

TTHIS PRINT COVERS CALENDAR ITEM NO.: 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Contract No. SFMTA-2024-06 with the San Francisco Bicycle Coalition Education Fund for the not-to-exceed amount of \$1,494,736 over a five-year term to provide bicycle education classes, scooter education classes, and outreach services. The contract shall have an initial term of three years, with two options to renew the agreement for a period of 1 year each, for a total of two additional years. The cumulative not-to-exceed amount for the three-year term is \$897,845.98, and the not-to-exceed amount for the first option year is \$297,653.98 and the second option year is \$299,235.05.

SUMMARY:


- Under the Bicycle and Scooter Safety Education and Outreach Program, the SFMTA has been providing free bicycle education classes to San Francisco residents for over 15 years and the current contract expired in April 2024.
- The SFMTA put out a Request for Proposals (RFP) and received one proposal, from the San Francisco Bicycle Coalition Education Fund.
- This new contract will allow the SFMTA, through the vendor, to continue to provide free bicycle and scooter education classes for San Francisco residents through 2029. This contract includes scooter education classes for the first time, responding to their increased use across San Francisco.
- The program will provide eight different bicycle class types for adults and youth and four scooter education class types for adults. These classes work towards improving health, safety, and sustainability and work towards Vision Zero goals and objectives.
- Staff recommends approving the contract with the San Francisco Bicycle Coalition Education Fund, in order to keep offering this free resource to residents for the next five years.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract Agreement with Scope of Work

APPROVALS:

DATE

DIRECTOR	 _____	<u>July 10, 2024</u>
SECRETARY	 _____	<u>July 10, 2024</u>

ASSIGNED SFMTAB CALENDAR DATE: July 16, 2024

PURPOSE

Authorizing the Director of Transportation to execute Contract No. SFMTA-2024-06 with the San Francisco Bicycle Coalition Education Fund for the not-to-exceed amount of \$1,494,736 over a five-year term to provide bicycle education classes, scooter education classes, and outreach services. The contract shall have an initial term of three years, with two options to renew the agreement for a period of 1 year each, for a total of two additional years. The cumulative not-to-exceed amount for the three-year term is \$897,845.98, and the not-to-exceed amount for the first option year is \$297,653.98 and the second option year is \$299,235.05.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following Strategic Plan goals:

Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized communities.

Goal 4: Make streets safer for everyone.

Goal 5: Deliver reliable and equitable transportation services.

Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking, and bicycling.

This program will support the following Transit First Policy principles:

- Principle 2: Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle, and on foot must be an attractive alternative to travel by private automobile.
- Principle 3: Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
- Principle 6: Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bike parking.

DESCRIPTION

The San Francisco Municipal Transportation Agency (SFMTA) has coordinated a comprehensive Bicycle and Scooter Safety Education and Outreach Program with local, trained expert consultants/instructors for more than 15 years. The program strives to foster good will with neighborhoods and community groups, supports key City policies to support low-carbon trips, builds on Vision Zero efforts to improve the safety of our streets, and encourages residents of all ages to be more active. The program has historically offered a range of bicycle education classes for adults with classes for young children too. This contract cycle, the Bicycle and Scooter Safety Education and Outreach Program will also add a scooter education component to reflect the recent increase in the use of private and scooter-share scooters. All classes are offered at no cost to San Francisco residents.

In the prior contract period, March 2019 – April 2024, overcoming difficulties resulting from the COVID-19 pandemic, the program engaged with over 15,000 residents, hosted over 220 bicycle

education classes, and educated over 5,000 San Franciscans.

This contract would renew the program for five years from mid-2024 through mid-2029. There are three main components to the program: 1) bicycle education classes, 2) scooter education classes, and 3) promotional outreach to advertise the class offerings. The program vendor will offer seven different adult-focused classes:

- **Adult Learn to Ride** - Classes consisting of three hours of instruction on the basic physical skills of bicycle riding under an instructor's supervision. These courses shall teach participants the basics of balancing, starting, stopping, and steering a bike as well as proper helmet fit and adjustment.
- **Smart City Cycling 1: Classroom** - Classes consisting of two-hour in-classroom instruction that teaches the basics of safe and enjoyable cycling in San Francisco, including riding in traffic, necessary equipment, crash avoidance, and legal rights and responsibilities. Each course will include lecture, discussion, and slideshow presentation with videos illustrating important safety information.
- **Smart City Cycling 2: Maneuvering** - Classes consisting of two-hour on-bike instruction. The course will focus on bike-handling skills including riding with one hand in order to signal; looking over one's shoulder while maintaining a straight line; and various crash-avoidance maneuvers. These courses will be carried out in a car-free area.
- **Smart City Cycling 3: Road Practice** - Smart City Cycling 3 can be taken by people riding bikes or scooters. Classes consisting of two-hour on-bike and on-scooter instruction. In this course, students will practice street-riding skills on increasingly high-volume streets, focusing on skills such as taking a full traffic lane, lane changes, vehicular left turns, box turns, and communicating intended actions through hand signals and lane positioning. The bicycle and scooter components of the Bike and Scooter Safety Education and Outreach Program have independent annual allocations of Smart City Cycling 3 classes.
- **Night and All-Weather Biking** - Classes consisting of one-hour in-classroom instruction. Each class will cover preparing oneself and one's bike for less-than-optimal conditions and the needed skills and behaviors to ride safely in these conditions.
- **On-Bike Practice for Beginning Adult Cyclists** - This course will consist of a 3-hour workshop that will start off practicing in car-free spaces, developing important beginner skills such as starting and stopping confidently and scanning the road to anticipate others' behavior. Eventually, the group will do an easy but empowering on-road ride in light traffic.
- **Introduction to E-bikes** (new class this contract cycle) - This course will consist of a 1-hour classroom session that covers types of e-bikes, best practices, how to care for and store them, how to ride them safely on the road and in traffic, and rules of the road while riding an e-bike.

The program will also bring back the **Freedom from Training Wheels** class that is geared towards teaching toddlers and young children the basics of riding a bicycle. The contractor will provide bicycles and helmets for attendees of various sizes and models during the 3.5-hour workshop.

This contract cycle, staff included an additional scooter education component to the program's course roster to respond to the increased use of personal and shared electric and pedal scooters throughout San Francisco. Further, scooter riders increasingly ride within on-street bike facilities, which present a need to provide these users with more targeted and focused educational resources to support safer and more frequent scooter riding. The program will offer four scooter classes:

- **How to Ride a Scooter** – Classes will consist of at least 30 minutes of instruction on the physical skills required for people to scooter safely. The course shall teach participants the basics of balancing, starting, stopping, and steering a scooter, as well as proper safety accessories, safe prevailing speeds, and other essential skills.
- **Scooter Practice** - Classes for students to practice riding scooters in car-free areas. Students will start off practicing in car-free spaces, developing important beginner skills such as starting and stopping confidently and scanning the road to anticipate others' behavior. Eventually, the group will do an easy on-road ride in light traffic.
- **Scooter Safety Skills** – Classes will consist of least one hour of instruction riding a scooter on urban streets with motor vehicle traffic. The class shall teach participants safe scooter practices including proper scooter parking, riding in traffic, pedestrian and road right-of-way procedures, street navigation, and techniques for crash avoidance. The class may include on-road instruction or written and on-street riding tests to assess improvements in skills and knowledge.
- **Smart City Cycling 3: Road Practice** - Smart City Cycling 3 can be taken by people riding bikes or scooters. Classes consisting of two-hour on-bike and on-scooter instruction. In this course, students will practice street-riding skills on increasingly high-volume streets, focusing on skills such as taking a full traffic lane, lane changes, vehicular left turns, box turns, and communicating intended actions through hand signals and lane positioning. The bicycle and scooter components of the Bike and Scooter Safety Education and Outreach Program have independent annual allocations of Smart City Cycling 3 classes.

The program will offer between 57 and 68 bicycle classes annually and between 24 and 28 scooter classes each year of the contract for a total of 449 classes over the five-year contract period. The program also offers a limited number of classes in Spanish, Chinese, and Tagalog each year. The vendor will work with SFMTA staff to create quarterly class schedules. These quarterly schedule plans will help staff ensure that classes are being planned with equity (socioeconomic and geographic) considerations.

To promote the classes, the vendor will also conduct community outreach. The vendor will use a combination of digital and (predominantly) in-person engagement methods to reach community members. The vendor will work with staff to develop an engagement plan every quarter that plans out which fairs, festivals, farmers' markets, etc., they will attend to promote future bicycle and scooter classes. Staff will work with the vendor to set engagement targets that will be regularly tracked.

The vendor will also conduct pre- and post-class surveys with all classes except Freedom from Training Wheels. These surveys will allow the SFMTA to document and understand both who is

taking the classes and how effective the classes are at teaching new skills. Staff will review these stats annually and work with the vendor to change promotional strategies and class planning targets to better serve communities throughout the contract term.

PROCUREMENT

The Bicycle and Scooter Safety Education and Outreach Program plans to continue with the incumbent vendor, the San Francisco Bicycle Coalition Education Fund. SFMTA advertised this procurement through standard Request for Proposal processes. On November 2, 2023, the SFMTA issued a Request for Proposals (RFP) for the Bicycle and Scooter Safety Education and Outreach Program. Staff hosted a virtual pre-proposal conference on November 15, 2023, that had two firms register in advance to attend. As of the December 5, 2023, deadline for submission of RFPs, the SFMTA received submissions from one firm.

SFMTA staff has negotiated an agreement with the Bike Coalition for a not-to-exceed amount of \$1,494,736. Under that agreement, the Contractor will plan and coordinate bicycle and scooter education classes and outreach activities to promote the classes. The SFMTA and the Bike Coalition have successfully partnered together for many years to provide high quality bicycle education and encouragement classes for thousands of San Francisco residents.

STAKEHOLDER ENGAGEMENT

This project was presented to and approved by the Civil Service Commission during their August 21, 2023, meeting (agenda item #9, Ratification Agenda).

ALTERNATIVES CONSIDERED

SFMTA staff considered the no project alternative. Under that alternative, the current contract would expire in April 2024, and the free bicycle classes would stop and scooter classes would not start. This alternative was rejected. The many benefits the program brings to San Francisco residents combined with limited qualified SFMTA staff with the necessary expertise and accreditations to lead the classes (described in more detail in the following two paragraphs), led to the decision to move forward with continuing the program with a qualified vendor.

The health, environmental, safety, and educational benefits that the Bicycle and Scooter Safety Education and Outreach Program bring to residents of San Francisco strongly merit the continuation of the program. These classes work towards improving transportation safety, which also works towards the City's Vision Zero objectives. Discontinuing the program means eliminating resident access to these free bicycle and scooter safety resources.

Contracting this program out was also determined to be the best option given the specific technical expertise and training required to plan for and implement educational bicycling and scootering classes. The Smart City Cycling 2: Maneuvering class also has a requirement to be taught by a League Certified Instructor, certified by the League of American Bicyclists. Additional necessary specialty skills include teaching in multiple languages other than English and working with children for Freedom from Training Wheels. The contractor is also better

PAGE 6.

positioned to provide all necessary equipment for classes including bicycles and helmets (some classes, like Freedom from Training Wheels, are designed with the vendor providing all necessary equipment to maximize accessibility for all, regardless of if they have a bicycle or helmet of their own).

FUNDING IMPACT

The funding for the next five years of the Bicycle and Scooter Safety Education and Outreach Program has been allocated from two sources:

- SFMTA: \$500,000 from Powered Scooter Share Program permit fees.
- SFCTA: \$1,000,000 from Prop L (Project SFMTA-069).

Cost increases between this and the prior contract are due to the SFMTA’s goal of increasing the number of bicycle classes offered, the addition of the scooter safety classes component and annual cost-of-living increases and inflation.

ENVIRONMENTAL REVIEW

On April 10, 2024, the SFMTA, under authority delegated by the Planning Department, determined that the free bicycle and scooter education classes and promotional outreach is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No other approvals are necessary.

The City Attorney has reviewed this calendar item.

RECOMMENDATION

Authorizing the Director of Transportation to execute Contract No. SFMTA-2024-06 with the San Francisco Bicycle Coalition Education Fund for the not-to-exceed amount of \$1,494,736 and an initial term of three years, with two options to renew the Agreement for a period of 1 year each, for a total of two additional years, to provide bicycle education classes, scooter education classes, and outreach services.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Providing free bicycle and scooter education classes to San Francisco residents provides many safety, health, educational, and environmental benefits and works towards achieving Vision Zero goals and objectives; and,

WHEREAS, The City has provided free bicycle education classes for over the past 15 years; and,

WHEREAS, A scooter education component will be added to the program's course roster to respond to the increased use of personal and shared electric and pedal scooters throughout San Francisco; and,

WHEREAS, On April 10, 2024, the SFMTA, under authority delegated by the Planning Department, determined that the free bicycle and scooter education classes and promotional outreach are not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b). A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA-2024-06 with the San Francisco Bicycle Coalition Education Fund for the not-to-exceed amount of \$1,494,736 and an initial term of three years, with two options to renew the Agreement for a period of 1 year each, for a total of two additional years; and, be it further

RESOLVED, That the not-to-exceed amount for the first year is \$299,727.67, the second year is \$299,260.14, and the third year is \$298,858.17, for a cumulative not-to-exceed amount for the initial three-year term of \$897,845.98; and, be it further

RESOLVED, That the not-to-exceed amount for the first option year is \$297,653.98 and the second option year of \$299,235.05, for a cumulative no-to-exceed amount for both option years is \$596,889.03; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors direct staff to evaluate, prior to the first option period in the contract, alternative delivery methods for bicycle and scooter training including, but not limited to, bringing the function in-house.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 16, 2024.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

**Agreement between the City and County of San Francisco and
San Francisco Bicycle Coalition Education Fund**

Table of Contents

Article 1: Definitions	1
Article 2: Term of the Agreement	3
Article 3: Financial Matters	3
3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation	3
3.2 Guaranteed Maximum Costs.....	4
3.3 Compensation	4
3.3.1 Calculation of Charges	4
3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods	4
3.3.3 Withhold Payments.....	4
3.3.4 Invoice Format.....	5
3.3.5 Payment Terms	5
3.3.6 LBE Payment and Utilization Tracking System.....	5
3.3.7 Getting Paid by the City for Goods and/or Services.....	5
3.4 Audit and Inspection of Records.....	5
3.5 Submitting False Claims	6
3.6 Reserved. (Payment of Prevailing Wages)	6
Article 4: Services and Resources	6
4.1 Services Contractor Agrees to Perform	6
4.2 Qualified Personnel.....	6
4.3 Subcontracting	6
4.4 Independent Contractor; Payment of Employment Taxes and	7
4.4.1 Independent Contractor	7
4.4.2 Payment of Employment Taxes and Other Expenses.....	8
4.5 Assignment	8
4.6 Warranty	8
Article 5: Insurance and Indemnity	9
5.1 Insurance.....	9
5.2 Indemnification	11
Article 6: Liability of the Parties	12
6.1 Liability of City.....	12
6.2 Liability for Use of Equipment	12
6.3 Liability for Incidental and Consequential Damages.....	12

Article 7: Payment of Taxes	12
7.1 Contractor to Pay All Taxes.....	12
7.2 Possessory Interest Taxes	12
7.3 Withholding	13
Article 8: Termination and Default	13
8.1 Termination for Convenience	13
8.2 Termination for Default; Remedies	15
8.3 Non-Waiver of Rights.....	16
8.4 Rights and Duties upon Termination or Expiration.....	17
Article 9: Rights In Deliverables	17
9.1 Ownership of Results.....	17
9.2 Works for Hire	18
Article 10: Additional Requirements Incorporated by Reference	18
10.1 Laws Incorporated by Reference	18
10.2 Conflict of Interest.....	18
10.3 Prohibition on Use of Public Funds for Political Activity.....	18
10.4 Consideration of Salary History.....	18
10.5 Nondiscrimination Requirements	19
10.5.1 Non Discrimination in Contracts.....	19
10.5.2 Nondiscrimination in the Provision of Employee Benefits	19
10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance	19
10.7 Minimum Compensation Ordinance.....	19
10.8 Health Care Accountability Ordinance	19
10.9 First Source Hiring Program.....	20
10.10 Alcohol and Drug-Free Workplace.....	20
10.11 Limitations on Contributions	20
10.12 Reserved. (Slavery Era Disclosure)	21
10.13 Working with Minors.....	21
10.14 Consideration of Criminal History in Hiring and Employment Decisions.....	21
10.15 Public Access to Nonprofit Records and Meetings	21
10.16 Food Service Waste Reduction Requirements.....	22
10.17 Reserved. (Distribution of Beverages and Water)	22
10.18 Tropical Hardwood and Virgin Redwood Ban	22
10.19 Reserved. (Preservative-Treated Wood Products).....	22

Article 11: General Provisions	22
11.1 Notices to the Parties	22
11.2 Compliance with Americans with Disabilities Act.....	23
11.3 Incorporation of Recitals.....	23
11.4 Sunshine Ordinance	23
11.5 Modification of this Agreement.....	23
11.6 Dispute Resolution Procedure.....	23
11.6.1 Negotiation; Alternative Dispute Resolution.....	23
11.6.2 Government Code Claim Requirement	23
11.7 Agreement Made in California; Venue.....	24
11.8 Construction.....	24
11.9 Entire Agreement	24
11.10 Compliance with Laws	24
11.11 Severability	24
11.12 Cooperative Drafting	24
11.13 Order of Precedence.....	24
11.14 Notification of Legal Requests	25
Article 12: SFMTA Specific Terms	25
12.1 Large Vehicle Driver Safety Training Requirements	25
Article 13: Data and Security	25
13.1 Nondisclosure of Private, Proprietary or Confidential Information	25
13.1.1 Protection of Private Information	26
13.1.2 Confidential Information	26
13.2 Reserved. (Payment Card Industry (PCI) Requirements).....	26
13.3 Reserved. (Business Associate Agreement)	26
13.4 Ownership of City Data	26
13.5 Management of City Data and Confidential Information	26
13.5.1 Use of City Data and Confidential Information	26
13.5.2 Disposition of Confidential Information	26
Article 14: MacBride And Signature	27
14.1 MacBride Principles - Northern Ireland	27

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

**Agreement between the City and County of San Francisco and
San Francisco Bicycle Coalition Education Fund
Contract No. SFMTA-2024-06**

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between San Francisco Bicycle Coalition Education Fund, a California nonprofit public benefit corporation (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to Contractor to provide a comprehensive Bicycle Safety Education and Outreach Program and a comprehensive Scooter Safety Education and Outreach component for individuals that will encourage more San Francisco residents to bicycle and scooter and to do so safely. The Program is expected to include a mix of activities, classes, outreach, and events, and should accomplish the specified participation, education and communication goals.

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on November 2, 2023, pursuant to which City selected Contractor as the highest-qualified scorer.

C. The Local Business Enterprise (LBE) subcontracting participation requirement for this Agreement is 10%.

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

E. The City's Civil Service Commission approved Contract number 41579-22/23 on August 21, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, it shall have the meaning set forth below:

1.1 “**Agreement**” or “**Contract**” means this contract document, including all attached appendices, any future amendments, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “**CCO**” means the SFMTA Contract Compliance Office.

1.3 “**City**” or “**the City**” means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.4 “**City Data**” or “**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, as well as Confidential Information.

1.5 “**CMD**” means the Contract Monitoring Division of the City.

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

1.7 “**Contract Administrator**” means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

1.8 “**Contractor**” means San Francisco Bicycle Coalition Education Fund, 1720 Market Street, San Francisco, CA 94102.

1.9 “**C&P**” means SFMTA Contracts and Procurement.

1.10 “**Day**” (whether or not capitalized) means a calendar day, unless otherwise designated.

1.11 “**Deliverables**” means Contractor’s work product resulting from the Services 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.

1.12 “**Director**” means the Director of Transportation of the SFMTA or his or her designee.

1.13 “**Effective Date**” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.14 “**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.

1.15 “**Party**” and “**Parties**” mean the City and Contractor, either collectively or individually.

1.16 “**Project Manager**” means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

1.17 “**Purchase Order**” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

1.18 “**San Francisco Municipal Transportation Agency**” or “**SFMTA**” means the agency of City with jurisdiction over surface transportation in San Francisco, as provided under Article VIIIA of the City’s Charter.

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire three years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for

new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed (including goods delivered, if any) in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed One Million Four Hundred Ninety-Four Thousand Seven Hundred Thirty-Six Dollars (\$1,494,736). The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. 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 SFMTA 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 goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. The City may reject goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement. In such case, Contractor must replace the non-conforming goods and/or Services without delay and at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA, and include a unique invoice number and a specific invoice date. City will make payment 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 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 the SFMTA notifies the Contractor that a dispute exists, Payment shall be made within 30 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 the electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms)

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

3.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due.

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

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sf.gov.org](https://sf.gov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights 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 San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved. (Payment of Prevailing Wages)

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

4.3 Subcontracting

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

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

- InterEthnica, Inc.

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, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall

contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to 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 hereunder, 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 as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) 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.

Article 5 Insurance and Indemnity

5.1 Insurance

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

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

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

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

(d) Reserved. (Professional Liability Coverage)

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 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) Reserved/ (Pollution Liability Insurance)

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) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

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) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty 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 10 Days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

(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 from insurers with ratings

comparable to A-, VIII or higher that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's 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 pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 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 accordingly agrees on behalf of itself and its permitted successors and assigns to

report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions 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 the SFMTA.

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

(c) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such

assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA 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 the SFMTA, 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 vendor, delivered to the SFMTA, or otherwise disposed of as directed by the SFMTA.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA 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 the SFMTA, 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, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA'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
4.5	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.10	Alcohol and Drug-Free Workplace
10.13	Working with Minors
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA 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 pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. 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 hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent to the address set forth in Article 11, and in the manner prescribed in Article 11.

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

8.4 Rights and Duties upon Termination or Expiration

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

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

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (a) asking such applicants about their current or past salary or (b) disclosing a current or former employee's salary history without that employee's

authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

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

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20% of the Services except as otherwise authorized in writing by the CCO. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

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

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each

Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of 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, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, 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 (a) 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, (c) a candidate for that City elective office, or (b) 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 Reserved. (Slavery Era Disclosure)

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14 (Consideration of Criminal History in Hiring and Employment Decisions) of this Agreement, this Section shall control.

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

10.14.2 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. 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. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a

non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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 remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water)

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

10.19 Reserved. (Preservative-Treated Wood Products). Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

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: Tracey Lin
Travel Choices Manager
San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco CA 94103
Tracey.Lin@SFMTA.com

To Contractor: Christopher White
Interim Executive Director
San Francisco Bicycle Coalition Education Fund
1720 Market Street
San Francisco, CA 94102
christopher@sfbike.org

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

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

11.3 Incorporation of Recitals. The Recitals are 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 §7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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

11.6 Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator 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 under this Agreement in accordance with the 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 San Francisco Administrative Code Chapter 10

and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated December 4, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement, and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms

attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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 given by City to Contractor in the performance of this Agreement, 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 in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary 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 San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information . In the performance of Services, Contractor may have access to, or collect on City’s behalf, City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, 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 proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

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

13.5 Management of City Data and Confidential Information

13.5.1 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 herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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.

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than 30 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 the City Data has been successfully transferred to City, Contractor shall within 10 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 Days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

Article 14 MacBride And Signature

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

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary to the Board</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Misha Tsukerman Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>San Francisco Bicycle Coalition Education Fund</p> <hr/> <p>Christopher White Interim Executive Director</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number: 0000046569</p>
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Appendices

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

Appendix A Scope of Services

I. Description of Services

Contractor shall provide a comprehensive Bicycle Safety Education and Outreach Program (Program) and comprehensive Scooter Safety Education and Outreach component (Scooter Component) for individuals that will encourage more San Francisco residents to bicycle and scooter and to do so safely. Contractor agrees to perform the following Services:

A. Bicycle Safety Education and Outreach Program

Task 1: Broad Bicycle Safety and Education Outreach Activities

Contractor shall provide bicycle safety and education outreach activities with broad appeal and reach. Activities shall introduce bicycling and bicycling safety concepts to people who may not otherwise receive those messages or be encouraged to ride a bike. All materials shall be translated from English into Spanish, Chinese and Filipino and made available at all events.

The Program shall encourage City residents to bicycle more often; to increase participants' confidence and strategies to increase their safety while bicycling; and inform City residents about the free bicycle classes to be offered under this Program. Outreach and promotion shall specifically target underserved communities within San Francisco.

Most activities shall be in-person and community-oriented. Up to 50% of Smart City Cycling 1 classes may be offered online. However, communications/marketing campaigns or on-line engagement such as videos without a public interaction component will not be reimbursed.

Contractor shall provide information at pre-determined and mutually agreed-upon fairs, festivals, farmer's markets, open streets events, or other SFMTA-approved outreach events and activities during the contract period. A minimum of one month prior to start of each quarter, Contractor shall submit a list of where and when events or information will be provided for that quarter. The list can also include any activities for the following quarter(s) if the activities are already scheduled. Contractor shall be responsible for handling all logistics, including booking tables at the events, set-up, clean-up, and staffing. Contractor shall be responsible for the production and distribution of all promotional materials, including banners, interactive displays, talking points, flyers to be distributed at the event, and flyers advertising their presence at the event. All materials shall be offered in four languages: Spanish, Chinese, Filipino, and English. All promotional materials shall be submitted to the SFMTA for review and approval a minimum of one month prior to start of tabling or other SFMTA-approved events and activities.

In addition to the promotional materials, all communications, including blog posts, press releases, and websites, that reference the activities conducted under this contract shall acknowledge the classes as offerings of the SFMTA through Contractor and, where appropriate based on funding, may also be required to acknowledge additional funding sources. These promotional materials and communications (including blog posts, press releases, and websites) that reference the activities conducted under this contract shall be the property of the City and County of San Francisco. Acknowledgement language will be provided by the SFMTA at the beginning of each contract year for inclusion in that year's materials.

Outreach shall be conducted by Contractor to the widest possible audience feasible and shall vigorously target underserved communities within San Francisco to the satisfaction of the SFMTA. Contractor shall submit an outreach plan describing the specific outreach that will be conducted to inform residents that Contractor will be present at the events. The plan shall be submitted for feedback and approval to the SFMTA project manager a minimum of one month prior to the start of tabling and shall include key dates associated with the outreach. Outreach shall be in Chinese, Spanish, Filipino, and English and outreach activities shall include online engagement, direct engagement with community groups, and advertisements in local newspapers and/or newsletters, as well as other tactics specified in the outreach plan.

Contractor shall ensure that all activities will be specific to this program unless conducted with other SFMTA programs and be separate from general Contractor outreach. Contractor may conduct bicycle and scooter outreach at the same event but must clearly denote the split in staff hours in monthly invoices and reporting. Deliverables for bicycle and scooter tasks will remain separate and shall not be combined for the purposes of billing and reporting.

Deliverable 1.1: Total Quantity and target attendance during the Contract Term

Contractor shall reach a minimum average of 3,000 people each quarter, and shall reach a total of 12,000 people over the course of each year.

For the purposes of the Program, "reaching a person" is defined as:

1. A 10 second conversation between an event attendee and a Contractor representative;
2. Event attendee interacting with an interactive display; OR
3. Another form of engagement approved by the SFMTA, prior to that engagement.

Contractor shall keep record of how many people they reach at each event. Contractor shall have a sign-up sheet or electronic equivalent to allow attendees to get more information about bicycle education at the events. Contractor shall submit the number of people reached at each event, as well as the number of people who signed up to receive more information, to the SFMTA as part of the monthly report described in Deliverable 1.2 below.

At the SFMTA's discretion, the contract may be canceled if target outreach goals are not met. Target outreach goals shall be reviewed at the end of each program year, and the SFMTA may alter them at its own discretion.

Deliverable 1.2: Evaluation

Contractor will prepare an evaluation plan to be reviewed and approved by the SFMTA project manager. The evaluation plan shall focus on outreach outcomes to determine which audiences are being successfully engaged and attracted to bicycle education activities.

The plan shall be due a minimum of one month prior to the start of Contractor's outreach and shall include key dates associated with the evaluation. Contractor will be responsible for data collection only; all data analysis will be conducted by the SFMTA.

On an annual basis, within two months of the end of each contract year, Contractor shall provide the SFMTA with all data collected from the evaluations up to that point. The SFMTA may provide suggestions for class and program design improvement during the course of the contract. Additionally, the SFMTA may attend events where Contractor is present in order to assess effectiveness of engagement activities relative to the goals of the program.

Task 2: Bicycle Safety Education

Contractor shall organize, promote, and conduct Bicycle Safety Education Classes for adults and children at pre-determined and mutually agreed-upon San Francisco locations during the contract period.

Contractor shall provide a schedule of bicycle education classes to the SFMTA for approval. The schedule shall include the time, date, and location of proposed bicycle education classes. The schedule shall be submitted quarterly, a minimum of one month prior to the start of each quarter's activities, and shall detail the upcoming quarter's scheduled activities as well as any activities scheduled for the following quarter(s) if that information is available. Each year, a minimum of two classes shall be conducted in each of the following languages: Spanish, English, and Chinese, and a minimum of one class shall be conducted in Filipino. Contractor may propose a recommended mix of classes in each language for SFMTA approval.

Contractor shall be responsible for providing locations for all classes, and shall be responsible for the production and distribution of class-related and promotional materials. All promotional materials shall be offered in four languages: Spanish, Chinese, Filipino, and English. Promotional materials shall be due to the SFMTA a minimum of one month prior to the start of the Bicycle Safety Education Classes for review, feedback, and approval.

In addition to the promotional materials, all communications, including blog posts, press releases, and websites, that reference the activities conducted under this contract shall

acknowledge the classes as offerings of the SFMTA through Contractor, and where appropriate based on funding, may also be required to acknowledge additional funding sources, and shall be the property of the City and County of San Francisco. Acknowledgement language will be provided by the SFMTA at the beginning of each contract year for inclusion in that year's materials.

Outreach will be conducted by Contractor to the widest audience feasible and shall vigorously target underserved communities within San Francisco to the satisfaction of the SFMTA. Outreach for the classes shall be in Chinese, Spanish, Filipino and English and outreach tactics shall include online engagement, direct engagement with community groups, and advertisements in local newspapers and/or newsletters as well as other tactics specified in the outreach plan. Contractor shall submit an outreach plan that describes the outreach they will conduct to promote the bicycle education courses to SF residents to the SFMTA project manager for feedback and approval a minimum of one month prior to the start of the Bicycle Safety Education Classes. The outreach plan shall include key dates associated with the outreach. On a quarterly basis, using data from the pre-course survey described below, Contractor shall include a breakdown of how course attendees heard about the classes in the monthly report described in Task 2.3 (Evaluation) and Task 3 (Bicycle Safety Program Reporting).

Contractor will organize, coordinate, promote, and conduct the following Adult and Youth Bicycle Safety Education classes:

Task 2.1: Adult Bicycle Safety Education Classes

Contractor will implement bike safety educational sessions for adults. The following classes shall be taught during each year of the contract period. The SFMTA and Contractor may agree to change the number and duration for each class type based on Contractor's experience offering bicycle education classes.

1. Between twelve and fourteen "Adult Learn to Ride" classes consisting of three hours of instruction on the basic physical skills of bicycle riding under an instructor's supervision. These courses shall teach participants the basics of balancing, starting, stopping, and steering a bike as well as proper helmet fit and adjustment. The target audience for each class is 20 adults and each class will be capped at 25 students, and will maintain a 5:1 student-instructor ratio.
2. Between twelve and fourteen adult "Smart City Cycling 1: Classroom" classes consisting of two-hour in-classroom instruction that teaches the basics of safe and enjoyable cycling in San Francisco, including riding in traffic, necessary equipment, crash avoidance, and legal rights and responsibilities. Each course will include lecture, discussion, and slideshow presentation with videos illustrating important safety information. Each class will have a target enrollment of 30 students. Contractor will

conduct at least one each of these classes annually in Spanish, Chinese, and Filipino, unless otherwise approved by the SFMTA.

3. Between five and six adult “Smart City Cycling 2: Maneuvering” classes consisting of two-hour on-bike instruction. The course will focus on bike-handling skills including: riding with one hand in order to signal; looking over one’s shoulder while maintaining a straight line; and various crash-avoidance maneuvers. These courses will be carried out in a car-free area. Each class will maintain a 5:1 student-instructor ratio. Classes will be taught by League Certified Instructors (LCIs) through the League of American Bicycling (LAB), and conform to the primary elements of the LAB Smart Cycling curriculum.
4. Between three and four adult “Smart City Cycling 3: Road Practice” classes consisting of two-hour joint on-bike and on-scooter instruction. In this course, students will practice street-riding skills on increasingly high-volume streets, focusing on skills such as taking a full traffic lane, lane changes, vehicular left turns, box turns, and communicating intended actions through hand signals and lane positioning. Each class will maintain a 5:1 student-instructor ratio. Classes will be taught by LCIs and conform to the primary elements of the LAB Smart Cycling curriculum.
5. Between three and four “Night and All-Weather Biking” classes consisting of one-hour in-classroom instruction. Each class will cover preparing oneself and one’s bike for less-than-optimal conditions and the needed skills and behaviors to ride safely in these conditions. Contractor will conduct this class in Spanish and Cantonese at least once per year, unless otherwise approved by the SFMTA.
6. Six “On-Bike Practice for Beginning Adult Cyclists” classes. This course will consist of a 3-hour workshop that will start off practicing in car-free spaces, developing important beginner skills such as starting and stopping confidently and scanning the road to anticipate others’ behavior. Eventually, the group will do an easy but empowering on-road ride in light traffic. Beginners would be able to take the course multiple times.
7. Between four to six “Introduction to E-Bikes” classes. This course will consist of a 1-hour classroom session that covers types of e-bikes, best practices, how to care for and store them, how to ride them safely on the road and in traffic, and rules of the road while riding an e-bike.

Task 2.1: Timeline

In the first two years of this Contract, 54 courses must be completed each year. In the third and fourth years of this Contract, 50 classes must be completed each year. In the fifth year of this

Contract, 45 classes must be completed. A minimum of eight courses are to be held each quarter of the contract period but the timing of classes may vary from quarter to quarter based on expected seasonal fluctuation in demand.

In some circumstances, class types in Task 2.1 may be substituted for each other. The SFMTA must approve substitutions as part of the quarterly schedule provided by the Contractor. Substitutions may not be made if the associated costs exceed the total budget for Task 2.1 in the Calculation of Costs.

Task 2.2. Youth Bicycle Safety Education

Contractor will implement between 12 and 14 “Freedom from Training Wheels” (FFTW) workshops each year to teach toddlers and young children the basics of how to ride a bicycle. Contractor will provide bicycles and helmets for attendees including various sizes and models. Contractor shall offer these 3.5 hour workshops at public events such as “Sunday Streets” in order to provide on-bike practice and guidance for children and their families.

Task 2.2: Timeline

During the first three years of the contract 14 classes should be completed each year. During years four and five of the contract 12 classes should be completed each year. A minimum of Two courses are to be held each quarter of the contract period but the timing of classes may vary from quarter to quarter based on expected seasonal fluctuation in demand.

Task 2.3. Evaluation

Contractor shall conduct an evaluation to assess class participant understanding of bicycle safety concepts and comfort and confidence while bicycling. Contractor shall prepare an evaluation plan, which includes the pre-course and post-course surveys to be administered to participants, to be reviewed and approved by SFMTA. The plan is due a minimum of one month prior to start of Bicycle Safety Education Classes and shall include key dates associated with the evaluation activities. Task 1 and Task 2 evaluation plans shall be independent of each other, but results from both tasks may be combined in reporting).

Contractor shall conduct pre-course and post-course surveys to understand change in behaviors, attitudes, and perceptions among class attendees, as well as their actual gains in bicycle knowledge. Contractor will match pre-and post-course surveys with each individual course attendee. Contractor shall have course attendees fill out the pre-course survey at the start of the course and shall follow up with course attendees six weeks after completion of the course. Contractor shall send reminders to attendees to complete the post-course survey evaluation and shall offer an incentive to course attendees to complete the evaluation.

Contractor shall be responsible for data collection only; all data analysis will be conducted by the SFMTA. Data will be analyzed at aggregate level for the purpose of paired pre-/post-course survey evaluation. Data will not be used to identify specific responses of specific people. All survey data collected will be kept confidential and not used for any purpose beyond the program effectiveness evaluation.

Freedom from Training Wheels, due to age of class participants, is exempt from evaluations assessing change in behaviors, attitudes, and perceptions among attendees; however, the number of attendees (children and adults separately counted) shall be included in evaluation reports.

On an annual basis, within two months of the end of each contract year, Contractor shall provide the SFMTA with all data collected from the evaluations up to that point.

The SFMTA may provide suggestions for class and program design improvement during the course of the contract. Additionally, the SFMTA may attend Bicycle Safety Education Classes hosted by Contractor in order to assess effectiveness of engagement activities relative to the goals of the program.

Task 3: Bicycle Safety Program Reporting

Contractor shall submit monthly reports, a summary at 12 months and every 12 months that follow, and a final report to the SFMTA project manager as directed by the SFMTA. (Reports can be consolidated to include both Task 1, 2, and 4 activities). These reports shall contain, but need not be limited to, the following information: location, date, and time of contract activities documented in Tasks 1, 2, and 4 as follows:

1. Outreach/Tabling Activities: location, date, and time of outreach/tabling; the names of participating staff; number of people reached; number of people who signed up to receive more information; outreach activities; key statistics and information from the evaluations; any issues of note for the period; and any other information agreed upon between the SFMTA and Contractor.
2. Bicycle Safety Education Classes: attendance; basic demographic information and baseline bicycling statistics collected via pre-course survey; outreach activities; number of RSVPs, and any issues of note for the period.

The format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. If submitted in hard-copy, the reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. The SFMTA encourages digital delivery of reports for this contract.

The SFMTA will review monthly reports, the 12-month summary reports and final report to assess the effectiveness of the Bicycle Safety Education Classes and whether Contractor is on track to meet contract deliverables.

By the end of the contract term, Contractor shall have completed all services and tasks. On an ongoing basis, the SFMTA will monitor progress toward completion of all courses agreed-upon within the contract.

Task 4: Optional As-Needed Additional Adult and Youth Bicycle Safety Classes

The SFMTA may request up to 8 additional As-Needed Adult and Youth Bicycle Safety Classes at any point during contract period, beyond the predetermined number of classes. There would be no more than one additional class per month, unless mutually agreed upon by the SFMTA and Contractor. The exact mix and number of classes provided may vary based on community input to be responsive to community wishes and SFMTA priorities. If the SFMTA requests additional As-Needed Adult and Youth Bicycle Safety Classes, it will execute a contract amendment to reflect that change. These classes are currently unfunded and will require additional funding from the SFMTA if they are to occur.

The following are the additional As-Needed Adult and Youth Bicycle Safety Classes that may be scheduled:

1. Adult Learn to Ride
2. Smart City Cycling 1: Classroom
3. Smart City Cycling 2: Maneuvering
4. Smart City Cycling 3: Road Practice
5. Night and All-Weather Biking
6. Freedom from Training Wheels

Evaluation and reporting related to As-Needed Adult and Youth Bicycle Safety Classes are subject to the same requirements as the Bicycle Safety Education Classes described in Task 2 and the Bicycle Safety Program Reporting requirements contained in Task 3.

B. Scooter Safety Education and Outreach Component

Task 5: Broad Scooter Safety and Education Outreach Activities

Contractor shall provide scooter safety and education outreach activities with broad appeal and reach. Activities shall introduce scooter riding skills and scooter safety concepts to people with no or limited scooter experience. All materials shall be translated from English into Spanish, Chinese and Filipino and made available at all events.

The Scooter Component shall encourage City residents to ride scooters by training them how to ride; to increase participants' confidence and strategies to increase their safety while riding scooters; and inform City residents about the free scooter classes to be offered under this program. Outreach and promotion shall specifically target underserved communities within San Francisco.

Activities shall be in-person and community-oriented; communications/marketing campaigns or on-line engagement such as videos without a public interaction component will not be reimbursed.

Contractor shall provide information at pre-determined and mutually agreed-upon fairs, festivals, farmer's markets, open streets events, or other SFMTA-approved outreach events and activities during the contract period. A minimum of one month prior to start of each quarter, Contractor shall submit a list of where and when events or information will be provided for that quarter. The list can also include any activities for the following quarter(s) if the activities are already scheduled. Contractor shall be responsible for handling all logistics, including booking tables at the events, set-up, clean-up, and staffing. Contractor shall be responsible for the production and distribution of all promotional materials, including banners, interactive displays, talking points, flyers to be distributed at the event, and flyers advertising their presence at the event. All materials shall be offered in four languages: Spanish, Chinese, Filipino, and English. All promotional materials shall be submitted to the SFMTA for review and approval a minimum of one month prior to start of tabling or other SFMTA-approved events and activities.

In addition to the promotional materials, all communications, including blog posts, press releases, and websites, that reference the activities conducted under this contract shall acknowledge the classes as offerings of the SFMTA through Contractor, and where appropriate based on funding, may also be required to acknowledge additional funding sources. These promotional materials, communications, including blog posts, press releases, and websites, that reference the activities conducted under this contract shall be the property of the City and County of San Francisco. Acknowledgement language will be provided by the SFMTA at the beginning of each contract year for inclusion in that year's materials.

Outreach shall be conducted by Contractor to the widest possible audience feasible and shall vigorously target underserved communities within San Francisco to the satisfaction of the SFMTA. Contractor shall submit an outreach plan describing the specific outreach that will be conducted to inform residents that Contractor will be present at the events. The plan shall be submitted for feedback and approval to the SFMTA project manager a minimum of one month prior to the start of tabling and shall include key dates associated with the outreach. Outreach shall be in Chinese, Spanish, Filipino, and English and outreach activities shall include online engagement, direct engagement with community groups, and advertisements in local newspapers and/or newsletters, as well as other tactics specified in the outreach plan.

Contractor shall ensure that all activities will be specific to this program unless conducted with other SFMTA programs and be separate from general Contractor outreach. Contractor may conduct bicycle and scooter outreach at the same event but must clearly denote the split in staff hours in monthly invoices and reporting. Deliverables for bicycle and scooter tasks will remain separate and shall not be combined for the purposes of billing and reporting.

Deliverable 5.1: Total Quantity and target attendance during the Contract Term

Contractor shall reach a minimum average of 450 people each quarter, and shall reach a total of 1,800 people over the course of each year.

For the purposes of the Scooter Component, “reaching a person” is defined as:

1. A 10 second conversation between an event attendee and a Contractor representative;
2. Event attendee interacting with an interactive display; OR
3. Another form of engagement approved by the SFMTA, prior to that engagement.

Contractor shall record how many people they reach at each event. Contractor shall have a sign-up sheet or electronic equivalent to allow attendees to get more information about scooter education at the events. Contractor shall submit the number of people reached at each event, as well as the number of people who signed up to receive more information, to the SFMTA as part of the monthly report described in Deliverable 5.2 below.

At the SFMTA’s discretion, the contract may be canceled if target outreach goals are not met. Target outreach goals shall be reviewed at the end of each program year, and the SFMTA may alter them at its own discretion.

Deliverable 5.2: Evaluation

Contractor will prepare an evaluation plan to be reviewed and approved by the SFMTA project manager. The evaluation plan shall focus on outreach outcomes to determine which audiences are being successfully engaged and attracted to scooter safety education activities. The plan shall be due a minimum of one month prior to the start of Contractor’s outreach and shall include key dates associated with the evaluation. Contractor will be responsible for data collection only; all data analysis will be conducted by the SFMTA.

On an annual basis within two months of the end of each contract year, Contractor shall provide the SFMTA with all data collected from the evaluations up to that point. The SFMTA may provide suggestions for class and program design improvement during the course of the contract. Additionally, the SFMTA may attend events where Contractor is present in order to assess effectiveness of engagement activities relative to the goals of the program.

Task 6: Scooter Safety Education

Contractor shall organize, promote, and conduct Scooter Safety Education Classes for adults and children at pre-determined and mutually agreed-upon San Francisco locations during the contract period.

Contractor shall provide a schedule of scooter education classes to the SFMTA for approval. The schedule shall include the time, date, and location of proposed scooter education classes. The schedule shall be submitted quarterly, a minimum of one month prior to the start of each quarter's activities, and shall detail the upcoming quarter's scheduled activities as well as any activities scheduled for the following quarter(s) if that information is available. Each year, a minimum of two classes shall be conducted in each of the following languages: Spanish, English, and Chinese, and at least one class shall be conducted in Filipino. Contractor may propose a recommended mix of classes in each language for SFMTA approval.

Contractor shall be responsible for providing locations for all classes, and shall be responsible for the production and distribution of class-related and promotional materials. All promotional materials shall be offered in four languages: Spanish, Chinese, Filipino, and English. Promotional materials shall be due to the SFMTA a minimum of one month prior to the Scooter Safety Education Classes for review, feedback, and approval.

In addition to the promotional materials, all communications, including blog posts, press releases, and websites, that reference the activities conducted under this contract shall acknowledge the classes as offerings of the SFMTA through Contractor, and where appropriate based on funding, may also be required to acknowledge additional funding sources, and shall be the property of the City and County of San Francisco. Acknowledgement language will be provided by the SFMTA at the beginning of each contract year for inclusion in that year's materials.

Outreach will be conducted by Contractor to the widest audience feasible and shall vigorously target underserved communities within San Francisco to the satisfaction of the SFMTA. Outreach for the classes shall be in Chinese, Spanish, Filipino and English and outreach tactics shall include online engagement, direct engagement with community groups, and advertisements in local newspapers and/or newsletters as well as other tactics specified in the outreach plan. Contractor shall submit an outreach plan that describes the outreach they will conduct to promote the scooter education courses to SF residents to the SFMTA project manager for feedback and approval a minimum of one month prior to the start of the Scooter Safety Education Classes. The outreach plan shall include key dates associated with the outreach. On a quarterly basis, using data from the pre-course survey described below, Contractor shall include a breakdown of how course attendees heard about the classes in the monthly report described in Task 6.3 (Evaluation) and Task 7 (Scooter Safety Component Reporting).

Contractor will organize, coordinate, promote, and conduct the following Scooter Safety Education workshops and classes:

Task 6.1: Introduction to Scooter Riding Workshops

Contractor will implement scooter riding workshops as in-person learning opportunities. The workshops will teach people of different ages the basics of how to ride a scooter. Contractor will provide scooters and helmets for attendees including various sizes and models. Contractor shall offer these 30-minute workshops at public events.

The SFMTA and Contractor may agree to change the number and duration for each workshop type based on Contractor's experience offering scooter education classes.

1. Six "How to Ride a Scooter" workshops consisting of at least 30 minutes of instruction on the physical skills required for people to scooter safely. The course shall teach participants the basic of balancing, starting, stopping, and steering a scooter, as well as proper safety accessories, safe prevailing speeds, and other essential skills as determined by Contractor. Target audience for each instruction period is 10 adults. All practice will occur under an instructor's supervision at an in-person event. Events may include but are not limited to fairs, festivals, farmer's markets, or open streets, events, or locations that enable attendees to drop in quickly and practice riding a scooter.
2. Between six and eight "Scooter Practice" classes for students to practice riding scooters in car-free areas. Students will start off practicing in car-free spaces, developing important beginner skills such as starting and stopping confidently and scanning the road to anticipate others' behavior. Eventually, the group will do an easy on-road ride in light traffic. Target registration for this class will be 10 adults.

Task 6.1: Timeline

During the first year of this Contract, 14 classes should be completed. During years two through five of this Contract, 12 classes should be completed each year. A minimum of two courses are to be held each quarter of the contract period but the timing of classes may vary from quarter to quarter based on expected seasonal fluctuation in demand.

In some circumstances, class types in Task 6.1 may be substituted for each other. The SFMTA must approve substitutions as part of the quarterly schedule provided by the Contractor. Substitutions may not be made if the associated costs exceed the total budget for Task 6.1 in the Calculation of Costs.

Task 6.2: Scooter Safety Education Classes

Contractor will implement scooter safety educational sessions for adults. The following classes shall be taught during each year of the contract period. The SFMTA and Contractor may agree to change the number and duration for each class type based on Contractor's experience offering scooter education classes.

1. Between six and to eight "Scooter Safety Skills" classes, consisting of least one hour of instruction riding a scooter on urban streets with motor vehicle traffic. The class shall teach participants safe scooter practices including proper scooter parking, riding in traffic, pedestrian and road right-of-way procedures, street navigation, and techniques for crash avoidance. The class may include on-road instruction or written and on-street riding tests to assess improvements in skills and knowledge. Target registration for each class is 10 adults.
2. Six adult "Smart City Cycling 3: Road Practice" classes consisting of two-hour joint on-bike and on-scooter instruction. In this course, students will practice street-riding skills on increasingly high-volume streets, focusing on skills such as taking a full traffic lane, lane changes, vehicular left turns, box turns, and communicating intended actions through hand signals and lane positioning. Each class will maintain a 5:1 student-instructor ratio. Classes will be taught by LCIs and conform to the primary elements of the LAB Smart Cycling curriculum.

Task 6.2: Timeline

During the first four years of this Contract, 14 classes per year should be completed. During the fifth year of the contract 12 classes should be completed. A minimum of one course is to be held each quarter of the contract period, but the timing of each class may vary from quarter to quarter based on expected seasonal fluctuation in demand.

In some circumstances, class types in Task 6.2 may be substituted for each other. The SFMTA must approve substitutions as part of the quarterly look-ahead schedule provided by the Contractor. Substitutions may not be made if the associated costs exceed the total budget for Task 6.2 in the Calculation of Costs.

Task 6.3. Evaluation

Contractor shall conduct an evaluation to assess class participant understanding of scooter safety concepts, comfort, and confidence while scooter riding, and changes in perception of scooters. Contractor shall prepare an evaluation plan, which includes the pre-course and post-course surveys to be administered to participants, to be reviewed and approved by SFMTA. The plan is due a minimum of one month prior to start of Scooter Safety Education Classes and shall include key dates associated with the evaluation activities. (Task 5 evaluation plan must be

independent of the Task 6 evaluation plan, although evaluation results may be included in the same monthly, annual, and final reporting).

Contractor shall conduct pre-course and post-course surveys to understand change in behaviors, attitudes and perceptions among class attendees, as well as their actual gains in scooter knowledge. Contractor will devise a system such that it will be possible to match pre-and post-course surveys with each individual course attendee. Contractor shall have course attendees fill out the pre-course survey at the start of the course and shall follow up with course attendees six weeks after completion of the course. Contractor shall send reminders to attendees to complete the post-course survey evaluation and shall offer an incentive to course attendees to complete the evaluation.

Contractor shall be responsible for data collection only; all data analysis will be conducted by the SFMTA. Data will be analyzed at aggregate level for the purpose of paired pre-/post-course survey evaluation. Data will not be used to identify specific responses of specific people. All data collected will be kept confidential and not used for any purpose beyond the program effectiveness evaluation.

On an annual basis within two months of the end of each contract year, Contractor shall provide the SFMTA with all data collected from the evaluations up to that point.

The SFMTA may provide suggestions for class and program design improvement during the course of the contract. Additionally, the SFMTA may attend Scooter Safety Education Classes hosted by Contractor in order to assess effectiveness of engagement activities relative to the goals of the program.

Task 7: Scooter Safety Component Reporting

Contractor shall submit monthly reports, a summary at 12 months and every 12 months that follow, and a final report to the SFMTA project manager as directed by the SFMTA. (Reports can be consolidated to include both Task 5, 6, and 8 activities). These reports shall contain, but need not be limited to, the following information: location, date, and time of contract activities documented in Tasks 5, 6, and 8 as follows:

1. Outreach/Tabling Activities: location, date, and time of outreach/tabling; names of participating staff; number of people reached; number of people who signed up to receive more information; outreach activities; key statistics and information from the evaluations; any issues of note for the period; and any other information agreed upon between the SFMTA and Contractor.

2. Scooter Riding Workshops: attendance; basic demographic information and baseline scooter statistics collected via pre-course survey; outreach activities; number of RSVPs, and any issues of note for the period.
3. Scooter Safety Education Classes: attendance; basic demographic information and baseline scooter statistics collected via pre-course survey; outreach activities; number of RSVPs, and any issues of note for the period.

The format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. If submitted in hard-copy, the reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. The SFMTA encourages digital delivery of reports for this contract.

The SFMTA will review monthly reports, the 12-month summary reports and final report to assess the effectiveness of the Scooter Safety Education Classes and whether Contractor is on track to meet contract deliverables. By the end of the contract term, Contractor shall have completed all services and tasks. The SFMTA will monitor progress toward completing all courses in the contract.

Task 8: Optional As-Needed Additional Scooter Safety Classes or Events

The SFMTA may request up to 6 additional Scooter Riding Education Workshops at any point during the contract period, beyond the predetermined number of workshops. These would occur at a rate of no more than one additional workshop per month, unless otherwise mutually agreed upon by the SFMTA and Contractor. The exact mix and number of workshops provided may vary based on community organization input to ensure responsiveness to community needs and SFMTA priorities. If the SFMTA requests additional Scooter Riding Education Workshops, it will execute a contract amendment to reflect that change.

The following are the additional As-Need Scooter Safety Classes or Events that may be scheduled:

1. “How to Ride a Scooter”
2. “Scooter Safety Skills”

Evaluation and reporting related to As-Needed Scooter Safety Classes are subject to the same requirements as the Scooter Safety Education Classes described in Task 6 and the Scooter Safety Component Reporting requirements contained in Task 7.

II. Services Provided by Attorneys

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

III. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. 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.

IV. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be **Tracey Lin**.

Appendix B Calculation of Charges

Year 1 – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 1: Bicycle Education Outreach (12,000 people reached each year)					\$43,226.93
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$4,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$66.05	16	\$1,056.82
Per Event Costs					
		SF Bike (Ed. Fund)	\$528.41		
		InterEthnica, Inc.	\$1,357.22		
	PER EVENT SUBTOTAL		\$1,885.63	16	\$30,170.10
Task 2: Bicycle Safety Education Classes (68 classes)					\$154,628.69
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$3,500.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$92.88	68	\$6,316.16
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$2,637.40	14	\$36,923.63
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$1,669.96	14	\$23,379.48
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,405.54	6	\$14,433.22
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,004.61	4	\$8,018.46
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,550.85	4	\$6,203.40
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)	\$2,805.53	6	\$16,833.15
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)	\$1,477.20	6	\$8,863.19
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$1,528.71	14	\$22,157.98
Task 3: Reporting					\$1,981.54
	Contractor Reporting Costs		\$33.03	60	\$1,981.54
Bike Year 1 Total Not to Exceed Amount					\$199,837.16

Year 2 – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 1: Bicycle Education Outreach (12,000 people reached each year)					\$38,788.27
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$4,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$69.35	16	\$1,109.66
Per Event Costs					
		SF Bike (Ed. Fund)	\$554.83		
		InterEthnica, Inc.	\$1,425.08		
	PER EVENT SUBTOTAL		\$1,979.91	16	\$31,678.61
Task 2: Bicycle Safety Education Classes (68 classes)					\$158,727.25
Program Costs					
	Materials, Promotion, Space, and Supplies				\$6,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$104.03	68	\$7,074.10
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$2,769.27	14	\$38,769.82
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$1,753.46	14	\$24,548.45
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,525.81	6	\$15,154.89
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,104.85	4	\$8,419.38
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,628.39	4	\$6,513.57
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)	\$2,945.80	6	\$17,674.81
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)	\$1,551.06	6	\$9,306.35
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$1,661.85	14	\$23,265.88
Task 3: Reporting					\$2,080.62
	Contractor Reporting Costs		\$34.68	60	\$2,080.62
Bike Year 2 Total Not to Exceed Amount					\$199,596.15

Year 3 – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 1: Bicycle Education Outreach (12,000 people reached each year)					\$40,427.69
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$4,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$72.82	16	\$1,165.15
Per Event Costs					
		SF Bike (Ed. Fund)	\$582.57		
		InterEthnica, Inc.	\$1,496.34		
	PER EVENT SUBTOTAL		\$2,078.91	16	\$33,262.54
Task 2: Bicycle Safety Education Classes (64 classes)					\$157,126.07
Program Costs					
	Materials, Promotion, Space, and Supplies				\$6,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,500.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$109.23	64	\$6,990.88
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$2,907.74	14	\$40,708.31
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$1,841.13	14	\$25,775.88
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,652.11	5	\$13,260.53
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,210.09	3	\$6,630.26
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,709.81	3	\$5,129.44
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)	\$3,093.09	6	\$18,558.55
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)	\$1,628.61	5	\$8,143.06
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$1,744.94	14	\$24,429.17
Task 3: Reporting					\$2,184.65
	Contractor Reporting Costs		\$36.41	60	\$2,184.65
Bike Year 3 Total Not to Exceed Amount					\$199,738.41

Year 4 – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 1: Bicycle Education Outreach (12,000 people reached each year)					\$35,630.44
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$2,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$76.46	14	\$1,070.48
Per Event Costs					
		SF Bike (Ed. Fund)	\$611.70		
		InterEthnica, Inc.	\$1,571.15		
	PER EVENT SUBTOTAL		\$2,182.85	14	\$30,559.96
Task 2: Bicycle Safety Education Classes (62 classes)					\$161,713.61
Program Costs					
	Materials, Promotion, Space, and Supplies				\$6,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,500.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$114.69	62	\$7,111.04
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$3,053.12	14	\$42,743.72
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$1,933.19	14	\$27,064.67
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,784.71	5	\$13,923.55
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,320.59	3	\$6,961.78
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,795.30	3	\$5,385.91
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)	\$3,247.75	6	\$19,486.48
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)	\$1,710.04	5	\$8,550.21
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$1,832.19	12	\$21,986.26
Task 3: Reporting					\$2,293.88
	Contractor Reporting Costs		\$38.23	60	\$2,293.88
Bike Year 4 Total Not to Exceed Amount					\$199,637.93

Year 5 – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 1: Bicycle Education Outreach (12,000 people reached each year)					\$37,372.53
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$2,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$91.76	14	\$1,284.57
Per Event Costs					
		SF Bike (Ed. Fund)	\$642.29		
		InterEthnica, Inc.	\$1,649.71		
	PER EVENT SUBTOTAL		\$2,292.00	14	\$32,087.96
Task 2: Bicycle Safety Education Classes (57 classes)					\$159,852.94
Program Costs					
	Materials, Promotion, Space, and Supplies				\$6,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$120.43	57	\$6,864.44
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$3,205.78	12	\$38,469.35
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$2,029.85	12	\$24,358.20
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,923.95	5	\$14,619.73
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,436.62	3	\$7,309.86
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,885.07	3	\$5,655.21
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)	\$3,410.13	6	\$20,460.80
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)	\$1,795.54	4	\$7,182.18
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$2,244.43	12	\$26,933.16
Task 3: Reporting					\$2,408.58
	Contractor Reporting Costs		\$40.14	60	\$2,408.58
Bike Year 5 Total Not to Exceed Amount					\$199,634.04

Optional As-Needed – Bicycle Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 4: Bicycle Safety Education Classes (0 classes)					
Program Costs					
	Materials, Promotion, Space, and Supplies				
	Translation Services	SF Bike (Ed. Fund)			
Evaluation Costs					
		SF Bike (Ed. Fund)	\$120.43		
Per Event Costs					
	Adult Learn to Ride				
		SF Bike (Ed. Fund)	\$3,205.78		
	Smart City Cycling 1: Classroom				
		SF Bike (Ed. Fund)	\$2,029.85		
	Smart City Cycling 2: Maneuvering				
		SF Bike (Ed. Fund)	\$2,923.95		
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,436.62		
	Night and All-Weather Biking				
		SF Bike (Ed. Fund)	\$1,855.07		
	On-Bike and On-Scooter Practice				
		SF Bike (Ed. Fund)			
	Contractor Proposed Classes: Introduction to E-bikes				
		SF Bike (Ed. Fund)			
	Freedom from Training Wheels				
		SF Bike (Ed. Fund)	\$1,923.80		
Task 3: Reporting					
	Contractor Reporting Costs		\$40.14		
Optional Bike Classes Task Total Not to Exceed Amount					

Year 1 – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 5: Scooter Education Outreach (1,800 people reached each year)					\$45,768.62
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$6,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$49.54	16	\$792.62
Per Event Costs					
		SF Bike (Ed. Fund)	\$511.00		
		InterEthnica, Inc.	\$1,800.00		
	PER EVENT SUBTOTAL		\$2,311.00	16	\$36,976.00
Task 6: Scooter Safety Education Classes/Workshops (28 classes)					\$49,741.90
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$2,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$109.50	28	\$3,066.00
Per Event Costs					
	How to Ride a Scooter				
		SF Bike (Ed. Fund)	\$1,339.58	6	\$8,037.46
	Contractor Proposed Class: Scooter Practice				
		SF Bike (Ed. Fund)	\$1,004.68	8	\$8,037.46
	Scooter Safety Skills				
		SF Bike (Ed. Fund)	\$1,071.66	8	\$8,573.29
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,004.61	6	\$12,027.69
Task 7: Reporting					
	Contractor Reporting Costs		\$73.00	60	\$4,380.00
Scooter Year 1 Task Total Not to Exceed Amount					\$99,890.51

Year 2 – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 5: Scooter Education Outreach (1,800 people reached each year)					\$39,345.56
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$3,500.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$62.42	14	\$873.86
Per Event Costs					
		SF Bike (Ed. Fund)	\$536.55		
		InterEthnica, Inc.	\$1,890.00		
	PER EVENT SUBTOTAL		\$2,426.55	14	\$33,971.70
Task 6: Scooter Safety Education Classes/Workshops (26 classes)					\$55,719.43
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$114.98	26	\$2,989.35
Per Event Costs					
	How to Ride a Scooter				
		SF Bike (Ed. Fund)	\$1,406.56	6	\$8,439.33
	Contractor Proposed Class: Scooter Practice				
		SF Bike (Ed. Fund)	\$1,406.56	6	\$8,439.33
	Scooter Safety Skills				
		SF Bike (Ed. Fund)	\$1,125.24	8	\$9,001.95
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,808.84	6	\$16,853.01
Task 7: Reporting					
	Contractor Reporting Costs		\$76.65	60	\$4,599.00
Scooter Year 2 Task Total Not to Exceed Amount					\$99,663.99

Year 3 – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 5: Scooter Education Outreach (1,800 people reached each year)					\$41,087.84
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$3,500.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$65.54	14	\$917.55
Per Event Costs					
		SF Bike (Ed. Fund)	\$563.38		
		InterEthnica, Inc.	\$1,984.50		
	PER EVENT SUBTOTAL		\$2,547.88	14	\$35,670.29
Task 6: Scooter Safety Education Classes/Workshops (26 classes)					\$55,847.28
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$120.72	26	\$3,138.82
Per Event Costs					
	How to Ride a Scooter				
		SF Bike (Ed. Fund)	\$1,476.88	6	\$8,861.30
	Contractor Proposed Class: Scooter Practice				
		SF Bike (Ed. Fund)	\$1,476.88	6	\$8,861.30
	Scooter Safety Skills				
		SF Bike (Ed. Fund)	\$1,476.88	8	\$11,815.07
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,210.09	6	\$13,260.53
Task 7: Reporting					
	Contractor Reporting Costs		\$80.48	60	\$4,828.95
Scooter Year 3 Task Total Not to Exceed Amount					\$99,119.76

Year 4 – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 5: Scooter Education Outreach (1,800 people reached each year)					\$37,389.73
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$3,500.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$65.54	12	\$786.47
Per Event Costs					
		SF Bike (Ed. Fund)	\$591.55		
		InterEthnica, Inc.	\$2,083.73		
	PER EVENT SUBTOTAL		\$2,675.27	12	\$32,103.26
Task 6: Scooter Safety Education Classes/Workshops (26 classes)					\$58,332.44
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$126.76	26	\$3,295.76
Per Event Costs					
	How to Ride a Scooter				
		SF Bike (Ed. Fund)	\$1,550.73	6	\$9,304.36
	Contractor Proposed Class: Scooter Practice				
		SF Bike (Ed. Fund)	\$1,550.73	6	\$9,304.36
	Scooter Safety Skills				
		SF Bike (Ed. Fund)	\$1,550.73	8	\$12,405.82
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,320.59	6	\$13,923.55
Task 7: Reporting					
	Contractor Reporting Costs		\$84.51	60	\$5,070.40
Scooter Year 4 Task Total Not to Exceed Amount					\$98,016.05

Year 5 – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events	Item Total
Task 5: Scooter Education Outreach (1,800 people reached each year)					\$37,494.89
Program Costs					
	Materials, Promotion, Space, and Supplies	SF Bike (Ed. Fund)			\$2,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$65.54	12	\$786.47
Per Event Costs					
		SF Bike (Ed. Fund)	\$621.12		
		InterEthnica, Inc.	\$2,187.91		
	PER EVENT SUBTOTAL		\$2,809.03	12	\$33,708.42
Task 6: Scooter Safety Education Classes/Workshops (24 classes)					\$56,782.20
Program Costs					
	Materials, Promotion, Space, and Supplies				\$8,000.00
	Translation Services	SF Bike (Ed. Fund)			\$1,000.00
Evaluation Costs					
		SF Bike (Ed. Fund)	\$120.43	24	\$2,890.29
Per Event Costs					
	How to Ride a Scooter				
		SF Bike (Ed. Fund)	\$1,628.26	6	\$9,769.58
	Contractor Proposed Class: Scooter Practice				
		SF Bike (Ed. Fund)	\$1,628.26	6	\$9,769.58
	Scooter Safety Skills				
		SF Bike (Ed. Fund)	\$1,628.26	6	\$9,769.58
	Smart City Cycling 3: Road Practice				
		SF Bike (Ed. Fund)	\$2,436.62	6	\$14,619.73
Task 7: Reporting					
	Contractor Reporting Costs		\$88.73	60	\$5,323.92
Scooter Year 5 Task Total Not to Exceed Amount					\$99,601.01

Optional As-Needed – Scooter Classes - Calculation of Charges

Task			Per Event Rate	Number of Events		Item Total
Task 8: Scooter Safety Education Classes/Workshops (0 classes)						
Program Costs						
	Materials, Promotion, Space, and Supplies					
	Translation Services	SF Bike (Ed. Fund)				
Evaluation Costs						
		SF Bike (Ed. Fund)	\$109.50			
Per Event Costs						
	How to Ride a Scooter					
		SF Bike (Ed. Fund)	\$1,413.80			
	Scooter Safety Skills					
		SF Bike (Ed. Fund)	\$1,628.26			
Task 7: Reporting						
	Contractor Reporting Costs		\$36.50			
Optional Scooter Classes Task Total Not to Exceed Amount						