

THIS PRINT COVERS CALENDAR ITEM NO. : 10.9

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance & Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute SFMTA Contract No. SFMTA 2014-35 with 21Tech, LLC for professional and technology services to implement the SFMTA Enterprise Asset Management System, in a total amount not to exceed \$8,893,912 for an initial term of two years, with the option to extend the term an additional year at the sole discretion of the SFMTA.

SUMMARY:

- Identification and knowledge of assets and their condition are vital to assessing operational capacity. The decaying condition of national transit assets and backlog of replacement needs has led to a national effort to utilize asset management practice to improve the condition and performance of transportation assets.
- In order to comply with federal requirements and maximize reliability of service-critical equipment, the SFMTA is implementing an Agency-wide Enterprise Asset Management System (EAMS).
- In 2013, the SFMTA selected and licensed the Enterprise Asset Management (EAM) software package from Infor Corporation for this purpose.
- On June 13, 2014, the SFMTA issued a Request for Proposals (“RFP”) for Contract No. SFMTA 2014-35, EAMS Professional Services.
- On August 6, 2014, the SFMTA received two proposals in response to the RFP. A selection panel ranked 21 Tech, LLC as the higher of the two proposals.
- Funding for services under this Contract is provided by federal and local sources.

ENCLOSURES:

1. SFMTAB Resolution
2. Project Budget and Financial Plan
3. Agreement

APPROVALS:

DATE

DIRECTOR _____

3/10/15

SECRETARY _____

3/10/15

ASSIGNED SFMTAB CALENDAR DATE: March 17, 2015

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PURPOSE

The purpose of this calendar item is to authorize the Director of Transportation to execute SFMTA Contract No. SFMTA 2014-35 with 21Tech, LLC for professional and technology services to implement the SFMTA Enterprise Asset Management System, in a total amount not to exceed \$8,893,912 for an initial term of two years, with the option to extend the term an additional year at the sole discretion of the SFMTA.

GOAL

This contract supports the following SFMTA Strategic Plan Goal and Objective:

Goal 3: Improve the environment and quality of life in San Francisco

Objective 3.3 Allocate capital resources effectively.

DESCRIPTION

Background

As a public service agency, the SFMTA faces challenges in maintaining its assets in a state of good repair. Funding is at a premium, and aging assets increase the need for maintenance. Added to those challenges are the increased regulatory requirements, which include asset maintenance reporting, in compliance with regional and federal requirements. The increase in the size of the Agency and the significant increase in the number of its assets have placed a strain on existing data systems' ability to effectively manage SFMTA assets. The existing systems are not integrated, which creates inconsistencies in asset data and makes it difficult to create accurate and up-to-date reports. Identification and knowledge of assets and their condition are vital to assessing operational capacity. Without such knowledge, safe, effective and efficient operations are compromised.

SFMTA Assets Key Facts:

- \$13.2 billion = replacement value of all SFMTA assets
- \$11.5 billion = investment needs through 2033, including backlog
- \$2.5 billion = current estimate of deferred investment (backlog)
- \$316 million = average annual renewal funding identified in SFMTA's 5-year Capital Improvement Program

The decaying condition of national transit assets and backlog of replacement needs has led to a national effort to utilize asset management practice to improve the condition and performance of transportation assets. MAP-21 (2012), the federal transportation funding legislation, set a national asset management policy and associated requirements for all transit properties.

As part of the policy, the U.S. Secretary of Transportation is required to:

- Define "state of good repair (SGR)";
- Establish objective standards for measuring condition of capital assets; and
- Establish performance measures based on state of good repair.

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At the same time, the policy establishes that all recipients of federal transit funding will be required to:

- Develop a transit asset management plan;
- Develop an asset management system to develop capital asset inventories and condition assessments;
- Report on the condition of their system; and
- Describe the change in condition since the last report.

In addition, MAP-21 sets forth performance and safety management requirements. Specifically, the Federal Transit Administration (FTA) is required to establish SGR performance measures, based on the definition of state of good repair, and FTA grant recipients are required to establish annual SGR performance targets in relation to those measures and report performance on an annual basis. Similarly the FTA is required to set safety performance targets and consider safety in conjunction with transit asset management. While these requirements are still in the process of being finalized by the FTA, the SFMTA anticipates these requirements to be set prior to the completion of the EAMS implementation Project, most likely by the end of 2017.

As an FTA grant recipient for the EAMS Project, the SFMTA will be mandated to meet these federal requirements. In addition to fulfilling regulatory obligations, the SFMTA intends to use asset management to improve the performance of the transportation system (including non-transit assets), facilitate project coordination with other San Francisco City and County asset owners, and improve business process and decision-making by providing reliable asset information and analysis to staff and stakeholders.

The SFMTA has seven principal goals for the EAMS Project:

1. Establish EAMS: To establish a single Enterprise Asset Management System, integrated Agency-wide, and provide the current and historical state of SFMTA Assets.
2. Support the Renewal and Replacement Programs: To support a state of good repair by establishing and sustaining complete and accurate data on SFMTA Assets, tracking labor and materials, including procurement and disposal, over the life-cycle of an Asset, with long-term data integrity.
3. Enable Accurate Data Tracking: To enable accurate financial forecasting and planning based upon a complete, historically accurate and up-to-date Asset data repository.
4. Standardize Asset Management Practice: To facilitate standardization of SFMTA Asset management business practices.
5. Comply with Requirements: To comply with federal and regional Asset management Requirements.
6. Improve Work Environment: To improve work practices and the work environment, enable internal culture change, and break down Work silos as described in the RFP.
7. Sustain the EAMS long-term: To implement an EAMS program with a life-cycle of at least 25 years.

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Scope of Work

The purpose of this contract is to implement for the use and benefit of the SFMTA, a single Enterprise Asset Management System (EAMS), Agency-wide, providing full visibility of the current and historical state of all SFMTA Assets. This will include replacement of existing disparate systems and processes used throughout the Agency. The system that will be implemented is a software package known as Enterprise Asset Management (EAM), developed and licensed by Infor Corporation. Primary functionality includes Asset Management, Work Order Management and Materials Management, and Purchasing, plus interfaces from EAM to existing CCSF systems as required. SFMTA licensed this software in 2013.

The Contractor will provide technical and professional services to implement the Infor EAM software. Services include:

1. Infor EAM product-specific consultation for the SFMTA based upon Contractor experience in Infor EAM software implementation at transit agencies.
2. Technical assessment of existing SFMTA Asset Management data, and migration of that data into the EAMS.
3. Technical services to develop and implement software interfaces between Infor EAM and SFMTA systems.
4. Analysis and documentation of SFMTA's existing Asset Management related business processes and requirements as related to the implementation of the EAMS.
5. Professional project management services.
6. SFMTA staff training about the Infor EAM software functionality and technical capabilities to implement, use, and maintain the software.
7. Correction of software configuration bugs, corrupt data, or functions that display error messages after Implementation of EAMS at business units.

The Contract will have an original term of two years. In addition, the SFMTA will have the option to extend the term for a period of one year.

The scope of implementation encompasses approximately 45-50 SFMTA Business Units. The approach is to use multiple engagement teams working in tandem, to implement the software with support from other project team members working in a back-office environment. Working with each Business Unit, the engagement teams will implement EAM functionality.

While requirements are specific to each Business Unit, care will be taken to implement and maintain an Agency-wide consistency in the business practice, data hierarchies, and State of Good Repair (SGR) assessment criteria of the entire EAMS. Requirements would be established within the framework of an overall unified system for all Business Units, breaking down silos by establishing Agency-wide consistent processes to the extent practicable. Similarly, SGR assessment criteria will be established per Business Unit in a manner which is consistent with overall Agency SGR metrics.

The structure of the EAMS Project Team will be integrated with a mix of SFMTA employees and contractor staff. Initially, it is envisioned that Consultant staff shall provide leadership regarding technical asset management matters, and SFMTA staff shall provide Agency operating knowledge. During the project, the Consultant will train SFMTA staff to ensure that at the end of the project SFMTA staff shall be fully capable of performing all asset management related functions.

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Bids Received

On June 13, 2014, the SFMTA issued an RFP for Contract No. SFMTA 2014-35, EAMS Professional Services. On August 6, 2014, the SFMTA received two proposals in response to the RFP: one from 21 Tech, LLC and the other from Cornerstone Consulting & Technology, Inc.

A seven-member panel consisting of staff from SFMTA and other City departments reviewed the two proposals and ranked 21 Tech, LLC as the higher of the two proposals. On October 1, 2014, the SFMTA Contract Compliance Office approved the scoring process by memorandum.

In addition, the Contract Compliance Office confirmed that 21 Tech, LLC will meet the Small Business Enterprise (SBE) participation goal of 10% established for this Contract and has committed to meeting the Non-discrimination Equal Employment requirements of the Contract.

ALTERNATIVES CONSIDERED

Prior to finalizing an approach for achieving an integrated asset management system, the Agency commissioned a Conceptual Engineering Report (CER) prepared by a third party which evaluated the Agency's existing asset management practices and recommended a course of action. Within the report, consideration was given to continuing to utilize existing systems (no project), as well as to interfacing existing systems; however, these options were not recommended as they would result in limited system functionality and data availability. The Agency would therefore remain vulnerable to risks associated with challenges in meeting regulatory requirements and interruptions in reliability of service-critical components of the Agency's operating units.

FUNDING IMPACT

Funding for the entire project comes from a combination of federal and local funds. All funding for this project has been secured. The budget and financial plan for this project is presented in Enclosure 2.

Funding for contract services is included in the Fiscal Year budgets for 2014-2015, 2015-2016, and 2016-2017. The services provided include professional and technical consulting to enable implementation of the Enterprise Asset Management system.

The contract is for an initial term of two years, with the option to extend the term an additional year at the sole discretion of the SFMTA.

Total Annual Fees for Contract Years One and Two	\$6,651,272
Total Annual Fees for Optional Contract Year Three	\$2,242,640

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OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed this calendar item.

No other approvals are required.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Director of Transportation to execute SFMTA Contract No. SFMTA 2014-35 with 21Tech, LLC for professional and technology services to implement the SFMTA Enterprise Asset Management System, in a total amount not to exceed \$8,893,912 for an initial term of two years, with the option to extend the term an additional year at the sole discretion of the SFMTA.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA operates and maintains assets with a replacement value of approximately 13.2 billion dollars, and faces challenges in maintaining its assets in a state of good repair; and,

WHEREAS, In order to comply with federal requirements and maximize reliability of service-critical equipment, the SFMTA is implementing an Agency-wide Enterprise Asset Management System (EAMS); and,

WHEREAS, On June 13, 2014, the SFMTA issued a Request for Proposals (“RFP”) for Contract No. SFMTA 2014-35, EAMS Professional Services; and,

WHEREAS, On August 6, 2014, the SFMTA received two proposals in response to the RFP; and,

WHEREAS, A selection panel evaluated the proposals and ranked 21 Tech, LLC as the higher of the two proposals; and,

WHEREAS, Funding for services performed under Contract No. SFMTA 2014-35 will come from federal and local sources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. SFMTA 2014-35 with 21Tech, LLC for professional and technology services to implement the SFMTA Enterprise Asset Management System, in a total amount not to exceed \$8,893,912 for an initial term of two years, with the option to extend the term an additional year, to be exercised at the discretion of the Director of Transportation.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 17, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

ENCLOSURE 2

**Contract No. SFMTA 2014-35
Enterprise Asset Management System Professional Services
Project Budget and Financial Plan**

PROJECT BUDGET

Category	Amount
Conceptual Engineering Phase Staff Support (SFMTA and Other Dept. Services)	\$927,360
Detail Design Phase Staff Support (SFMTA and Other Dept. Services)	\$404,082
Construction Phase Consultant Contract, Contingency, and Staff Support	\$18,701,558
Total Cost	\$20,033,000

FINANCIAL PLAN

Project Funding Source	Amount
Federal (Section 5309)	\$8,800,000
Local (Prop K and Operating Funds)	\$11,233,000
Total	\$20,033,000

ENCLOSURE 3

**Contract No. SFMTA 2014-35
Enterprise Asset Management System Professional Services**

**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
21 Tech, LLC
For Enterprise Asset Management Systems Professional Services**

Contract No. SFMTA 2014-35

This Agreement, dated for convenience as _____, 2015, is made in the City and County of San Francisco, State of California, by and between: 21 Tech, LLC, 1390 Market Street, Suite 1202, San Francisco, CA 94102 (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

Recitals

- A. The SFMTA wishes to implement an Agency wide enterprise Asset management system. This Contract is to provide the technical and professional services to enable them develop and implement the system.
- B. A Request for Proposals (“RFP”) was issued on June 13, 2014 and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this Contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4061-13/14 on January 6, 2014.

Now, THEREFORE, the parties agree as follows:

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

are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from [Contract Start Date] to [Contract End Date], plus an option to extend the term for one year at the sole discretion of the City.]

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

4. Services Contractor Agrees to Perform. Contractor shall perform the Work as described in this Agreement and its Appendices, the RFP and Contractor's Proposal, dated August 6, 2014. The SFMTA's Request for Proposals (RFP) and Contractor's Proposal are incorporated by reference as though fully set forth.

5. Compensation. Compensation shall be made in monthly payments on or before the first day of each month for Work, as set forth in Section 4 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Eight Million, Eight Hundred Ninety Three Thousand, Nine Hundred and Twelve dollars (\$8,893,912). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

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

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

10. Taxes.

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

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

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

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

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest (see, e.g., Revenue & Taxation Code Section 64, as amended from time to time). Contractor accordingly agrees on

behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

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

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

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

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

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

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and Work requested by City under this Agreement. Contractor, 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.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, 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 attorney's fees, arising from this section.

15. Insurance.

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

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

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) 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.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

e. 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.

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

g. 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.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor 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.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. In no event shall either party 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.

18. Liquidated Damages.

A. By entering into this Agreement, Contractor agrees that in the event the Services identified in Section 18.B are delayed beyond the Milestones and timelines as provided in Appendix A for those services, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum stated as liquidated damages in Section 18.B if assessed does not effect a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed for such extensions of time permitted in writing by Purchasing.

B. Assuming Notice to Proceed is issued to Contractor by May 1, 2015, Contractor shall complete the Deliverable approved EAMS for the Underground Storage Tank Management Team not later than March 31, 2016. If the completion of the Deliverable approved EAMS for the Underground Storage Tank Management Team is delayed due to the action or inaction of Contractor, Contractor shall pay to the SFMTA the sum of \$3,000 for each calendar day of delay beyond the scheduled Milestone completion date for the Phase One Milestone 2 – Proof of Concept.

19. Key Personnel. Contractor Key Personnel as described in the Glossary of Appendix A, and identified at Notice to Proceed, shall remain assigned to project until completion. Contractor shall not replace Key Personnel without 30 Days prior notice to the SFMTA and written consent of SFMTA, which consent shall not be unreasonably withheld. Further, SFMTA reserves the right to dismiss Contractor non-performing personnel. Contractor shall replace dismissed Contractor(s) within 30 Days. Contractor agrees that replacement Key Personnel shall be approved by SFMTA.

In the event that Contractor reassigns or otherwise removes from the project an individual identified as Contractor Key Personnel (irrespective of the reason), the SFMTA may deduct up to \$25,000 from any money due to the Contractor for the purpose of training replacement Contractor(s). Such deduction is agreed compensation for damages sustained by the City due to the delay to the project caused by Contractor's reassignment or removal of Key Personnel. This provision shall not apply to Key Personnel who voluntarily leave Contractor's employ, or is terminated for cause who take leave from Contractor due to illness, disability, family leave, or military service.

20. Default; Remedies.

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

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

8. Submitting False Claims; 10. Taxes; 15. Insurance; 24. Proprietary or Confidential Information of City; 30. Assignment; 37. Drug-Free Workplace Policy; 53. Compliance with Laws; and 57. Protection of Private Information.

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

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

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

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

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

(3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other Work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other Work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

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

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

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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

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

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

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

such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: Maria Gartner
SFMTA Finance & IT Technology and Performance
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103

E-mail: maria.gartner@sfmta.com

To Contractor: Azhar Mahmood
21 Tech, LLC
1390 Market Street, Suite 1202
San Francisco, CA 94102

E-mail: contracts@21tech.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

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

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

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Work under this Agreement. Contractor will permit City to audit, examine and make excerpts

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

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

a. SBE Firms. Contractor shall not terminate an SBE Subcontractor for convenience and then perform the Work with its own forces. The Contractor shall make good faith efforts to substitute another SBE for an original SBE Subcontractor when the original SBE Subcontractor is terminated or fails to complete the Work on the Contract. The Contractor shall notify SFMTA in writing of any request to substitute a SBE Subcontractor and provide the CCO with any documentation requested to support the substitution. The CCO must approve the request in writing in order for the substitution to be valid. The substitution may also have to be approved by the SFMTA Board of Directors.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors.

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

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

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

b. 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, shall apply only when the physical location of the

employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which Work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Small Business Enterprise Program/Prompt Payment of Subcontractors.

a. **General.** The SFMTA is committed to a Small Business Enterprise Program ("SBE Program") for the participation of SBEs in contracting opportunities. In addition, Contractor must comply with all applicable federal regulations regarding Disadvantaged Business Enterprise

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

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

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

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

e. Interest on Unpaid Amounts. If the Contractor does not pay its Subcontractor as required under the above paragraphs, it shall pay interest to the Subcontractor at the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure

34. Nondiscrimination; Penalties.

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

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

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

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

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

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Reserved (Tropical Hardwood and Virgin Redwood Ban)

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

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

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal,

state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

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

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

43. Requiring Minimum Compensation for Covered Employees.

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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

44. Requiring Health Benefits for Covered Employees.

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

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

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

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

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

Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any Contract or property Contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement (“agreement”) with the City, on or before the effective date of the Contract or property Contract. Contractors shall also enter into an agreement with the City for any other Work that it performs in the City. Such agreement shall:

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

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

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

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

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will Work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City Contract or property Contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions.

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

d. Exceptions.

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

e. Liquidated Damages.

Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of Contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this Contract; that the failure of the contractor to comply with the Contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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

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

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

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the Contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

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

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G

are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office 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).

49. Administrative Remedy for Agreement Interpretation.

a. 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 by negotiation. 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. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. Government Code Claims. 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 Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

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

51. Construction of Agreement.

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

b. For avoidance of doubt, unless an obligation described in this Agreement is expressly and specifically assigned to the City, Contractor shall be solely responsible for the performance of tasks, services and all other Work necessary to complete the EAMS Project.

c. The SFMTA's Request for Proposals (RFP) and Contractor's Proposal are incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its Appendices; 2) the RFP dated June 13, 2014; and 3) Contractor's Proposal, dated August 6, 2014.

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

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

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

55. Reserved (Supervision of Minors).

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

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

58. Reserved.

59. Reserved (Food Service Waste Reduction Requirements).

60. Reserved (Slavery Era Disclosure).

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement. 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>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>21 Tech, LLC</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Azhar Mahmood Managing Partner 1390 Market Street, Suite 1202 San Francisco, CA 94102</p> <p>City Vendor Number: 37769</p>
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Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: FTA Requirements for Personal Services Contracts

Appendix A

Services to be provided by Contractor

I. Glossary of Definitions, Terms, and Abbreviations

For the purposes of this Contract the terms and their respective definitions listed below shall have the meanings stated, whether or not the defined term is capitalized in the RFP or the Contract, unless that would render the term nonsensical in the context in which it is used.

ACCEPTANCE TESTING is a series of tests conducted to determine if the System and other Work meets the Requirements or other specification of the Contract.

ADPICS (Advanced Purchasing and Inventory Control System) refers to the module of FAMIS which handles purchasing transactions.

AGREEMENT is this “Agreement between the City and County of San Francisco and 21 Tech, LLC for Enterprise Asset Management Systems Professional Services,” Contract No. SFMTA 2014-35, and all documents incorporated into this Agreement by reference, which are the RFP and Contractor’s Proposal, dated August 6, 2014.

ATCS refers to Advanced Train Control System, used at the SFMTA for control of the LRV fleet within the subway.

AGENCY means the SFMTA.

AGILE METHODOLOGY is a technology and business process that follows the values and principles found in the “Agile Manifesto”, developed in February of 2001 by the Agile Alliance. Ref: <http://agilemanifesto.org> AND <http://www.agilealliance.org//>

ASSET means: plant, machinery, property, building, vehicles and other items that have a distinct value to the organization (PAS 55). NOTE: This definition includes both tangible Assets and software code that is critical to the delivery of the function of the tangible Assets.

ASSET CONDITION ASSESSMENT is the process of continuous or periodic inspection, assessment, measurement and interpretation of the resultant data to indicate the condition of a specific Asset so as to determine the need for some preventative or remedial action. It is a crucial part of Asset Management to determine remaining useful life and an Assets capability to meet performance requirements.

ASSET MANAGEMENT refers to the systematic and coordinated activities and practices through which an organization optimally and sustainably manages its Assets and Asset systems, their associated performance, risks and expenditures over their life cycles for the purpose of achieving its organizational strategic plan (PAS 55).

ASSET OWNER is the person or group responsible for maintaining an Asset.

AWARD means authorization by resolution of the SFMTA Board of Directors for its staff to execute a Contract with the selected Proposer, pursuant to this RFP.

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BRIDGE in the context of this Appendix A means to a software interface intended to pass data between two software programs or data systems to synchronize data.

BUSINESS PROCESS is defined as a sequence of interrelated Tasks or actions, each associated with a specific responsibility center, including interleaving decision points and constraints (such as time constraints), required to accomplish a specific result.

BUSINESS ENGAGEMENT means to Implement EAMS for a Business Unit or one unit of Asset Owners or Other Enterprise Clients. The Business Engagement is completed when all Business Engagement Deliverables identified in this Appendix A are Implemented.

BUSINESS UNIT refers to an organizational subset of the SFMTA which is responsible to perform and report on a specific business function, or set of functions, which has a specific place on the SFMTA organization chart, and the Work of which is directed by a single manager. Each end-user of the EAMS works for and reports to exactly one Business Unit.

CCSF refers to the City and County of San Francisco.

CCO is the Contract Compliance Office of the SFMTA that administers compliance with federal regulations governing the Disadvantaged Business Enterprises/Equal Employment and Non-Discrimination Programs, in addition to the Small Business Enterprise Program, and the City's Human Right Commission's Local Business Enterprise/Non-Discrimination Program. The Contract Compliance reference number for this RFP is CCO No. 14-1302.

CHANGE MANAGEMENT LOG is an automated file containing a list of change requests from EAMS users to perform Work that is un-planned in the Project Schedule, or beyond the scope of the EAMS project. The Change Management Log shall support the process for Change Management as defined in the Task 2 services Project Implementation Plan.

CITY means the City and County of San Francisco.

CLOUD refers to network-based services, which appear to be provided by real server hardware, and are in fact served up by virtual hardware, which may be remote to the user. Vendor services "in the cloud" refer to software, platforms and Infrastructure that are sold as a service, i.e., remotely through the Internet.

CMD refers to the Contract Monitoring Division of the SFMTA.

CONFIGURATION means the Task of making, tracking and controlling changes in the Infor EAM software and/or data, using Infor EAM Configuration tools and functionality available in the Infor EAM product.

CONTRACT – see Agreement.

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CONTRACTOR PROJECT MANAGER is the Contractor-designated person responsible for accomplishing the stated EAMS Project Work.

CPCS refers to the SFMTA's Capital Program Controls System: An integrated business platform to manage budgets, resources, finances, schedules, construction contracts, and electronic documents at a Project and program level. CPCS integrates with the City's existing systems, such as FAMIS and eMerge.

CUSTOM TABS refers to an approach to Data Migration recommended by the Contractor in the Proposal.

DATA CLEANSING also known as Data Scrubbing, is the process of amending or removing data in a database that is incorrect, incomplete, improperly formatted, or duplicated.

DATA MIGRATION is the process of transferring data between storage types, formats, or computer systems, the destination being the EAMS.

DATA WAREHOUSE is a large store of data accumulated from a wide range of sources and used to guide management decisions.

DAY is a calendar day, unless specifically otherwise indicated in the Agreement. Days are consecutive calendar days.

DBE means Disadvantaged Business Enterprise: a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. Businesses certified as DBEs are in compliance with the United States Department of Transportation's DBE program under 49 CFR, Part 26, administered by the California Unified Certification Program. Ref: http://www.dot.ca.gov/hq/bep/find_certified.htm

DELIVERABLE(S) is a tangible or intangible object or objects produced as a result of the EAMS Project Work.

DESIGNATED BUSINESS UNIT REPRESENTATIVE refers to an individual who manages a Business Unit or is assigned by the Business Unit manager to make decisions on behalf of the Business Unit in regards to the EAMS Project.

DESIGN SPECIFICATION is a design document that describes all data, architectural, interface and component-level designs for the software components of EAMS. A Design Specification provides explicit information about the Requirements for EAMS and how EAMS is to be put together.

DISCOVERY is the process of analyzing current Asset Management systems, data and business processes at a Business Unit. It results in a Requirements definition for EAMS Implementation

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and the identification of Work and Tasks to be performed for the Business Unit's EAMS Prototype.

DOCUMENTATION is written material that provides official information or evidence, or that serves as a record.

DPW is San Francisco's Department of Public Works.

DT is the City's Department of Technology providing support services and IT solutions to other City departments, including the SFMTA. DT was formerly known as DTIS.

DUAL MODE means the simultaneous operation of two separate systems to perform equivalent tasks. In the context of the SFMTA's EAMS implementation, dual mode refers to continued operation of the old Asset Management systems and methodologies while the data and processes are being migrated into the EAMS.

EAM is an abbreviation for Enterprise Asset Management.

EAMS means Enterprise Asset Management System, which is the web-based EAM enterprise Asset Management software owned and maintained by Infor, and interfaces developed as part of this Contract. The SFMTA licenses use of the Infor EAM system through a SaaS agreement.

EAMS PROJECT SHAREPOINT SITE is the web-based Sharepoint location where all documents for the EAMS Project shall be stored. The web address for the site is:
<http://inside.sfmta.com/projects/eam/SitePages/Home.aspx>.

EAMS STEERING COMMITTEE is a committee comprised of SFMTA management level individuals who set the priorities and order of business for the EAMS Project. The committee includes representatives from SFMTA Divisions involved in the EAMS Implementation. The EAMS Steering Committee also serves as the EAMS Project Change Management Control Board.

eMERGE refers to the SFMTA's new HR/Payroll/Time Entry System

ESB refers to the Enterprise Service Bus: a single enterprise service bus, or integration server, to connect selected enterprise software systems within the Agency. The ESB communicates via web services and performs data transformations necessary to supply each system with correctly structured and accurate data.

ESRI refers to Environmental Systems Research Institute, an international supplier of Geographic Information System (GIS) software, web GIS and geodatabase management applications.

FAACS refers to the Fixed Asset Accounting and Control System, which is a module of FAMIS to manage the status of fixed Assets.

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FAMIS means Financial Accounting Management Information System which refers to the City Controller's mainframe general ledger accounting system. It is written in COBOL. The Consultant firm of KPMG introduced and has supported FAMIS since 1994.

FAMIS ACCOUNTING refers to all purchases of goods and services, maintenance and service agreements, professional service contracts, and construction contracts (except liens and retentions) are processed through FAMIS Purchasing. FAMIS Purchasing information automatically interfaces to the FAMIS Accounting System.

FINAL ACCEPTANCE is the formal written acceptance by the SFMTA Board of Directors or SFMTA Executive Director/CEO that all Work under this Contract has been satisfactorily completed.

FIT is the Finance and Information Technology division within the SFMTA.

FLOWCHART DIAGRAM is a type of diagram that represents an algorithm, workflow or process, showing the steps as boxes of various kinds, and their order by connecting them with arrows.

FTA is the Federal Transit Administration, an operating administration of the U.S. Department of Transportation.

FTE means Full-Time Employee equivalent.

GIS refers to Geographic Information System, a computerized data management system used to capture, store, manage, retrieve, analyze, and display spatial information. Data captured and used in a GIS commonly are represented on geographical maps.

HOST BRIDGE is a 3rd party vendor hired by the City Controller's Office to provide web services which interface to the Controller's mainframe applications, including FAMIS.

ICD means Interface Control Documentation: The ICD specifies interface Requirements to be met by the participating systems. It describes the concept of operations for the interface, defines the message structure and protocols which govern the interchange of data, documents details of participating data points with associated specifications, constraints and ranges, and identifies the communication paths along which the data is expected to flow.

IMPLEMENTATION for the Project shall mean that all Milestones and Deliverables in this Appendix A have been completed for Task 1 and Task 2 services, and been accepted by the Project Manager. Implementation for a Business Engagement or Business Unit shall mean that all Deliverables defined in Section 5, "Business Engagement Deliverables" of this Appendix A are completed for that Business Engagement or Business Unit, and User Acceptance has been obtained.

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INFOR is the IT software company supplying the SFMTA with the EAMS technology under a SaaS license agreement.

INFRASTRUCTURE refers to the composite hardware, software, network resources and technical services required for the existence, operation and management of the EAMS enterprise environment.

INREACH refers to pro-active internal communications within an organization with the purpose of raising awareness of a specific Project or undertaking within the organization.

INSTANCE refers to a single instance of the programming running Infor EAM software. Multiple instances mean that the Infor EAM software programming has been loaded into memory several times.

INTEGRATION TESTING is the phase in software testing in which individual software modules and software interfaces are combined and tested as a group.

ISSUE MANAGEMENT LOG is an automated file containing all issues associated with the EAMS Project. It includes information about each issue, who identified each issue and issue resolution information. The Issue Management Log shall support the process for Issue Management as defined in the Project Implementation Plan.

IT refers to Information Technology.

KEY PERSONNEL refers to individuals who contribute to the development or execution of the Project in a substantive measurable way, and whose experience and continuity on the Project are critical to its success.

KICK-OFF MEETING is a meeting of Project participants to perform introductions, review the Project Schedule, and discuss Project participant roles and responsibilities.

LBE means Local Business Enterprise: a for-profit business whose primary place of business is a fixed office in San Francisco, at which location the business conducts, on a regular basis for at least six months prior to certification, all of the services for which LBE certification is sought, other than Work required to be performed at a job site.

Ref: <http://sfgsa.org/index.aspx?page=5364#Section%20I>

LIFE CYCLE is the time interval that commences with the identification of the need for an Asset and terminates with the decommissioning of the Asset or any associated liabilities. NOTE: the principal stages of an Asset's life cycle can include: create/acquire, utilize, maintain and renew/dispose. (PAS 55)

LRV means Light Rail Vehicle.

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MASTER DATA refers to static data in Infor EAM software as contained in EAM functions for item master, vendor master, Assets and Asset hierarchy, preventative maintenance schedules, storerooms and employees.

MATERIALS MANAGEMENT is a technique concerned with planning, organizing & controlling the flow of materials (also known as parts) from their initial purchase to destination.

MILESTONE is an action or event marking a significant change or stage in Implementation of the EAMS.

MP2 refers to a computerized Asset Management system owned by Infor as a legacy product. Some SFMTA Asset tracking is currently performed using MP2.

MOBILE DEVICE is a portable computing device such as a smartphone or tablet computer.

MTC is the Metropolitan Transportation Commission: the transportation planning, coordinating and financing Agency for the nine-county San Francisco Bay Area. The MTC functions as both the regional transportation planning Agency — a state designation — and, for federal purposes, as the region's metropolitan planning organization (MPO). Over the years, the MTC's scope has evolved into three agencies in one, functioning as MTC, the Bay Area Toll Authority (BATA), and the Service Authority for Freeways and Expressways (SAFE).

MUNI is the San Francisco Municipal Railway, which is the Transit division of the SFMTA which provides public transit services within San Francisco.

NEEDS ASSESSMENT is a systematic process for determining and addressing needs, or gaps between current conditions and desired conditions or Requirements. The discrepancy between the current condition and desired condition must be measured to appropriately identify the need.

NOTICE TO PROCEED (NTP) refers to a letter from SFMTA to the Contractor stating the date the Contractor can begin Work subject to the conditions of the Contract. The performance time of the Contract starts from the NTP date.

OJT is On-the-Job Training: Training at the job site, by actually doing the job with someone who knows the job; that is, learning by doing.

OTHER ENTERPRISE CLIENT refers to persons or groups involved in the lifecycle of an Asset but who are not Asset Owners.

PART refers to an interchangeable component that will fit into any Asset of the same type, and is used for the repair, replacement or servicing of failed or worn Assets. Parts are tracked in an inventory which is managed in the Materials Management function integral to the EAMS.

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PAS 55 is a Publicly Available Specification on Asset Management (by the British Standards Institution or BSI). PAS 55-1:2008 and PAS 55-2:2008 constitute Parts 1 and 2 respectively of the PAS 55 standard.

PHASE is a distinguishable part in the course of the EAMS Project. A Phase includes Milestones and Deliverables.

PHASE ONE refers to the description of Phase One in the RFP Sections II.A-C, “Scope of Work”.

PHASE TWO refers to the description of Phase Two in the RFP Sections II.A-C, “Scope of Work”.

PHASE THREE refers to the description of Phase Three in the RFP Sections II.A-C, “Scope of Work”.

PRODUCTION SUPPORT is the practice and discipline of supporting the Implemented EAMS as it is being used by Business Units. A production support person/team is responsible for receiving incidents and requests from end-users, analyzing these, and responding to the end-user with a solution.

PROJECT refers to the SFMTA’s EAMS Implementation Project as described in the Request for Proposals entitled “San Francisco Municipal Transportation Agency Request for Proposals for RFP No. SFMTA-2014-35” dated June 13, 2014.

PROJECT IMPLEMENTATION PLAN is a Task 2 Deliverable which is described in the RFP.

PROJECT MANAGER is the SFMTA’s designated manager of the EAMS Project.

PROJECT MANAGEMENT OFFICE, abbreviated to PMO, is a group that defines and maintains standards and operating procedures for Project management execution of the Project. It is comprised of Project management staff from SFMTA and the Contractor.

PROJECT SCHEDULE is a schedule of the Work to be performed for the Project, the sequence of Tasks to be performed, Task dependencies, the Project critical path, resources who shall perform Tasks, and the timeframe (start and end dates) in which Tasks must be completed. It demonstrates whether Work is on-schedule, behind-schedule or ahead-of schedule, and shows Work completion. The Project Schedule is created and maintained in an automated Project Scheduling tool and provides documentation of the Schedule in a series of graphs and/or Gantt charts.

PROJECT STATUS REPORT is a written report, produced on a regular basis (weekly and/or monthly) that communicates the current status of the EAMS Project. It includes information about EAMS Project Tasks completed during the reporting period, highlights Project risks and

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issues, depicts performance of the Project Schedule compared to its baseline, and describes Tasks to be completed the following reporting period.

PROOF OF CONCEPT (POC) refers to Implementation of EAMS at a selected number of Business Engagements to demonstrate that the EAMS is configured properly for use within SFMTA. This is verified through Business Unit User Acceptance.

PROPOSAL refers to the proposal dated August 6, 2014 that Contractor submitted to the SFMTA in response to the RFP.

PROPOSER is a firm or a joint venture of firms that submitted a Proposal in response to the RFP.

PROTOTYPE is a model of the EAMS to act as a thing to be replicated or learned from. A prototype is designed to test and trial a design to enhance precision. Prototyping serves to provide specifications for a real, working EAMS rather than a theoretical one.

PST is Pacific Standard Time.

RELATIONAL DATABASE is a database structured to recognize relations among stored items of information.

REQUIREMENT(S) refers to business needs that are identified during analysis, and encompasses those Tasks that go into determining the needs or conditions to meet for a Business Unit. Requirements management takes into account the possibly of conflicting requirements of the various EAMS stakeholders, and includes analyzing, documenting, validating, organizing and tracking Requirements information.

REQUIREMENTS LOG is an automated file containing a list of Requirements identified for EAMS. The log identifies each Requirement, the requestor, and priority for each Requirement. The Requirements Log shall support the process of Requirements Management as defined in the Project Implementation Plan.

RESOURCE PLAN identifies all individuals performing Work on the EAMS Project at any point in time during the Project, and the percentage of time each person is allocated to perform Work on the Project. It also identifies the role of each person performing Work on the project.

REVENUE VEHICLE is a vehicle available to the fare-paying general public for conveyance from a pre-determined point-of-origin to destination, which may include boarding and off-loading stops along the route. Fare-paying passengers may directly pay fares, may be subsidized by public policy, or may provide payment through some contractual agreement.

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RFP refers to the Request For Proposals entitled “San Francisco Municipal Transportation Agency Request for Proposals for RFP No. SFMTA-2014-35” issued by the SFMTA, dated June 13, 2014.

RISK MANAGEMENT LOG is an automated file containing a list of each risk identified for the EAMS Project. The log identifies the person who identified the risk and the mitigation approach. The Risk Management Log shall support the process of Risk Management as defined in the Task 2 services Risk Management Plan and Project Implementation Plan.

SaaS is Software as a Service and refers to a software delivery model in which software and associated data are centrally hosted in the Cloud. The end-user’s IT support burden is reduced by outsourcing hardware and software maintenance and support to the SaaS provider.

SBE means Small Business Enterprise: a for-profit, small business concern, independently owned and operated, with its principal office located in California, with a three (3) year average gross revenue not exceeding Fourteen Million Dollars (\$14,000,000). An SBE firm is certified under the California Department of General Services’ Small Business Program administered by the Office of Small Business and Disabled Veteran Business Enterprise Services
Ref: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

SCADA means Supervisory Control and Data Acquisition, and refers to a type of automated process control system.

SCRUM refers to a process framework for managing Work teams. Scrum consists of Scrum Teams and their associated roles, events, artifacts, and rules.
Ref: https://www.scrum.org/Portals/0/Documents/Scrum%20Guides/Scrum_Guide.pdf

SFCTA is the San Francisco County Transportation Authority, also known as the TA. The SFCTA administers and oversees the delivery of Proposition K (Prop K) half-cent local transportation sales tax program and New Expenditure Plan, which was passed by San Francisco voters in November 2003.

SHOPS means Shop History and Online Part System, and is an Agency-specific acronym to identify the Spear system as utilized at the SFMTA since 2002. Some SFMTA Asset tracking is currently performed using SHOPS.

SFMTA is the San Francisco Municipal Transportation Agency.

SGR or SOGR means State of Good Repair: An Asset or system is in a state of good repair when no backlog of capital needs exists – hence all Asset life cycle investment needs (e.g., preventive maintenance, rehab, replacement) have been addressed and no capital Asset exceeds its useful life. (FTA working definition 2008)

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SPEAR 4i is a computerized maintenance management system developed by Spear Technologies. The program is owned by Infor as a legacy product, from the acquisition of Hansen Information Technologies.

SYSTEM is the solution provided by Contractor, comprising all hardware and software implemented under this Agreement to meet the Requirements.

SusSt is the abbreviated title for the SFMTA's Sustainable Streets division, formerly known as the Department of Parking and Traffic.

TA is a shortened "nickname" for the SFCTA.

TAM refers to Transit Asset Management: The Agency program to develop and sustain strategies for integration of planning, programming, maintenance and replacement of Assets into one comprehensive process that optimizes the long term performance of the SFMTA's multi-modal transportation system, in compliance with FTA and regional guidelines. The EAMS is an Agency Project in support of the SFMTA's TAM initiatives.

TASK is an activity that needs to be accomplished within a defined period of time or by a deadline to complete Work under this Agreement A. Task can be broken down into assignments which should have a defined start and end date or a deadline for completion. One or more assignments on a Task puts the Task under execution. Completion of all assignments on a specific Task renders the Task completed. Tasks can be linked together to create dependencies.

TASK 1 refers to the description of Task 1 Services in the RFP Sections II.A-C, "Scope of Work".

TASK 2 refers to the description of Task 2 Services in the RFP Section II.D, "Scope of Work".

TEAM is the integrated EAMS Project Implementation group comprised of Contractor and SFMTA individuals.

TEST CASE is a set of conditions or variables under which a tester will determine whether an application, software system or one of its features is working as it was originally established for it to do.

TEST SCRIPT is a set of instructions that will be performed on the System to test that the System functions as expected.

TRANSACTIONAL DATA refers to Infor EAM data for functions of work requests, work orders, purchase requisitions, purchase orders. Transactional Data can be historical or active.

TRAPEZE refers to the SFMTA's transit-scheduling software application.

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VMI is Vendor Managed Inventory: Instead of procuring parts and supplies via individual purchase orders, customers electronically send to the supplier daily demand information on an agreed-upon range of inventory items. The supplier generates replenishment orders for the customer based on this demand information. The process is guided by mutually agreed upon objectives for the customer's inventory levels, fill rates, and transaction costs. The SFMTA has a Contract with Alstom Transportation, Inc. to provide pilot VMI services for rail parts and supplies for at least two years (through July 2015) using Alstom's RAILSYS software platform.

USER ACCEPTANCE shall mean the demonstrable willingness of a Business Unit to employ the configured Infor EAM software. This shall be evidenced by the signature of the Designated Business Unit Representative.

WORK means the services to be performed, the software, documentation and all Deliverables to be provided by Contractor under this Agreement.

WORK DAY (aka Business Day) is one day (8 hour shift) of a five-day Work week, normally Monday through Friday unless explicitly redefined for individuals working in a specific Business Unit, exclusive of SFMTA holidays.

WORKFLOW DIAGRAM is a form of Flowchart depicting the flow of actions from one person or group to another. It typically consists of a set of symbols representing actions or individuals connected by arrows indicating the flow from one to another.

II. SCOPE OF WORK

A. Purpose of Agreement

As the ultimate purpose of this Agreement, Contractor shall create and implement for the use and benefit of the SFMTA a single enterprise Asset Management system, integrated Agency-wide, providing full visibility of the current and historical state of all currently active SFMTA Assets, with historical Asset data captured going forward. Specifically, Contractor shall work with SFMTA to achieve the following:

8. Establish EAMS: To establish a single Enterprise Asset Management System, integrated Agency-wide, and provide the current and historical state of SFMTA Assets.

9. Support the Renewal and Replacement Programs: To support a state of good repair by establishing and sustaining complete and accurate data on SFMTA Assets, tracking labor and materials, including procurement and disposal, over the life-cycle of an Asset, with long-term data integrity.

10. Enable Accurate Data Tracking: To enable accurate financial forecasting and planning based upon a complete, historically accurate and up-to-date Asset data repository.

11. Standardize Asset Management Practice: To facilitate standardization of SFMTA Asset management business practices.

12. Comply with Requirements: To comply with federal and regional Asset management Requirements.

13. Improve Work Environment: To improve Work practices and the Work environment, enable internal culture change, and break down Work silos as described in the RFP.

14. Sustain the EAM System long-term: To implement an EAM program with a life-cycle of at least 25 years.

B. Time for Completion of Work

1. Contractor shall complete all Task 1 Work under Phase One and Phase Two within 730 Days of the date indicated in the Notice to Proceed by which Contractor shall commence the Work.

2. As an optional Phase Three of Task 1, Contractor shall at SFMTA's direction perform a third year of Task 1 services. Phase Three is optional Work, to complete Phase Three, at SFMTA based upon the proposed fee schedule and rates. SFMTA will determine in its sole discretion whether to exercise the option for Phase Three following Contractor's completion of Phase One.

3. Contractor shall complete all Task 2 Work within 730 Days of the date indicated in the Notice to Proceed by which Contractor shall commence the Work.

C. Work to be Performed by Contractor

1. Services to be Provided

Contractor shall provide technical and professional services to implement all modules of Infor Version 11 EAM Asset Sustainability Edition Agency-wide at the SFMTA licensed at the time of RFP issuance. Services include:

- a. Infor EAM product-specific consultation for the SFMTA EAMS Project Team based upon Contractor experience in Infor EAM software Implementation at transit agencies.
- b. Technical assessment of existing Agency Asset Management data and Data Migration of that data into the EAMS.
- c. Technical services to develop and Implement software interfaces between Infor EAM and SFMTA systems specified in this Appendix A.
- d. Analysis of SFMTA's existing Asset Management related Business Processes and Requirements as related to the Implementation of the EAMS.
- e. Professional Project Management services to provide Deliverables described in this Appendix A.
- f. SFMTA staff training (both end-users and EAMS Project Team members) about the Infor EAM software functionality and technical capabilities to Implement, use, and maintain the software as defined in the Project Implementation Plan.
- g. Correction of software Configuration bugs, corrupt data, or functions that display error messages after Implementation of EAMS at Business Units.
- h. Implementation of the Infor ION if licensed by SFMTA.

Contractor shall perform Work to conform with the highest professional standards applicable to the types of services and Work provided hereunder as measured by professional IT standards applicable in the profession.

2. Location of Services

Contractor shall perform the Work under this Contract at SFMTA office space in San Francisco, various SFMTA Business Unit locations in San Francisco, and at Contractor office locations within the United States. Contractor shall be responsible for providing Contract staff with computer equipment and tools to perform Work.

3. Project Management and Terms of Work:

- a. Contractor's principal point of contact with the SFMTA will be the SFMTA Project Manager, Maria Gartner. The SFMTA's principal point of contact with the Contractor will be the Contractor's Project Director, Linda Short.
- b. All Contractor personnel shall report to and take direction from the Contractor's Project Manager, who shall report to the SFMTA's Project Manager. Each parties respective Project Manager shall be that parties principal point of contact.

c. The Contractor Project Manager shall be responsible for development and maintenance of the following Project Deliverables, which are subject to review and approval by the SFMTA Project Manager when created and/or modified:

- (1) Project Schedule
- (2) Resource Plan
- (3) Requirements Log
- (4) Change Management Log
- (5) Issue Management Log
- (6) Risk Management Log
- (7) Project Status Reports
- (8) Project Presentations
- (9) Business Unit Implementation Plans as defined in Section 5, Deliverable 5.2.j of this Appendix A.

d. During the Proof of Concept (Phase One Milestone 3) the Contractor shall migrate Materials Management data in a manner that enables the continuance of SHOPS until SHOPS is decommissioned in Phase Three.

e. Project documentation shall be stored and maintained on the EAMS Project SharePoint site.

f. Technical Deliverables for the Project shall reside within SFMTA Instances of Infor EAM and/or within the SFMTA Technical Infrastructure.

g. Format and delivery method for the content of reports as identified in this Appendix A and identified by the Project PMO shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. If printed reports are desired, these reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. Project Schedule and Milestones:

4.1 The SFMTA may modify the order or sequence in which Contractor Implements SFMTA Business Engagements through the Project Management Office.

4.2 All Project Deliverables shall be subject to review and approval by the SFMTA Project Manager and EAMS Steering Committee. The SFMTA Project Manager shall submit Deliverables to the EAMS Steering Committee for approval. Evidence of approval shall be in the form of a written sign-off indicating acceptance. Acceptance shall be based upon Deliverable quality, and completeness per Requirements. Time for acceptance by Steering Committee will not affect the Project Plan timeline.

4.3 The Project Schedule shall be maintained in Microsoft Project 2013 software.

4.4 Contractor shall provide the following Task 1 Milestones and Deliverables (identified by Phase.Milestone.Deliverable; e.g., P1.M2.D3 = Phase One, Milestone 2, Deliverable 3).

a. Phase One Milestone 1: Project Initiation Stage - In the first 30 days following Notice to Proceed the Contractor shall provide the following Deliverables:

- (1) Deliverable P1.M1.D1: Establish a joint Contractor-SFMTA Project Management Office (PMO) as specified by the Project Manager. EAMS Project Team roles and responsibilities shall be established as part of this Deliverable.
- (2) Deliverable P1.M1.D2: Assist Project Manager in developing and conducting a joint Contractor-SFMTA EAMS Project kick-off meeting.
- (3) Deliverable P1.M1.D3: Develop and provide the Project Schedule.
- (4) Deliverable P1.M1.D4: Develop and provide a documented Needs Assessment for the software interfaces defined in Section 6, "Interface Deliverables" of this Appendix A.
- (5) Deliverable P1.M1.D5: Develop, document and provide objectives and success criteria for the Proof of Concept (POC) Milestones contained in this Appendix A.
- (6) Deliverable P1.M1.D6: Conduct or schedule instructor-led training for the EAMS Project Team based on its level of need, to include the following subjects:
 - (a) General Infor EAM Functionality
 - (b) Infor EAM Administration
 - (c) Infor EPAK Tool
 - (d) Infor EAM Alerts Management
 - (e) Infor EAM Technical Tool Kit

b. Phase One Milestone 2: Contractor shall provide a Proof of Concept (POC) that shall be Implemented within 6 months of Notice to Proceed, or as agreed in the Project Schedule, and include the following Business Engagements.

- (1) Underground Storage Tanks
- (2) Buildings & Grounds
- (3) Custodial Unit

Deliverable P1.M2.D1 through P1.M2.D5 and P1.M2.D6: Deliverables for each of the Business Engagements within this Milestone are defined in Sections 5 and 6 of this Appendix A.

c. Phase One Milestone 3: Contractor shall provide a Proof of Concept (POC) that shall be Implemented within 6 months of Notice to Proceed, or as agreed in the Project Schedule, for the SFMTA Materials Management Business Engagement.

Deliverable P1.M3.D1 through P1.M3.D5 and P1.M3.D6: Deliverables for the Business Engagement within this Milestone are defined in Sections 5 and 6 of this Appendix A.

d. Phase One Milestone 4: Contractor shall Implement the EAMS within 18 months of Notice to Proceed (NTP), or as agreed in the Project Schedule, to include the following SFMTA Business Engagements.

- (1) Maintenance of Way Division
 - (a) Overhead Lines Maintenance
 - (b) Track Maintenance
 - (c) Motive Power
 - (d) Cable Car Machinery
 - (e) Digital Systems Shop
 - (f) Electronic Shop
 - (g) Video Shop
 - (h) Signal Shop
- (2) Contracts & Procurement
 - (a) Purchasing
- (3) Finance & Technology
 - (a) Accounts Payable/Accounts Receivable
 - (b) Capital Finance
- (4) Sustainable Streets
 - (a) Strategic Planning

Deliverable P1.M4.D1 through P1.M4.D5 and P1.M4.D6: Deliverables for each Business Engagement within this Milestone are defined in Sections 5 and 6 of this Appendix A.

e. Phase Two Milestone 1: Contractor shall Implement the EAMS within 24 months of Notice to Proceed (NTP), or as agreed in the Project Schedule, to include the following SFMTA Business Engagements:

- (1) Sustainable Streets
 - (a) Meter Shop
 - (b) Sign Shop
 - (c) Paint Shop
 - (d) Bicycle Planning
 - (e) Pedestrian Facility Planning

- (2) Transportation Engineering
 - (a) Traffic Signal Shop
 - (b) Construction Route
 - (c) Traffic Management
 - (d) SFGO & Transit Engineering
 - (e) Special Projects

- (3) Off-Street Parking

- (4) Finance & Technology Division
 - (a) Real Estate

Deliverable P2.M1.D1 through P2.M1.D5 and P2.M1.D6: Deliverables for each Business Engagement of this Milestone are defined below in the Sections 5 and 6 of this Appendix A.

f. Phase Three Milestone 1: (Optional Task 1 Services as described in Section II.B.2 of this Appendix A) Phase Three Implementation of the EAMS shall complete within 36 months of Notice to Proceed (NTP), or as agreed in the Project Schedule, to include the following SFMTA Business Engagements.

- (1) Transit Division
 - (a) Cable Car Maintenance
 - (b) Geneva Yard
 - (c) Historic Rail
 - (d) Green Heavy Duty
 - (e) Green LRV
 - (f) Metro East LRV
 - (g) Presidio Trolley
 - (h) Flynn Motorcoach
 - (i) Woods Motorcoach
 - (j) Kirkland Motorcoach
 - (k) Islais Creek Motorcoach

- (2) Non-Revenue Vehicles
 - (a) Scott Division

- (3) Cleaning
 - (a) Trolley
 - (b) Motor Coach
 - (c) Rail
 - (d) Body and Paint
- (4) Director
 - (a) Information Technology
 - (b) Central Subway
- (5) Other
 - (a) Three additional Business Engagements are included in this Phase to be identified at the discretion of SFMTA.

Deliverable P3.M1.D1 through P3.M1.D5 and P3.M1.D6: Deliverables for each Business Engagement of this Milestone are defined in Sections 5 and 6 of this Appendix A.

4.5 Contractor shall provide the following Task 2 Milestones and Deliverables as described in the RFP, Sections II.A-C, “Scope of Work”.

a. Task 2 Milestone 1: Contractor shall provide the following Deliverable within 1 month of Notice to Proceed (NTP):

- (1) Deliverable T2.M1.D1: Project Implementation Plan

b. Task 2 Milestone 2: Contractor shall provide the following Deliverables within 90 Days of Notice to Proceed (NTP):

- (1) Deliverable T2.M2.D1: Quality Assurance Plan
- (2) Deliverable T2.M2.D2: Training Management Plan
- (3) Deliverable T2.M2.D3: Risk Management Plan

c. Task 2 Milestone 3: Contractor shall provide the following Deliverable within 730 Days of Notice to Proceed (NTP), or as agreed in the Project Schedule:

- (1) Deliverable T2.M3.D1: 25-Year EAMS Sustainability Plan

5. Business Engagement Deliverables

Contractor shall provide the following Deliverables for Business Engagements identified in this Appendix A.

5.1 Deliverable 1: Business Engagement Initiation

- a. Kick-off meeting
- b. Updated Project Schedule

5.2 Deliverable 2: Discovery Work Products

- a. Asset Management forms, reports, spreadsheets, and documents used by the Business Unit uploaded to the EAMS SharePoint site.
- b. Microsoft Excel spreadsheet containing prioritized Business Unit Requirements.
- c. Microsoft Excel spreadsheet containing Business Unit Asset types and Asset hierarchy.
- d. Review of SFMTA's current-state business process maps and flowchart diagrams as available. Documented assessment of Business Unit readiness to Implement the EAMS.
- e. Documented recommendations for the use of Mobile Device computing with Infor EAM software at the Business Unit.
- f. Microsoft Excel spreadsheet containing analysis comparing Infor EAM software functionality to current-state Business Unit processes (fit/gap analysis). Identified gaps shall include recommendations for use of Infor EAM functionality.
- g. A documented data readiness assessment that describes data completeness and availability for Data Migration into the EAMS. This shall include a written recommendation for gathering incomplete data for the Business Unit. Incomplete data refers to data that is unavailable, but required for Infor EAM software to operate.
- h. Documented findings about current Business Unit Asset Condition Assessment practices.
- i. A Microsoft PowerPoint presentation containing Discovery findings and recommendations for the EAMS Project team and Business Unit management.
- j. A Business Unit Implementation Plan including identified Work to be performed for Implementation at that Business Unit. This shall include a Design Specification for the Infor EAM Configuration to describe how the Design Specification satisfies Business Unit Implementation Requirements.

5.3 Deliverable 3: EAMS Prototype & Build

- a. Updates as required to the Design Specification to reflect modifications performed during the Prototype and Build Deliverable.
- b. Configuration of the Infor EAM software that provides the following as needed to meet Business Unit Implementation Requirements:

- (1) Authorized, role-based access to the Infor EAM software functionality and data.
 - (2) A user group established within the Infor EAM software for each Business Unit Work role.
 - (3) Role-based Infor EAM inboxes.
 - (4) Configured Infor EAM functions that:
 - (a) Display records to the user in a manner required to perform their Work.
 - (b) Are as simple to use and minimize required user keystrokes.
 - (c) Present error messages as required.
 - (d) Include Key Performance Indicators (KPI), charts, and graphs as required.
 - (e) Include status fields that reflect the Business Process workflow for the Business Unit.
 - (f) Include all data fields to support Business Unit Requirements including Configuration of Infor EAM user-defined and custom fields as required.
 - (g) Enable Data Spy, Bar Code and Mobile Device functionality.
 - (h) Activate audit trails for specified data fields as required.
- c. Infor EAM Administrative software functionality that is supportable by the Infor Helpdesk.
 - d. Functions within Infor EAM software for users to administer, that do not pose a risk to EAMS operation.
 - e. Cost rollups for Asset systems and individual Assets.
 - f. Capability to upload documents in the Infor EAM software.
 - g. Configuration of ESRI-EAM data synchronization as supported in the Infor EAM product.
 - h. An ESRI GIS map link for Assets and work orders as supported in the Infor EAM product.
 - i. Software to Bridge SHOPS to EAMS until SHOPS is decommissioned.
 - j. Up to twelve (12) sample Test Scripts for Infor EAM Configured functions to guide the SFMTA EAMS Project Team and end-users in SFMTA's development of Test Scripts.
 - k. Mobile Device functionality as supported in the Infor EAM product.

l. A software version control methodology to manage Configured software and interfaces in a manner that shall prevent loss of code and for full restoration in the event that loss occurs.

m. System security that prevents data loss and unauthorized system access to the EAMS.

n. Migration of SFMTA Master Data and historical Transactional Data into the EAMS as follows:

(1) SFMTA Business Units currently operating SHOPS shall have all Master Data and historical Transactional Data migrated automatically into Infor EAM. Migration shall include data for work orders that are considered closed.

(2) SFMTA Business Units currently operating MP2 or some other automation for Asset Management, where migrating some or all Master Data and/or Transactional Data through automation is not possible, shall have data available for viewing in Infor EAM software using the Contractor-proposed approach of Custom Tabs, with data contained in a Relational Database format that can be queried within the Infor EAM software, and through report generation programming external to Infor EAM.

(3) Contractor shall perform Data Cleansing that can be accomplished through automation.

(4) Business Unit Asset Management data shall be migrated into all Instances of SFMTA's Infor EAM software.

(5) Data Migrations shall incorporate end-user feedback from Business Units in iterations until User Acceptance is obtained.

(6) An approach shall be developed for Data Migration at Business Units where it is difficult to identify active-state Transactional Data. The approach must be accepted by the Business Unit.

(7) Asset Condition Assessment data for Business Units that currently maintain that data shall be migrated into Infor EAM, preserving the existing method of condition ranking and/or rating if possible.

(8) Data Migration shall occur in a manner that enables removal of migrated data from Infor EAM for a Business Unit in the event that issues are discovered post-migration.

(9) Contractor shall incorporate EAM User Defined Fields into EAM off-the-shelf reports.

5.4 Deliverable 4: EAMS Implementation

a. Resolution of software Configuration and Data Migration issues that are identified during end-user Acceptance Testing.

- b. Integration testing of all Contractor-delivered EAMS software and interfaces.
- c. Training for EAMS end-users to use EAMS, that shall include instructor-led classroom training, self-guided training materials, quick reference guides, and SFMTA-specific online EAMS Help functionality.
- d. EAMS cutover scripts including roll-back steps to minimize any adverse impact to on-going EAMS operations.
- e. Transition of the EAMS from the software development environment to the SFMTA production environment.
- f. A backup and recovery plan for Contractor-supplied software and interfaces .
- g. Help Desk reference materials to aid in post-implementation troubleshooting.

5.5 Deliverable 5: Post Implementation Support

- a. Facilitation of a lessons learned workshop about the Business Engagement.
- b. Observation and monitoring of EAMS performance to determine if system response time meets Business Unit Requirements. Response time is measured in the amount of time it takes the EAMS to respond to an end-user after entering or saving data in the system.
- c. EAMS configuration adjustments to improve performance if response times do not meet Business Unit Requirements and the cause of such is determined to be due to Contractor’s actions.

6. Interface Deliverables

6.1 Deliverable 6: Interfaces as Required: Contractor shall develop, test and Implement (initially 6) of the automated software interfaces identified in the following chart on an as-needed basis for each Business Engagement.

Integration	Description	Technology
FAMIS Purchasing (ADPICS)	Financial system maintained by the Controller's Office - system for issuing all Purchase Orders and payment of Invoices	Host Bridge - Web Service API for all interactive transactions (writing records), and flat file export for data synchronization (reading records)

FAMIS Accounting	Inventory Value	Host Bridge - Web Service API for all interactive transactions (writing records), and flat file export for data synchronization (reading records)
FAMIS FAACS (Fixed Asset Accounting and Control System)	Asset list and status	Flat file export for data synchronization
VMI (Railsys)	All storekeeping functions for vendor maintained inventory for rail vehicles	API supplied by Vendor (Alstom)
Spear4i (SHOPS)	Temporary interface to existing Asset management system to synchronize during Project phasing	Need to coordinate data exchange while both systems are live
LAGAN 311	Citywide customer service portal (Work requests)	Existing Web Services Hub with APIs built on Oracle WebLogic, maintained by 311
SFpark Data Warehouse	Parking Space Inventory - Asset list and status to SFpark Data Warehouse	Create a new Web Service to be consumed by SFpark
Vehicles Interface	Generalized web services export for vehicles and status	Create a new Web Service to be used by internal applications like Trapeze, Central Control Log (incident management), Radio System
Capital Program Controls System (CPCS)	Capital projects spending by grant / fund - Refurbishment Programs for Assets among others	Fund balances will update through FAMIS interface (see above)
Fleetwatch	Vehicle mileage and fluid usage (diesel, oil, coolant)	Currently fixed file format produced daily by Fleetwatch
GPS-based Mileage for Cable Car	Mileage for Cable Cars based on GPS tracking (internal SFMTA code)	Fixed file format produced by custom code (SFMTA)
eMerge	Timekeeping system for payroll	Fixed file format sent every pay period (biweekly)
SF Parking Management system (SFPM)	Asset inventory and Work orders in	Vendor-based system (SERCO) developed on EAM APIs
Radio Project	Radio Assets and maintenance Work, incident management	Xerox product suite - database interface

Power SCADA	Exported Asset list and status from SCADA for periodic import into EAM	Proprietary system reports
Advanced Train Control System	Exported Asset list and status from ATCS for periodic import into EAM	Proprietary system reports
GIS	Enterprise GIS layers	Export view in Database to GIS system with geospatial data (Oracle 11g)

Automated software interfaces to and from Infor EAM shall use the SFMTA Enterprise Service Bus (ESB) where possible, and may incorporate use of the Infor ION product if licensed by SFMTA. Interface Control Documentation (ICD) shall be provided for all interfaces included in this Section 5.

7. Production Support

a. As part of the Project Implementation Plan the Contractor shall provide a software Problem Reporting process to address user reports of non-functioning or otherwise problematic software conditions in the Implemented EAMS. A problem is defined as software functionality which fails to meet the criteria described in the Business Unit Implementation Plan described in Section 5, Deliverable 5.2.j. These problem reports shall be captured on a SFMTA-approved form for categorization as described below.

b. Problem resolution shall be assigned to the Contractor as the discretion of the Project Manager and subject to the process approved in the Project Implementation Plan.

c. For the duration of this Contract, Production Support shall be provided for each Business Unit where an Infor EAM Implementation has occurred. Reported problems in the Implementation shall be categorized and resolved as follows:

1. Category 1 – EAMS system is not available to users, or, loss of functionality with no SFMTA-acceptable work-around. In this event, Contractor shall respond within 2 hours, and the problem shall be resolved within 12 hours.

2. Category 2 – EAMS system is available to users, but EAMS experiences a critical loss of functionality as determined by the SFMTA for something that passed User Acceptance testing and no longer works. In this event Contractor shall respond within 4 hours, and the problem shall be resolved within 24 hours, or an SFMTA-accepted work-around is provided.

3. Category 3 – All other problems not meeting Category 1 or 2 criteria described in 7.1 or 7.2 shall be handled through the Problem Management process to be defined in the Project Implementation Plan.

8. Warranty

The Contractor warrants for a period of 12 months from Final Acceptance (the “Warranty Period”), the EAMS Implementation and associated interfaces developed under this Contract, shall operate as described in the Business Unit Implementation Plan, (“Design Specifications”) described in Section 5, Deliverable 5.2.j.

During the Warranty Period if the EAMS fails to operate within the Design Specifications, the Contractor shall at its own expense repair or provide a patch or work-around so that the EAMS will function within the Design Specifications. The Contractor agrees to provide said fix within 1 week of notification by the SFMTA. If the time required to fix the EAMS exceeds 1 week from notification then the Warranty Period shall be extended by the same amount of that additional time.

In the event that SFMTA modifies custom code or Configurations Implemented by the Contractor it shall no longer be covered by Contractor’s warranty.

9. SFMTA Obligations

SFMTA shall provide the following:

- a. An EAMS Steering Committee as described in the Glossary of this Appendix A.
- b. A dedicated Project Manager, as described in the Glossary of this Appendix A, who shall provide direction to the SFMTA EAMS Project Team members and serve as liaison to the EAMS Project Steering Committee.
- c. The Project Manager shall facilitate issue resolution when needed regarding Business Engagement Requirements and prioritization of elements of the Infor EAM software Configuration.
- d. The Project Manager shall provide communication about the EAMS Project to SFMTA stakeholders of the EAMS Project as shall be identified in the Project Implementation Plan.
- e. SFMTA staff to perform Work in the EAMS Project Team roles described in the RFP. Vacant positions shall be filled as soon as possible through the SFMTA recruitment process.
- f. SFMTA staff shall perform user-training for Business Engagements following the end of the first Contract year.
- g. EAMS Project Team members and end-users that shall perform User Acceptance Testing of EAMS and validate that Data Migration occurs as Required.
- h. Access to the SFMTA Instances of the Infor EAM product licensed by SFMTA.

- i. Work space for Contractor staff providing Work on the EAMS Project during Work Day hours.
- j. Training facilities for instructor-led training.
- k. Connectivity to the SFMTA network for access required to complete EAMS Project Work.
- l. Connectivity to the SFMTA network for end-user Infor EAM Mobile Device access.
- m. A technical Infrastructure for development, testing and Implementation of software interfaces.
- n. Meeting room facilities as available through conference room scheduling using Microsoft Outlook.
- o. Manual entry of data into the Infor EAM software to provide data in the event it is not possible or feasible to populate the data through automated means.
- p. Review and feedback of Contractor Deliverables identified in this Appendix A within 10 Work Days of issuance to the Project Manager, or as specified in the Project Implementation Plan.
- q. Access to SFMTA Business Unit users of the EAMS as can be reasonably scheduled in accordance with their work priorities to meet the Project Schedule.
- r. Access to technical and process documentation associated with current SFMTA Asset Management systems.
- s. Access to an ESRI ArcGIS server version 10.2 or higher configured with the standard SFMTA base map and Asset layers required by Business Units.
- t. Project Manager coordination with City Departments to obtain permissions required to access systems interfacing with Infor EAM.
- u. Project Manager communication and facilitation with Business Unit management to obtain User Acceptance of Deliverables and Business Engagement Implementations.
- v. Business Units shall be responsible for review and refinement of Business Unit manual processes and data related to Asset Management.
- w. SFMTA shall provide reasonable support for Contractor Deliverables but will not be responsible for the completion of Contractor Work.
- x. Software not specifically identified in this Agreement will be the responsibility of SFMTA to provide.
- y. Any changes/modifications required to Infrastructure for SFMTA hosted application or interfaces is the responsibility of SFMTA.

Appendix B
Calculation of Charges

Contractor shall perform the services described in this Agreement and any ancillary administrative tasks necessary to perform said services in exchange for the payment of an all-inclusive Fixed Price Fee by the City, to be paid in portions upon completion of each deliverable as specified in the following Schedule of Values section.

Said Fee shall not exceed \$5,892,772.00 during the first two years of the term of this Agreement for Task 1 (Phase One and Phase Two), and Task 2 services.

Said Fee shall not exceed \$2,605,340.00 for the optional third year of the term of this Agreement if SFMTA decides to execute Task 1 Phase Three services.

Fees for Infor ION Licensing, implementation and training shall not exceed \$395,800.00.

The total cost of this contract shall not exceed \$8,893,912.00.

10% of the fee for services invoiced shall be withheld. Half of that amount shall be released when 50% of the contract not to exceed amount(s) are achieved, and half again at completion of the contract.

Contractor shall submit to the City an invoice for the Fixed Fee services and travel completed and rendered by Contractor in the immediately preceding month. The City will not prepay for services.

a. Schedule of Values

4.4 Task 1 Milestones & Deliverables

a. Phase One Milestone 1 – Project Initiation

Deliverable		Fixed Fee
P1.M1.D1	Establish PMO	\$ 46,220
P1.M1.D2	Kick-off Meeting	\$ 9,680
P1.M1.D3	Project Schedule	\$ 34,000
P1.M1.D4	Needs Assessment	\$ 62,400
P1.M1.D5	POC Objectives	\$ 10,000
P1.M1.D6	Project Team Training	\$ 33,160

Total Milestone Cost: **\$195,460**

b. Phase One Milestone 2 – Proof of Concept

Deliverable	Fixed Fee
1.	Business Engagement - Underground Storage Tanks
	Total: \$299,588
P1.M2.D1	Initiation \$ 11,040
P1.M2.D2	Discovery Work Products \$ 55,298
P1.M2.D3	Prototype & Build \$ 82,275
P1.M2.D4	Implementation \$ 53,325
P1.M2.D5	Post-implementation Support \$ 26,250
P1.M2.D6	Interfaces \$ 71,400
2.	Business Engagement - Buildings & Grounds
	Total: \$299,588
P1.M2.D1	Initiation \$ 11,040
P1.M2.D2	Discovery Work Products \$ 55,298
P1.M2.D3	Prototype & Build \$ 82,275
P1.M2.D4	Implementation \$ 53,325
P1.M2.D5	Post-implementation Support \$ 26,250
P1.M2.D6	Interfaces \$ 71,400
3.	Business Engagement - Custodial Unit
	Total: \$299,588
P1.M2.D1	Initiation \$ 11,040
P1.M2.D2	Discovery Work Products \$ 55,298
P1.M2.D3	Prototype & Build \$ 82,275
P1.M2.D4	Implementation \$ 53,325
P1.M2.D5	Post-implementation Support \$ 26,250
P1.M2.D6	Interfaces \$ 71,400
Total Milestone Cost: <u>\$898,764</u>	

4.4 Task 1 Milestones & Deliverables (continued)

c. Phase One Milestone 3 – Proof of Concept

Deliverable		Fixed Fee
	Business Engagement – Materials Management	Total: \$299,588
P1.M3.D1	Initiation	\$ 11,040
P1.M3.D2	Discovery Work Products	\$ 55,298
P1.M3.D3	Prototype & Build	\$ 82,275
P1.M3.D4	Implementation	\$ 53,325
P1.M3.D5	Post-implementation Support	\$ 26,250
P1.M3.D6	Interfaces	\$ 71,400
Total Milestone Cost:		<u>\$299,588</u>

d. Phase One Milestone 4 – Business Engagements

Deliverable		Fixed Fee
1.a	Business Engagement – MOW Overhead Lines	Total: \$177,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 33,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
1.b	Business Engagement – MOW Track Maintenance	Total: \$177,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 33,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
1.c	Business Engagement – MOW Motive Power	Total: \$177,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 33,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800

d. Phase One Milestone 4 – Business Engagements (continued)

Deliverable		Fixed Fee
1.d	Business Engagement – MOW Cable Car Machinery	Total: \$177,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 33,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
1.e	Business Engagement – MOW Digital Systems Shop	Total: \$175,660
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 33,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 43,120
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
1.f	Business Engagement – MOW Electronics Shop	Total: \$162,540
P1.M4.D1	Initiation	\$ 4,100
P1.M4.D2	Discovery Work Products	\$ 33,700
P1.M4.D3	Prototype & Build	\$ 34,280
P1.M4.D4	Implementation	\$ 33,460
P1.M4.D5	Post-implementation Support	\$ 13,380
P1.M4.D6	Interfaces	\$ 43,620
1.g	Business Engagement – MOW Video Shop	Total: \$149,880
P1.M4.D1	Initiation	\$ 4,100
P1.M4.D2	Discovery Work Products	\$ 22,340
P1.M4.D3	Prototype & Build	\$ 32,980
P1.M4.D4	Implementation	\$ 33,460
P1.M4.D5	Post-implementation Support	\$ 13,380
P1.M4.D6	Interfaces	\$ 43,620

d. Phase One Milestone 4 – Business Engagements (continued)

Deliverable		Fixed Fee
1.h	Business Engagement – MOW Signal Shop	Total: \$149,880
P1.M4.D1	Initiation	\$ 4,100
P1.M4.D2	Discovery Work Products	\$ 22,340
P1.M4.D3	Prototype & Build	\$ 32,980
P1.M4.D4	Implementation	\$ 33,460
P1.M4.D5	Post-implementation Support	\$ 13,380
P1.M4.D6	Interfaces	\$ 43,620
2.a	Business Engagement – Contracts & Procurement - Purchasing	Total: \$169,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 25,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
3.a	Business Engagement – Finance & Technology – Accounts Payable/Accounts Receivable	Total: \$169,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 25,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
3.b	Business Engagement – Finance & Technology – Capital Finance	Total: \$169,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 25,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800

d. Phase One Milestone 4 – Business Engagements (continued)

Deliverable	Fixed Fee	
4.a	Business Engagement – Sustainable Streets – Strategic Planning	Total: \$169,140
P1.M4.D1	Initiation	\$ 6,340
P1.M4.D2	Discovery Work Products	\$ 25,100
P1.M4.D3	Prototype & Build	\$ 38,100
P1.M4.D4	Implementation	\$ 44,600
P1.M4.D5	Post-implementation Support	\$ 26,200
P1.M4.D6	Interfaces	\$ 28,800
Total Milestone Cost:		<u>\$2,023,080</u>

	Phase One Travel Allocation	\$ 300,000
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e. Phase Two Milestone 1 – Business Engagements

Deliverable	Fixed Fee	
1.a	Business Engagement – SSD Meter Shop	Total: \$154,340
P2.M1.D1	Initiation	\$ 4,100
P2.M1.D2	Discovery Work Products	\$ 24,020
P2.M1.D3	Prototype & Build	\$ 34,280
P2.M1.D4	Implementation	\$ 33,460
P2.M1.D5	Post-implementation Support	\$ 14,860
P2.M1.D6	Interfaces	\$ 43,620
1.b	Business Engagement – SSD Sign Shop	Total: \$154,340
P2.M1.D1	Initiation	\$ 4,100
P2.M1.D2	Discovery Work Products	\$ 24,020
P2.M1.D3	Prototype & Build	\$ 34,280
P2.M1.D4	Implementation	\$ 33,460
P2.M1.D5	Post-implementation Support	\$ 14,860
P2.M1.D6	Interfaces	\$ 43,620

e. Phase Two Milestone 1 – Business Engagements (continued)

Deliverable		Fixed Fee
1.c	Business Engagement – SSD Paint Shop	Total: \$154,340
P2.M1.D1	Initiation	\$ 4,100
P2.M1.D2	Discovery Work Products	\$ 24,020
P2.M1.D3	Prototype & Build	\$ 34,280
P2.M1.D4	Implementation	\$ 33,460
P2.M1.D5	Post-implementation Support	\$ 14,860
P2.M1.D6	Interfaces	\$ 43,620
1.d	Business Engagement – SSD Bicycle Planning	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
1.e	Business Engagement – SSD Pedestrian Facility Planning	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
2.a	Business Engagement – Traffic Signal Shop	Total: \$154,340
P2.M1.D1	Initiation	\$ 4,100
P2.M1.D2	Discovery Work Products	\$ 24,020
P2.M1.D3	Prototype & Build	\$ 34,280
P2.M1.D4	Implementation	\$ 33,460
P2.M1.D5	Post-implementation Support	\$ 14,860
P2.M1.D6	Interfaces	\$ 43,620

e. Phase Two Milestone 1 – Business Engagements (continued)

Deliverable		Fixed Fee
2.b	Business Engagement – Construction Route	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
2.c	Business Engagement – Traffic Management	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
2.d	Business Engagement – SFGO & Transit Engineering	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
2.e	Business Engagement – Special Projects	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800

e. Phase Two Milestone 1 – Business Engagements (continued)

Deliverable	Fixed Fee	
3.	Business Engagement – Off-Street Parking	Total: \$154,340
P2.M1.D1	Initiation	\$ 4,100
P2.M1.D2	Discovery Work Products	\$ 24,020
P2.M1.D3	Prototype & Build	\$ 34,280
P2.M1.D4	Implementation	\$ 33,460
P2.M1.D5	Post-implementation Support	\$ 14,860
P2.M1.D6	Interfaces	\$ 43,620
4.	Business Engagement – FIT Real Estate	Total: \$169,140
P2.M1.D1	Initiation	\$ 6,340
P2.M1.D2	Discovery Work Products	\$ 25,100
P2.M1.D3	Prototype & Build	\$ 38,100
P2.M1.D4	Implementation	\$ 44,600
P2.M1.D5	Post-implementation Support	\$ 26,200
P2.M1.D6	Interfaces	\$ 28,800
Total Milestone Cost: \$1,955,680		
	Phase Two Travel Allocation	\$ 200,000

f. Phase Three Milestone 1 – Business Engagements

Deliverable		Fixed Fee
1.a	Business Engagement – Transit – Cable Car Maintenance	Total: \$186,220
P3.M1.D1	Initiation	\$ 8,020
P3.M1.D2	Discovery Work Products	\$ 36,000
P3.M1.D3	Prototype & Build	\$ 48,000
P3.M1.D4	Implementation	\$ 38,000
P3.M1.D5	Post-implementation Support	\$ 26,200
P3.M1.D6	Interfaces	\$ 30,000
1.b	Business Engagement – Transit – Geneva Yard	Total: \$111,440
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 21,200
P3.M1.D3	Prototype & Build	\$ 22,700
P3.M1.D4	Implementation	\$ 32,000
P3.M1.D5	Post-implementation Support	\$ 12,000
P3.M1.D6	Interfaces	\$ 20,000
1.c	Business Engagement – Transit – Historic Rail	Total: \$111,440
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 21,200
P3.M1.D3	Prototype & Build	\$ 22,700
P3.M1.D4	Implementation	\$ 32,000
P3.M1.D5	Post-implementation Support	\$ 12,000
P3.M1.D6	Interfaces	\$ 20,000
1.d	Business Engagement – Transit – Green Heavy Duty	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000

f. Phase Three Milestone 1 – Business Engagements (continued)

Deliverable	Fixed Fee	
1.e	Business Engagement – Transit – Green LRV	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000
1.f	Business Engagement – Transit – Metro East LRV	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000
1.g	Business Engagement – Transit – Presidio Trolley	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000
1.h	Business Engagement – Transit – Flynn Motorcoach	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000

f. Phase Three Milestone 1 – Business Engagements (continued)

Deliverable		Fixed Fee
1.i	Business Engagement – Transit – Woods Motorcoach	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000
1.j	Business Engagement – Transit – Kirkland Motorcoach	Total: \$107,840
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 21,200
P3.M1.D3	Prototype & Build	\$ 22,700
P3.M1.D4	Implementation	\$ 36,600
P3.M1.D5	Post-implementation Support	\$ 12,800
P3.M1.D6	Interfaces	\$ 11,000
1.k	Business Engagement – Transit – Islais Creek Motorcoach	Total: \$87,980
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 18,040
P3.M1.D3	Prototype & Build	\$ 16,560
P3.M1.D4	Implementation	\$ 28,840
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 11,000
2.a	Business Engagement – Non- revenue Vehicles Scott Division	Total: \$112,560
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 21,200
P3.M1.D3	Prototype & Build	\$ 22,700
P3.M1.D4	Implementation	\$ 36,620
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 18,500

f. Phase Three Milestone 1 – Business Engagements (continued)

Deliverable		Fixed Fee
3.a	Business Engagement – Cleaning - Trolley	Total: \$117,120
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 17,840
P3.M1.D3	Prototype & Build	\$ 35,120
P3.M1.D4	Implementation	\$ 36,620
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 14,000
3.b	Business Engagement – Cleaning – Motor Coach	Total: \$117,120
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 17,840
P3.M1.D3	Prototype & Build	\$ 35,120
P3.M1.D4	Implementation	\$ 36,620
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 14,000
3.c	Business Engagement – Cleaning - Rail	Total: \$117,120
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 17,840
P3.M1.D3	Prototype & Build	\$ 35,120
P3.M1.D4	Implementation	\$ 36,620
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 14,000
3.d	Business Engagement – Cleaning – Body & Paint	Total: \$117,120
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 17,840
P3.M1.D3	Prototype & Build	\$ 35,120
P3.M1.D4	Implementation	\$ 36,620
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 14,000

f. Phase Three Milestone 1 – Business Engagements (continued)

Deliverable	Fixed Fee	
4.a	Business Engagement – Director – Information Services	Total: \$114,400
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 15,440
P3.M1.D3	Prototype & Build	\$ 26,960
P3.M1.D4	Implementation	\$ 39,960
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 18,500
4.b	Business Engagement – Director – Central Subway	Total: \$114,400
P3.M1.D1	Initiation	\$ 3,540
P3.M1.D2	Discovery Work Products	\$ 15,440
P3.M1.D3	Prototype & Build	\$ 26,960
P3.M1.D4	Implementation	\$ 39,960
P3.M1.D5	Post-implementation Support	\$ 10,000
P3.M1.D6	Interfaces	\$ 18,500
5.a.1	Business Engagement – Other - One	Total: \$129,460
P1.M4.D1	Initiation	\$ 5,220
P1.M4.D2	Discovery Work Products	\$ 22,500
P1.M4.D3	Prototype & Build	\$ 35,120
P1.M4.D4	Implementation	\$ 36,620
P1.M4.D5	Post-implementation Support	\$ 10,000
P1.M4.D6	Interfaces	\$ 20,000
5.a.2	Business Engagement – Other Two	Total: \$116,620
P1.M4.D1	Initiation	\$ 3,540
P1.M4.D2	Discovery Work Products	\$ 17,840
P1.M4.D3	Prototype & Build	\$ 35,120
P1.M4.D4	Implementation	\$ 36,620
P1.M4.D5	Post-implementation Support	\$ 10,000
P1.M4.D6	Interfaces	\$ 13,500
5.a.3	Business Engagement – Other Three	Total: \$116,620
P1.M4.D1	Initiation	\$ 3,540
P1.M4.D2	Discovery Work Products	\$ 17,840
P1.M4.D3	Prototype & Build	\$ 35,120
P1.M4.D4	Implementation	\$ 36,620
P1.M4.D5	Post-implementation Support	\$ 10,000

P1.M4.D6	Interfaces	\$ 13,500
Total Milestone Cost:		
<u>\$2,305,340</u>		
	Phase Three Travel Allocation	\$ 300,000

4.5 Task 2 Milestones & Deliverables

Task 2 deliverables will be out of box templates for each of the following services

a. Task 2 Milestone 1

Deliverable		Fixed Fee
T2.M1.D1	Project Implementation Plan	Total: \$3,720

b. Task 2 Milestone 2

Deliverable		Fixed Fee
T2.M2.D1	QA Plan	Total: \$2,700
T2.M2.D2	Training Management Plan	Total: \$2,600
T2.M2.D3	Risk Management Plan	Total: \$2,980

c. Task 2 Milestone 3

Deliverable		Fixed Fee
T2.M3.D1	25 Year EAMS Sustainability Plan	Total: \$8,200

Infor ION Licensing, Training & Implementation

Deliverable		Fixed Fee
	Licensing	Total: \$98,600 per year for 3 years.
	Training	Total Allowance: \$15,000
	Implementation:	Total Allowance: \$85,000

Appendix C
FTA Requirements for Personal Services Contracts

FTA REQUIREMENTS FOR PERSONAL SERVICES CONTRACTS

DEFINITIONS

Approved Project Budget means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.

Contractor means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.

Cooperative Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.

Federal Transit Administration (FTA) is an operating administration of the U.S. DOT.

FTA Directive includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.

Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.

Government means the United States of America and any executive department or agency thereof.

Project means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.

Recipient means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.

Secretary means the U.S. DOT Secretary, including his or her duly authorized designee.

Third Party Contract means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

Third Party Subcontract means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

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U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.

FEDERAL CHANGES

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

ACCESS TO RECORDS

The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CIVIL RIGHTS

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §

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6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DBE/SBE ASSURANCES

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

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

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PATENT RIGHTS (*applicable to contracts for experimental, research, or development projects financed by FTA*)

General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

RIGHTS IN DATA AND COPYRIGHTS (Applicable to contracts for planning, research, or development financed by FTA)

Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of this Agreement.

Publication of Data. Except for its own internal use in conjunction with the Agreement, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

Federal License. In accordance with 49 CFR §§ 18.34 and 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, "for Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

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Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

Any rights of copyright purchased by City or Contractor using Federal assistance in whole or in part provided by FTA.

FTA Intention. When FTA awards Federal assistance for a experimental, research or developmental work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in the work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, research, or developmental work required by the underlying Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, research, or developmental work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined in Subsection a. above and shall be delivered as the Federal Government may direct. This subsection does not apply to adaptations of automatic data processing equipment or programs for the City's use the costs of which are financed with Federal transportation funds for capital projects.

Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Application to Data Incorporated into Work. The requirements of Subsections (2), (3) and (4) of this Section do not apply to data developed by the City or Contractor and incorporated into the Work carried out under this Agreement, provided that the City or Contractor identifies the data in writing at the time of delivery of the Work.

Application to Subcontractors. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

Provision of Rights to Government. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions

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Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR Part 401.

Flow Down. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

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

Overtime requirements - No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to Work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

Withholding for unpaid wages and liquidated damages - The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

ENERGY CONSERVATION REQUIREMENTS

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

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

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et

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

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

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

Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

PRIVACY

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

DRUG AND ALCOHOL TESTING

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

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

See Agreement Terms and Conditions.

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

See Agreement Terms and Conditions.

FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

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

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

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

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

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

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TEXTING WHILE DRIVING; DISTRACTED DRIVING

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

SEAT BELT USE

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