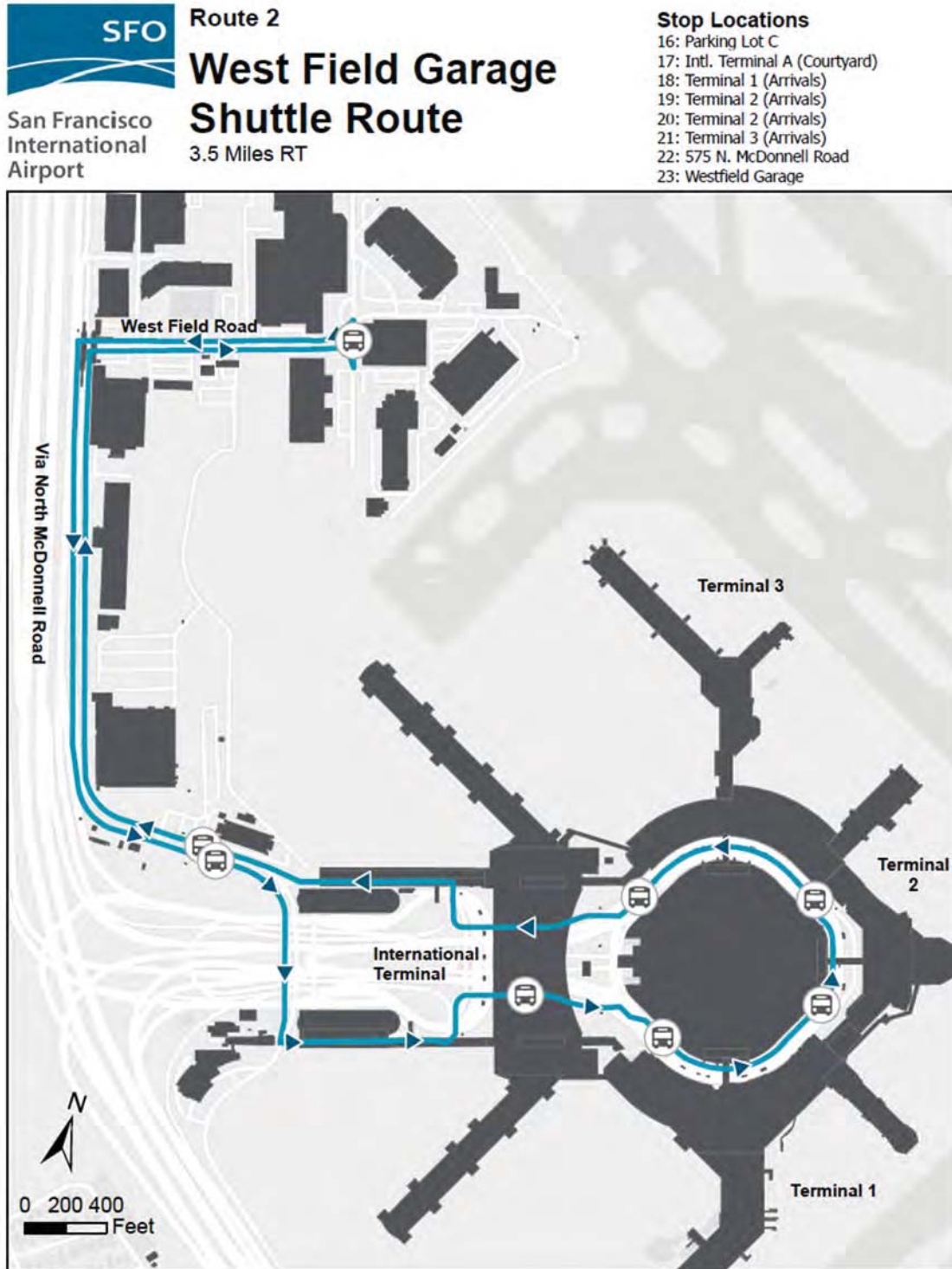
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23:42	23:43	23:44	23:45	23:46	23:53	23:54	23:57	0:00	0:07
23:45	23:46	23:47	23:48	23:49	23:56	23:57	0:00	0:03	0:10
23:47	23:48	23:49	23:50	23:51	23:58	23:59	0:02	0:05	0:12
23:50	23:51	23:52	23:53	23:54	0:01	0:02	0:05	0:08	0:15
23:54	23:55	23:56	23:57	23:58	0:05	0:06	0:09	0:12	0:19



23:57	23:58	23:59	0:00	0:01	0:08	0:09	0:12	0:15	0:22
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
0:18	0:19	0:20	0:21	0:22	0:29	0:30	0:33	0:36	0:43
0:21	0:22	0:23	0:24	0:25	0:32	0:33	0:36	0:39	0:46
0:25	0:26	0:27	0:28	0:29	0:36	0:37	0:40	0:43	0:50
0:29	0:30	0:31	0:32	0:33	0:40	0:41	0:44	0:47	0:54
0:34	0:35	0:36	0:37	0:38	0:45	0:46	0:49	0:52	0:59
0:39	0:40	0:41	0:42	0:43	0:50	0:51	0:54	0:57	1:04
0:44	0:45	0:46	0:47	0:48	0:55	0:56	0:59	1:02	1:09
0:49	0:50	0:51	0:52	0:53	1:00	1:01	1:04	1:07	1:14
0:54	0:55	0:56	0:57	0:58	1:05	1:06	1:09	1:12	1:19
1:02	1:03	1:04	1:05	1:06	1:13	1:14	1:17	1:20	1:27
1:11	1:12	1:13	1:14	1:15	1:22	1:23	1:26	1:29	1:36
1:19	1:20	1:21	1:22	1:23	1:30	1:31	1:34	1:37	1:44
1:27	1:28	1:29	1:30	1:31	1:38	1:39	1:42	1:45	1:52
1:36	1:37	1:38	1:39	1:40	1:47	1:48	1:51	1:54	2:01
1:44	1:45	1:46	1:47	1:48	1:55	1:56	1:59	2:02	2:09
1:52	1:53	1:54	1:55	1:56	2:03	2:04	2:07	2:10	2:17
2:01	2:02	2:03	2:04	2:05	2:12	2:13	2:16	2:19	2:26
2:09	2:10	2:11	2:12	2:13	2:20	2:21	2:24	2:27	2:34
2:17	2:18	2:19	2:20	2:21	2:28	2:29	2:32	2:35	2:42
2:26	2:27	2:28	2:29	2:30	2:37	2:38	2:41	2:44	2:51
2:34	2:35	2:36	2:37	2:38	2:45	2:46	2:49	2:52	2:59
2:42	2:43	2:44	2:45	2:46	2:53	2:54	2:57	3:00	3:07
2:51	2:52	2:53	2:54	2:55	3:02	3:03	3:06	3:09	3:16
2:59	3:00	3:01	3:02	3:03	3:10	3:11	3:14	3:17	3:24
3:07	3:08	3:09	3:10	3:11	3:18	3:19	3:22	3:25	3:32
3:12	3:13	3:14	3:15	3:16	3:23	3:24	3:27	3:30	3:37
3:17	3:18	3:19	3:20	3:21	3:28	3:29	3:32	3:35	3:42
3:22	3:23	3:24	3:25	3:26	3:33	3:34	3:37	3:40	3:47
3:25	3:26	3:27	3:28	3:29	3:36	3:37	3:40	3:43	3:50
3:29	3:30	3:31	3:32	3:33	3:40	3:41	3:44	3:47	3:54
3:33	3:34	3:35	3:36	3:37	3:44	3:45	3:48	3:51	3:58
3:37	3:38	3:39	3:40	3:41	3:48	3:49	3:52	3:55	4:02
3:42	3:43	3:44	3:45	3:46	3:53	3:54	3:57	4:00	4:07
3:47	3:48	3:49	3:50	3:51	3:58	3:59	4:02	4:05	4:12
3:51	3:52	3:53	3:54	3:55	4:02	4:03	4:06	4:09	4:16
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:**

<b>STOP #23</b>	<b>STOP #16</b>	<b>STOP #17</b>	<b>STOP #18</b>	<b>STOP #19</b>	<b>STOP #20</b>	<b>STOP #21</b>	<b>STOP #22</b>	<b>STOP #23</b>
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
6:20	6:23	6:26	6:27	6:28	6:29	6:30	6:33	6:37
6:30	6:33	6:36	6:37	6:38	6:39	6:40	6:43	6:47
6:35	6:38	6:41	6:42	6:43	6:44	6:45	6:48	6:52
6:40	6:43	6:46	6:47	6:48	6:49	6:50	6:53	6:57
6:50	6:53	6:56	6:57	6:58	6:59	7:00	7:03	7:07
7:00	7:03	7:06	7:07	7:08	7:09	7:10	7:13	7:17
7:10	7:13	7:16	7:17	7:18	7:19	7:20	7:23	7:27
7:20	7:23	7:26	7:27	7:28	7:29	7:30	7:33	7:37
7:30	7:33	7:36	7:37	7:38	7:39	7:40	7:43	7:47
7:40	7:43	7:46	7:47	7:48	7:49	7:50	7:53	7:57
7:50	7:53	7:56	7:57	7:58	7:59	8:00	8:03	8:07
8:00	8:03	8:06	8:07	8:08	8:09	8:10	8:13	8:17
8:10	8:13	8:16	8:17	8:18	8:19	8:20	8:23	8:27
8:20	8:23	8:26	8:27	8:28	8:29	8:30	8:33	8:37
8:30	8:33	8:36	8:37	8:38	8:39	8:40	8:43	8:47
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
11:10	11:13	11:16	11:17	11:18	11:19	11:20	11:23	11:27
11:20	11:23	11:26	11:27	11:28	11:29	11:30	11:33	11:37
11:30	11:33	11:36	11:37	11:38	11:39	11:40	11:43	11:47
11:40	11:43	11:46	11:47	11:48	11:49	11:50	11:53	11:57
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
12:20	12:23	12:26	12:27	12:28	12:29	12:30	12:33	12:37
12:30	12:33	12:36	12:37	12:38	12:39	12:40	12:43	12:47
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
13:00	13:03	13:06	13:07	13:08	13:09	13:10	13:13	13:17
13:10	13:13	13:16	13:17	13:18	13:19	13:20	13:23	13:27
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
13:40	13:43	13:46	13:47	13:48	13:49	13:50	13:53	13:57
13:50	13:53	13:56	13:57	13:58	13:59	14:00	14:03	14:07
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
16:10	16:13	16:16	16:17	16:18	16:19	16:20	16:23	16:27
16:20	16:23	16:26	16:27	16:28	16:29	16:30	16:33	16:37
16:30	16:33	16:36	16:37	16:38	16:39	16:40	16:43	16:47
16:40	16:43	16:46	16:47	16:48	16:49	16:50	16:53	16:57
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
17:10	17:13	17:16	17:17	17:18	17:19	17:20	17:23	17:27
17:20	17:23	17:26	17:27	17:28	17:29	17:30	17:33	17:37
17:30	17:33	17:36	17:37	17:38	17:39	17:40	17:43	17:47
17:40	17:43	17:46	17:47	17:48	17:49	17:50	17:53	17:57
17:50	17:53	17:56	17:57	17:58	17:59	18:00	18:03	18:07
18:00	18:03	18:06	18:07	18:08	18:09	18:10	18:13	18:17
18:10	18:13	18:16	18:17	18:18	18:19	18:20	18:23	18:27
18:20	18:23	18:26	18:27	18:28	18:29	18:30	18:33	18:37
18:30	18:33	18:36	18:37	18:38	18:39	18:40	18:43	18:47
18:40	18:43	18:46	18:47	18:48	18:49	18:50	18:53	18:57
18:50	18:53	18:56	18:57	18:58	18:59	19:00	19:03	19:07
19:00	19:03	19:06	19:07	19:08	19:09	19:10	19:13	19:17
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



20:00	20:03	20:06	20:07	20:08	20:09	20:10	20:13	20:17
20:10	20:13	20:16	20:17	20:18	20:19	20:20	20:23	20:27
20:20	20:23	20:26	20:27	20:28	20:29	20:30	20:33	20:37
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21:00	21:03	21:06	21:07	21:08	21:09	21:10	21:13	21:17
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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
3:30	3:33	3:36	3:37	3:38	3:39	3:40	3:43	3:47
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
13:08	13:09	13:10	13:14	13:45	13:56
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

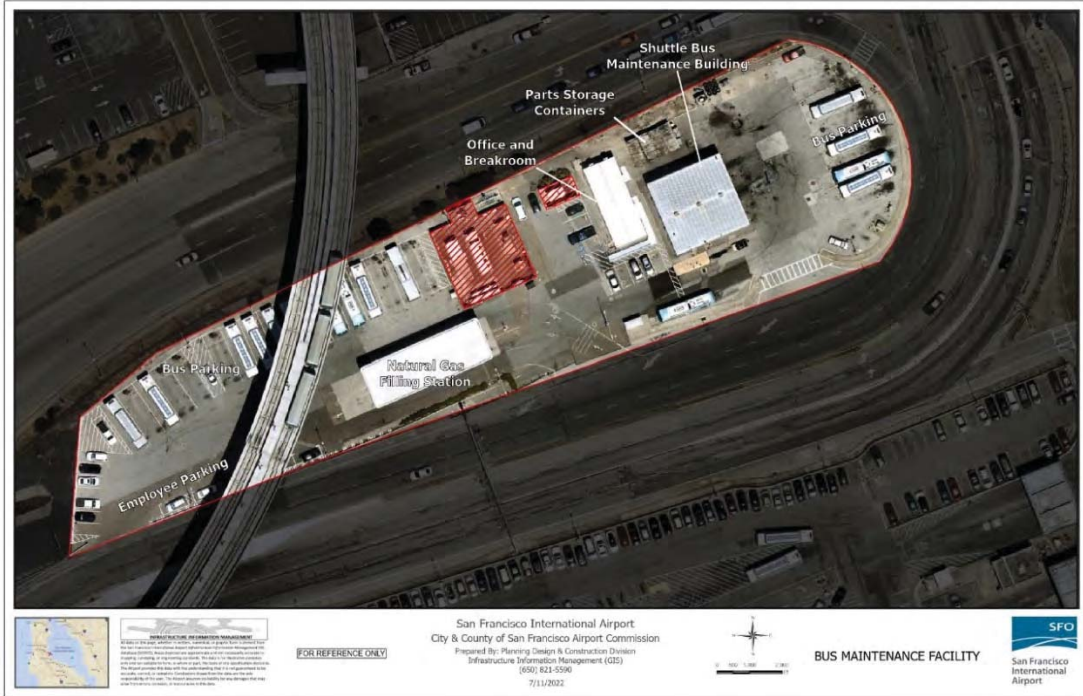
The contractor will be provided with access to the following indoor and outdoor premises. The airport reserves the right to substitute part or all of any of these sites with substantially equivalent sites if necessary.



### 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	Eng	Engine	Trans	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
							Eng	Trans									
700	1997	24	n/a	55,000	2018	2018	55,000	500,000	SFO Owned	PIC	Motorola DR600 Radio	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-21	Nova Series A80 NVR	One Step GPS	N/A
708	1999	22	n/a	270,000	2015	2015	270,000	500,000	SFO Owned	PIC	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-22	Nova Series A80 NVR	One Step GPS	N/A
709	1999	22	n/a	269,000	2015	2015	269,000	500,000	SFO Owned	PIC	Motorola AA1M7ZQN9HJALAN/PR 4551	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-23	Nova Series A80 NVR	One Step GPS	N/A
712	2001	19	2021	950,000	2015	2015	950,000	2,500,000/500,000	SFO Owned	Alarm-Bradyly	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-24	Nova Series A80 NVR	One Step GPS	N/A
715	2003	19	2021	428,476	2015	2015	428,476	2,500,000/500,000	SFO Owned	Alarm-Bradyly	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-25	Nova Series A80 NVR	One Step GPS	N/A
716	2007	14	2027	60,000	2019	2019	60,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-27	Nova Series A80 NVR	One Step GPS	N/A
717	2007	14	2027	138,000	2018	2018	138,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-28	Nova Series A80 NVR	One Step GPS	N/A
718	2007	14	2027	103,000	2019	2019	103,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-29	Nova Series A80 NVR	One Step GPS	N/A
719	2007	14	2027	336,000	2015	2015	336,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-30	Nova Series A80 NVR	One Step GPS	N/A
720	2007	14	2027	189,000	2015	2015	189,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-31	Nova Series A80 NVR	One Step GPS	N/A
722	2007	14	2027	154,000	2017	2017	154,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-33	Nova Series A80 NVR	One Step GPS	N/A
726	2008	13	2027	276,000	2016	2016	276,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-34	Nova Series A80 NVR	One Step GPS	N/A
727	2008	13	2027	52,000	2020	2020	52,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-35	Nova Series A80 NVR	One Step GPS	N/A
728	2008	13	2027	297,000	2015	2015	297,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-36	Nova Series A80 NVR	One Step GPS	N/A
729	2008	13	2027	138,000	2018	2018	138,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-37	Nova Series A80 NVR	One Step GPS	N/A
730	2008	13	2027	189,000	2017	2017	189,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-38	Nova Series A80 NVR	One Step GPS	N/A
731	2008	13	2027	331,000	2015	2015	331,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-39	Nova Series A80 NVR	One Step GPS	N/A
732	2008	13	2027	270,000	2015	2015	270,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-40	Nova Series A80 NVR	One Step GPS	N/A
733	2008	13	2027	174,000	2017	2017	174,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-41	Nova Series A80 NVR	One Step GPS	N/A
734	2008	13	2027	291,000	2016	2016	291,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-42	Nova Series A80 NVR	One Step GPS	N/A
735	2008	13	2027	304,000	2015	2015	304,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-43	Nova Series A80 NVR	One Step GPS	N/A
736	2008	13	2027	189,000	2015	2015	189,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-44	Nova Series A80 NVR	One Step GPS	N/A
737	2008	13	2027	68,000	2019	2019	68,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-45	Nova Series A80 NVR	One Step GPS	N/A
738	2008	13	2027	143,000	2018	2018	143,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-46	Nova Series A80 NVR	One Step GPS	N/A
739	2008	13	2027	41,000	2020	2020	41,000	2,500,000/500,000	SFO Owned	Vinco	Motorola AA1M7ZQN9HJALAN/PR 4550	Motorola DR600 Radio	Twinn Vision	Digital MV4B-30-365DA, Analog SVDC-FD20-47	Nova Series A80 NVR	One Step GPS	N/A
740	2019	2	N/A	22,000	2019	2019	22,000	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	34,000	2019	2019	34,000	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	31,700	2019	2019	31,700	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	11,200	2019	2019	11,200	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	33,100	2019	2019	33,100	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	27,700	2019	2019	27,700	750,000	SFO Owned	Protera	Motorola AA1M7ZQN9HJALAN/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	10,021	2017	2017	10,021	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	N/A	N/A
Cobus 2	2017	4	N/A	8,386	2017	2017	8,386	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	N/A	N/A
Cobus 3	2017	4	N/A	3,548	2017	2017	3,548	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	N/A	N/A
Cobus 4	2017	4	N/A	3,548	2017	2017	3,548	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	N/A	N/A
Cobus 5	2017	4	N/A	3,762	2017	2017	3,762	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	N/A	N/A
Cobus 6	2017	4	N/A	3,685	2017	2017	3,685	25 years	SFO Owned	Cobus	Portable radio (Motorola XPR 3500E)	N/A	N/A	Janus VD HD	N/A	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

<b>Airport owned items</b>		
<b>Mechanic Shop</b>	<b>Item</b>	<b>Quantity</b>
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
<b>Airport owned items</b>		
<b>Trailer</b>	<b>Item</b>	<b>Quantity</b>
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