

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: System Safety

BRIEF DESCRIPTION:

Approving Amendment #3 to Contract No. SFMTA 2016/29 Safety Management Software and Configuration Services Contract with Intelx Technologies, Inc. for additional software development, configuration and integration services to implement an SFMTA Safety Management Database System to increase the contract amount by \$252,731 for a total contract amount not to exceed \$1,991,730 and no additional time.

SUMMARY:



- The SFMTA currently uses a TransitSafe Safety Management Database to track training, corrective actions, incidents, audits, and generate regulatory reports.
- On January 1, 2016, the SFMTA Board approved Contract No. SFMTA 2016/29, Safety Management Software and Configuration Services with Intelx Technologies, for an amount not to exceed \$1,391,199 and a term of five years for final design and implementation of the Safety Management Database System (SMDS), and software support and maintenance services.
- The existing database does not enable the SFMTA to effectively manage all safety incidents and the system lacks quick and comprehensive views of incidents

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment #3 to Contract SFMTA 2016/29

APPROVALS:

DATE

DIRECTOR		6/11/2018
SECRETARY		6/11/2018

ASSIGNED SFMTAB CALENDAR DATE: June 19, 2018

PURPOSE

Approving Amendment #3 to Contract No. SFMTA 2016/29 Safety Management Software and Configuration Services Contract with Intellex Technologies, Inc. for additional software development, configuration and integration services to implement an SFMTA Safety Management Database System to increase the contract amount by \$252,731 for a total contract amount not to exceed \$1,991,730 and no additional time.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

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

- Goal 1: Create a safer transportation experience for everyone
Objective 1.3: Improve the safety of the transportation system

The SFMTA will further the following Transit First Policy Principle through execution of the contract amendment:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

DESCRIPTION

The SFMTA currently uses a TransitSafe Safety Management Database implemented in 2005 to track training, corrective actions, incidents, audits, and generate regulatory reports for various divisions within the SFMTA including System Safety, Transit Division, Human Resources (HR) Operations Training and Maintenance Training divisions. The existing database does not enable the SFMTA to effectively manage all safety incidents because information is not timely entered into the database, not all incidents are reported or entered into the database, and the analytical tools used to assess root causes and corrective actions are limited. The system also lacks quick and comprehensive views of incidents for safety professionals and management to assess safety issues in real-time. In addition, the current version of TransitSafe is no longer supported by the vendor.

Because of these identified issues, the SFMTA sought to replace the existing database with a comprehensive safety management software and database that will track multiple functions under one system, with an emphasis on eliminating paper reports and using electronic data entry forms.

On December 30, 2014, the SFMTA entered into Contract No. SFMTA 2011/12-31, Safety Management Software and Configuration Services, for Phase 1 to perform a needs assessment and provide preliminary consulting services to implement an agency-wide Safety Management Database System (SMDS), for an amount not to exceed \$106,515 and for a term of three-months ending March 21, 2015.

On January 1, 2016, the SFMTA Board approved Contract No. SFMTA 2016/29 Safety Management Software and Configuration Services (SFMTA Board Resolution No. 15-166) with Intalex Technologies, Inc. (Contractor), for Phase 2, for a contract amount not to exceed \$1,391,199, for configuration and implementation of the Intalex database, which also included a contract extension of five-years for software support and maintenance for a term ending December 31, 2021.

On October 1, 2016, the Director of Transportation under his contract delegation authority approved Contract Amendment #1 to increase the contract amount by \$42,531 to provide additional professional services for design and software modifications, additional training and system testing.

On May 14, 2018, the Director of Transportation approved Contract Amendment #2 under his contract delegation authority to increase the contract amount by \$305,269 for additional system integration and enhancements to various modules of software to improve user experience, update business requirements, and to support changes in the business work flow.

Recent business process changes now require additional software enhancements to fully utilize the new database. Also, the current Intalex Software is out of compliance with California law for electronic signatures on the Incident Management forms and the system does not currently track data elements that are required for reporting for the Federal Transit Administration (FTA) for the National Transit Database (NTD). Amendment #3 will address the following issues:

1. DocuSign Integration. The current Intalex e-signature feature does not meet California's legal regulatory requirements. DocuSign integration will bring the application up to the required standard.
2. Verification of Transit Training (VTT). The California Department of Motor Vehicles and Department of Education regulations require detailed record keeping of each transit operator's continuing education. Enhancement to the Intalex Training Management module to support the VTT record keeping process will provide SFMTA the capability to effectively manage the VTT training program.
3. Incident Management Forms. Changes to the Incident Management module designed to track transit incidents and collisions within the Intalex database are driven by reporting criteria mandated by the Federal Transit Administration (FTA) for the National Transit Database (NTD). Moreover, Incident Management must be integrated with the recently completed Transit radio system, necessitating many of the proposed changes.
4. Audit Module Redesign. After initial release of the Audit module which tracks internal safety audits within the agency, the work-flow process employed by SFMTA Internal Safety Audits (ISA) program needed considerable updating to improve its effectiveness and render it more user friendly.

STAKEHOLDER ENGAGEMENT

No outreach was done for this amendment.

ALTERNATIVES CONSIDERED

The SFMTA Board of Directors could choose not to amend the Contract, but that would mean that the current implementation of the Intalex system would be out of compliance with California law for electronic signatures on the Incident Management forms and would not meet recent regulatory changes because the system does not currently track data elements that are required for reporting for the Federal Transit Administration (FTA) for the National Transit Database.

FUNDING IMPACT

Total funding of \$1,991,730 for the project comes from the System Safety Division's FY19 and FY20 operating budgets.

Fiscal Year	Operating Budget \$
2016	\$774,139
2017	\$154,265
2018	\$754,796
2019	\$154,265
2020	\$154,265
Total	\$1,991,730

The cost in FY 2016 included initial software design, configuration and implementation of the entire system. The cost in FY 2018 was also higher due to the software enhancements that are needed for additional design and system integration changes to the system.

ENVIRONMENTAL REVIEW

On April 12, 2018 the SFMTA, under authority delegated by the Planning Department, determined that the proposed amendment of Contract No. SFMTA 2016/29 is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

The Planning Department's concurrence is on file with the Secretary to the SFMTA Board of Directors.

Page 5.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No additional approvals are required.

The City Attorney has reviewed this calendar item.

RECOMMENDATION

Approving Amendment #3 to Contract No. SFMTA 2016/29 Safety Management Software and Configuration Services Contract with Intelx Technologies, Inc. for additional software development, configuration and integration services to implement an SFMTA Safety Management Database System to increase the contract amount by \$252,731 for a total contract amount not to exceed \$1,991,730 and no additional time.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On January 1, 2016, the SFMTA Board approved Safety Management Software and Configuration Services Contract No. SFMTA 2016/29 (SFMTA Board Resolution No. 15-166) with Intelx Technologies, Inc. (Contract) to configure and implement a Safety Management Database System (SMDS) and provide five years of software support and maintenance, for a contract amount not to exceed \$1,391,199; and,

WHEREAS, On October 1, 2016, the Director of Transportation approved Amendment #1 to the Contract to increase the contract amount by \$42,531 for additional system design and software modifications, training, and system testing; and,

WHEREAS, On May 14, 2018, the Director of Transportation approved Amendment #2 to increase the contract amount by \$305,269 for additional system integration and system functions to improve user experience, update business requirements, and to support changes in the business work flow; and,

WHEREAS, Amendment # 3 will amend Intelx's scope of services to include additional software enhancements and system integration implementation to further support new business processes and to comply with recent regulatory changes; and,

WHEREAS, On April 12, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the proposed amendment of Contract No. SFMTA 2016/29 is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and, therefore be it

RESOLVED, That the SFMTA Board of Directors approves Amendment #3 to Contract No. SFMTA 2016/29, Safety Management Software and Configuration Services Contract with Intelx Technologies, Inc. for additional software development, configuration and integration services to implement an SFMTA Safety Management Database System to increase the contract amount by \$252,731 for a total contract amount not to exceed \$1,991,730 and no additional time.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 19, 2018.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

Safety Management Software and Configuration Services

Third Amendment to Contract No. SFMTA-2016/29

THIS THIRD AMENDMENT TO CONTRACT (“Third Amendment”), dated for convenience as May 25, 2018, amends the **Safety Management Software and Configuration Services**, SFMTA Contract No. **SFTMA-2016/29** (Contract) by and between Intelx Technologies Inc., 70 University Avenue, Suite 800, Toronto, ON M5J2M4, Canada (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

THE CONTRACT IS MODIFIED AS FOLLOWS:

1. Services.

The services Contractor shall perform and software that Contractor shall furnish under the Contract, as stated in Appendix A to the Contract and as previously modified by the Second Amendment to the Contract, dated May 14, 2018, are further modified as described in the attached “Change Order,” Appendix A to this Third Amendment, and incorporate by reference. Contractor shall perform the additional and modified services described in the attached Change Order.

2. Modifications to the Contract

2a Section 9 (Compensation)

In consideration of Contractor’s performance of the additional and modified services described in the attached Change Order, the City shall pay Contractor an amount not to exceed **\$252,731** for an amended total Contract Amount of **\$1,991,730**. Accordingly, Section 9 (Compensation) of the Contract is replaced in its entirety and read as follows:

9. Compensation. Compensation for Phase II work and software maintenance and support shall be made as provided in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall the amount of this Contract exceed One million, nine hundred and ninety-one thousand and seven hundred and thirty dollars (\$1,991,730). No charges shall be incurred under this Contract nor shall any payment become due to Contractor until Work under Milestones, required under this Contract are received from Contractor and approved by SFMTA in accordance with this Contract. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligations provided for under this Contract, provided that withheld payment is equitable or proportionate to

Contractor's failed obligation. In no event shall City be liable for interest or late charges for any late payments.

3. Effective Date. Each of the modifications set forth in Sections 2, above, shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

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

CITY	CONTRACTOR
<p data-bbox="155 726 618 793">San Francisco Municipal Transportation Agency</p> <hr data-bbox="155 898 730 903"/> <p data-bbox="155 909 493 976">Edward D. Reiskin Director of Transportation</p> <p data-bbox="155 1020 354 1052">Authorized By:</p> <p data-bbox="155 1083 711 1150">Municipal Transportation Agency Board of Directors</p> <p data-bbox="155 1194 730 1226">Resolution No: _____</p> <p data-bbox="155 1260 730 1291">Adopted: _____</p> <p data-bbox="155 1325 730 1392">Attest: _____ Roberta Boomer, Secretary</p> <p data-bbox="155 1436 435 1467">Approved as to Form:</p> <p data-bbox="155 1499 380 1566">Dennis J. Herrera City Attorney</p> <p data-bbox="155 1598 704 1698">By: _____ Robert K. Stone Deputy City Attorney</p> <p data-bbox="212 1730 545 1751">n:\ptc\as2018\1000426\01279410.docx</p>	<p data-bbox="781 726 1122 758">Intelx Technologies Inc.</p> <hr data-bbox="781 898 1372 903"/> <p data-bbox="781 947 1203 1014">70 University Avenue, Suite 800 Toronto, Canada</p> <p data-bbox="781 1058 1138 1089">City vendor number: 18262</p>

APPENDIX A

Change Order Reference Number: Amendment 003

This Change Order modifies the Statement of Work to “*Contract between the City and County of San Francisco and Intelx Technologies Inc. for Safety Management Software and Configuration Services,*” SFMTA Contract No. SFMTA-2016/29, dated November 13, 2015 (Contract), and is subject to the terms and conditions of the Contract.

Client: SFMTA	Client Project Manager: Cindy Nguyen
Project Name: Safety Management Project	Intelx Project Manager: Rebecca Matteliano
Project Phase: Deploy	Date Requested: 3/23/2018
Client Request: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Type of Change Requested:	Priority:
<input type="checkbox"/> Design Change	<input type="checkbox"/> Low
<input checked="" type="checkbox"/> Configuration Change	<input type="checkbox"/> Medium
<input type="checkbox"/> Customization	<input checked="" type="checkbox"/> High
<input type="checkbox"/> Other _____	

Summary of Section Changes

Section	Changed	Unchanged
Appendix A – Services to be provided by the Contractor		
I. Overview of Contractor’s Software Application and Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
II. Intelx Database System Features	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. Intelx System Configuration and Functionality	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IV. Configuration Preparation Tasks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
V. Intelx System Incident Reporting Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VI. Testing of the Fully Configured Intelx System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VII. Acceptance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VIII. Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IX. Go-Live	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X. Phase II Services Project Close-Out	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
XII. Consulting Hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
XIII. Staffing Requirements and Responsibilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIV. Governance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XV. On-Going Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XVI. Service Level Contract (SLA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XVII. Change Orders and Termination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Appendix B: Calculation of Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Summary of Requested Change

The Contractor shall perform the following additional scope of work for software enhancements and system integration implementation:

1. The Contractor will include additional configuration and support for the SFMTA middleware DocuSign Integration as per section XIX of this document.
2. The Contractor will update the security in the Incident Management, Hazards, and Non-Conformance Applications as per section XVIII of this document.
3. The Contractor will include a one (1) week onsite for training and formal User Acceptance Testing support for two (2) contractor personnel (software consultant and project manager) for five (5) consecutive business days at SFMTA’s preferred location
4. The Contractor will create two (2) new forms (controller forms) for the Incident Management Application. These forms will be sent into Intelex via API by SFMTA OrbCAD.
5. SFMTA and the Contractor agree to include the funding for "Additional Configuration effort following the Design Workshop (Part 2)" in the amount of \$132,099 to support the configuration effort that will be determined at the Design Workshop as part of Amendment II. The applications that will be discussed and scoped at the onsite include:
 - a. Incident Management: Creation of the Controller Forms
 - b. Incident Management: Changes to all incident forms based on feedback from SME’s (Operator, Inspections, Station Agent, Security, Miscellaneous, Non-Revenue, Blind Claims, MTSI)
 - c. Audits Management: Re-design of the application
 - d. Training Management: VTT and Rail Refresher Tracking

The full scope of the effort for the list above will be determined in a separate Amendment after the Design Workshop is complete.

Description of Change

Appendix A

Services to be Provided by Contractor

XII. Consulting Hours

Include the following Additional Work to be performed:

2. Design Stage

- A. Add twelve (12) hours of consulting support services online during the overview of the Design Workbook.
- B. Total Design Stage consulting hours will increase from forty (40) hours to fifty-two (52) hours.
- B. The scope of work and deliverables for the “Additional configuration effort following the Design Workshop (Part 1),” and “Additional configuration effort following the Design

Workshop (Part 2),” as provided under Exhibit A to this Contract, will be defined in a new amendment to be agreed to by Contractor and SFMTA. Should the cost of the Services following the Design Workshop exceed \$285,397, additional amendment to the Contract would be required

3. Configuration Stage

- A. Add thirty-two (32) hours of consulting support services to assist SFMTA with third-party interface connections for the DocuSign Integration and Creation of the Controller Forms
- B. Total Configuration Stage consulting hours will increase from sixty-four (64) hours to ninety-six (96) hours.

4. Testing Stage

- A. Add eight (8) hours of consulting support services to assist SFMTA with System Integration Testing for the DocuSign Integration.
- B. Add twenty-four (24) hours of consulting services over a period of two (2) weeks to answer questions from SFMTA regarding User Acceptance Testing (UAT) of the DocuSign Integration and Creation of the Controller Forms
- C. Add twelve (12) hours of consulting services to configure net new application modification identified during Client Testing and to address SFMTA general support questions.
- D. Total Testing Stage will increase from one hundred and ninety-two (192) hours to two hundred and thirty-six (236) hours.

5. Deployment Stage

- A. Add twenty-eight (28) hours of consulting services for Go-Live Support.
- B. Add twenty-four (24) hours of consulting services for Post Go-Live Support (first 14 days after Go-Live).
- C. Total Go-Live Support will increase from eighty-four (84) hours to one hundred and twelve hours (112).
- D. Total Post Go-Live Support will increase from one hundred and eighty (180) hours to two hundred and four (204) hours.

Include a new section in the contract for “Security Update for Incidents, Hazards, and Non-conformance”:

XVIII. Security Update for Incidents, Hazards, and Non-conformance

In consultation with the SFMTA, the Contractor shall design and implement updates to the Security for the Incident Management, Hazards, and Non-conformance applications.

The Contractor shall perform the following activities:

1. Meet with the SFMTA to gather updated requirements for Security Configuration. (The Design and requirements gathering has already been completed as part of the estimation process done prior to the drafting of Amendment III. SFMTA and the contractor will meet to review the agreed upon design.)
2. Update the design workbooks based on the requirements gathered from the SFMTA.

3. Request confirmation from the SFMTA that the requirements are correct.
4. Update the configuration based on the workbooks that the SFMTA has approved.

Key and Task Related Assumptions:

1. SFMTA will review and approve (if acceptable) the design workbook before Intellex proceeds with configuration.
2. The compensation stated below for the additional and modified services described in this section are based on the information available to Intellex at the time of this document's execution. The details listed above outline the configuration for the security updates for the Incidents, Hazards and Non-Conformance applications. Contractor's performance of any additional configuration, data migration, interfaces to third party systems, report building, or any other additional work not described in in this Third Amendment is deemed to be out of scope and if required by SFMTA, will require provision of additional compensation negotiated and memorialized in further amendment to the Contract. .

Include a new section in the contract for "DocuSign Integration":

XIX. DocuSign Integration

The Contractor shall configure the System to include an integration with SFMTA middleware for DocuSign (electronic signature technology). The middleware will be configured by SFMTA. The Contractor shall configure the System to include the following:

1. Up to five (5) simple field changes (**Simple Field Change:** Adding a new field of changing an existing field that does not have any dependencies.)
2. Up to thirteen (13) workflow changes:
 - Up to two (2) new stages for the Operator Form, no notifications
 - Up to two (2) new stages for the Transit Inspector Form, no notifications
 - Up to two (2) new stages for the Station Agent Report, no notifications
 - Up to two (2) new stages for the Security Incident Report, no notifications
 - Up to one (1) new stage for the Miscellaneous Incident Report, no notifications
 - Up to one (1) new stage for the MTSI Report, no notifications
 - Up to three (3) new stages for the Non-revenue Vehicle Incident Report, no notifications

Refer to "**Attachment B: DocuSign Integration Visio Diagram**" for additional details on the workflow changes included.

Key and Task Related Assumptions:

1. SFMTA will be responsible for the development of the middleware for the DocuSign integration.
2. SFMTA will be responsible for executing integration using the Intellex API(s) with phone/email support from Intellex.

3. SFMTA will be responsible for building the underlying API functionality for the workflow actions built for API to automatically trigger. The underlying trigger logic will be developed by SFMTA.
4. There are no notifications required for the workflows.
5. Mobile configuration is not in scope for this project.
6. Configuration of the Intelex Software will not commence until the Specifications Documentation is mutually agreed to by both parties.
7. All modifications will be done in one (1) language, English. Translations is not in scope for this project.
8. Development of reports or dashboards not documented under section “V. Intelex System Incident Reporting Requirements” by Intelex is not in scope of this project.
9. Historical data imports are not in scope.
10. Customization of the Intelex Software or API, involving code level changes are not in scope.
11. The compensation stated below for the additional and modified services described in this section are based on the information available to Intelex at the time of this document’s execution. The details listed above outline the configuration of the DocuSign Integration. Any additional configuration, data migration, interfaces to third party systems, report building, or any other item not listed as in scope will require a revision of the Professional Services Fees which will be documented in an executed Amendment.

Include a new section in the contract for “Creation of Controller Forms”:

XX. Creation of Incident Management Controller Forms

Intelex will create two (2) new forms that will store **Incident Management Controller** data. The source system for this data will be the SFMTA OrbCAD system. Data will be entered into the OrbCAD system and will then be interfaced into the Intelex Incident Management Controller forms via utilization of the Intelex API. The Contractor shall configure the System to include the following:

1. Up to 75 new Simple fields which include common fields as well as specific fields for the Mechanical and Service Interruption forms (**Simple Field Change:** Adding a new field of changing an existing field that does not have any dependencies.)
2. Up to 20 new Complex fields which include common fields as well as specific fields for the Mechanical and Service Interruption forms (**Complex Field Changes:** Adding a new field or changing an existing field that contains a calculation, drives hide/show logic, drives a business rule, or is used to trigger workflow or workflow logic.)
3. Creation of two (2) new objects (Service Interruption Form and Mechanical Form)
Note: There will be no workflow
4. Up to two (2) modifications to security
5. Up to two (2) new application tabs

Key and Task Related Assumptions:

1. The configuration scope noted above is based on a high-level review of the Business Requirements document provided by SFMTA for the Controller Forms creation. Further

discussion of the “Requirements Document for Intellex Controller Forms.xlsx” document will occur during the Design Workshop as a part of Amendment 002.

2. All forms will be read-only; user will not be able to edit or modify the data once it has been imported into the Intellex System.
3. All new forms and objects will not have a workflow within the Intellex system
4. All forms will not integrate with any other existing Incident Form in the SFMTA Incident Management Application
5. Any updates to the data for these forms will not be done within the Intellex Platform and will be managed outside of the Platform by SFMTA.
6. All imports will be completed by SFMTA using the Intellex API. Intellex will provide support via phone/email.
7. Mobile configuration is not in scope for this project.
8. Configuration of the Intellex Software will not commence until the Specifications Documentation is mutually agreed to by both parties.
9. All modifications will be done in one (1) language, English. Translations is not in scope for this project.
10. Development of reports or dashboards not documented under section “V. Intellex System Incident Reporting Requirements” by Intellex is not in scope of this project.
11. Historical data imports are not in scope.
12. Customization of the Intellex Software or API, involving code level changes is not in scope.
13. The compensation stated below for the additional and modified services described in this section are based on the information available to Intellex at the time of this document’s execution. The details listed above outline the configuration of the Controller Forms. Any additional configuration, data migration, interfaces to third party systems, report building, or any other item not listed as in scope will require a revision of the Professional Services Fees which will be documented in an executed Amendment.

Compensation and Project Milestones

*The total Project Fees included in this Change Order are **\$253,731 USD** excluding applicable taxes and will be charged on a fixed fee basis. The Project Fees include the following costs for this Change Order:*

- Total Services = **\$114,632 USD**
- Travel Costs = **\$6,000 USD**
- Contingency “Additional configuration effort following the Design Workshop (Part 2)” = **\$132,099 USD**

Note: For clarity, the “Additional configuration effort following the Design Workshop (Part 1)” for the total amount of \$153,298 USD has already been included in Amendment II of this Contract and as outlined in Attachment A of this Change Order.

All Project Fees will be invoiced upon Intellex notifying Client of the completion of each milestone per the criteria below, and in addition to the Project Fees in the Statement of Work and any previously executed Change Order as outlined in Attachment A of this Change Order.

Milestone Payment Criteria

The following are the Milestone Payment completion criteria for this Change Order.

RELEASE III				
Project Milestones	(*) Amount	Amount Paid	Status	Completion and Payment Criteria
Initiation				
Amendment III DocuSign Design Enhancements	9,688	\$0	Not Started	Delivery of updated Design Workbook to include DocuSign Design modifications (Release III)
Total Initiation	\$9,688	\$0		
Configuration				
Amendment III Security Enhancements	\$8,778	\$0	Not Started	Completion of the security enhancements for Incident Mgmt. Hazards, and Non-Conformance Applications (Release III)
Amendment III DocuSign Configuration	\$24,220	\$0	Not Started	Completion of the Incident Management App. Modifications to support DocuSign (Release III)
Amendment III Controller Forms Configuration	\$30,618	\$0	Not Started	Completion of the Controller Forms Configuration (Release III)
Configuration Total	\$63,616	\$0		
User Acceptance Testing				
Amendment III Onsite Support for Incident Mgmt. UAT	\$6,384	\$0	Not Started	Completion of on-site UAT support (Release III)
Amendment III DocuSign Testing	\$14,532	\$0	Not Started	Acceptance of the Final Solution of the DocuSign integration (Release III)
Amendment III Controller Forms Testing	\$20,412	\$0	Not Started	Acceptance of the Final Solution of the Controller Forms (Release III)
User Acceptance Testing Total	\$41,328	\$0		
Travel				
Plus 1 x site visit to SFMTA – 2 people	\$6,000	\$0	Not Started	Incident Management UAT Support (Release III)
Travel Total	\$6,000	\$0		
Additional configuration effort following the Design Workshop (Part 2)	\$132,099			
Total Change Order Amount	\$252,731			

Travel and Expenses

Reasonable travel and incidental expenses in addition to the Professional Services fees identified above will be invoiced as they occur at actual cost. Travel will be pre-approved by Client. Estimated travel under this CO:

- a. One (1) week onsite training and formal User Acceptance Testing support for two (2) Intelix personnel (Software Consultant and Project Manager or Solution Architect) for

five (5) consecutive business days. Travel costs for this onsite is expected to be \$6,000 USD

Summary SOW and Change Orders

The following table summarizes the Contract and approved amendments:

Document	Date	Value
SOW	November 13, 2015	\$1,391,199
Amendment 001	September 26, 2016	\$42,531
Amendment 002	May 17, 2018	\$305,269
Amendment 003	May 28, 2018	\$252,731
TOTAL		\$1,991,730

Attachment A: Total Milestone Payment Criteria

The following table below outlines the **Total Project Milestone Payment**:

RELEASE I				
Project Milestones	(*) Amount	Amount Paid	Status	Completion and Payment Criteria
Initial Installation	\$78,651	\$78,651	Complete	Licensed Technology on ASP environment (Release I)
Total Initiation	\$78,651	\$78,651		
Design Workshop	\$131,085	\$131,085	Complete	Deliver Specifications Document (Release I)
Total Design	\$131,085	\$131,085		
Configuration	\$157,301	\$157,301	Complete	Deliver Fully Configured System (Release I)
Plus Configuration Audits	\$15,375	\$15,375	Complete	Deliver Fully Configured System (Release I)
Plus Configure Format Design Changes	\$5,586	\$5,586	Complete	Deliver Fully Configured System (Release I)
Plus Configuration Imports (Misc., station agent, non-revenue, blind claims)	\$5,107	\$5,107	Complete	Deliver Fully Configured System (Release I)
Total Configuration	\$183,369	\$183,369		
Plus eSignature Consultant	\$2,775	\$2,775	Complete	Deliver Report California e-signature compliance (Release I)
Total eSignature Effort	\$2,775	\$2,775		
User Acceptance Testing				
Incident Mgmt Application (Soft UAT)	\$10,300	\$0	Complete	Partial Acceptance of the Incident Mgmt Final Solution (Release I)
Audits Management Application	\$11,913	\$0	Complete	Acceptance of the Final Solution of the Audits application (Release I)
Non-Conformance Mgmt. Application	\$11,913	\$0	Complete	Acceptance of the Final Solution of the Non-conformance application (Release I)
Hazard Management Application	\$11,913	\$0	Complete	Acceptance of the Final Solution of the Hazards application (Release I)
Plus 1 week of UAT Support -	\$7,688	\$0	Complete	Completion of on-site UAT support (Release I)
Total User Acceptance Testing	\$53,727	\$0		
Training				
Non-Conformance Mgmt. Application	\$6,666	\$0	Complete	Delivery of Non-Conformance Mgmt. App training and acceptance of Quick Guides (Release I)
Hazard Management Application	\$6,667	\$0	Complete	Delivery of Hazards Mgmt. App training and acceptance of Quick Guides (Release I)
Audits Management Application	\$6,667	\$0	Complete	Delivery of Audits Mgmt. App training and acceptance of Quick Guides (Release I)
Total Training	\$20,000	\$0		
Go-Live				

Non-Conformance Mgmt. Application	\$3,277	0	Complete	Go-live release of the Non-conformance Mgmt Application (Release I)
Hazard Management Application	\$3,277	0	Complete	Go-live release of the Hazard Management Application (Release I)
Audits Management Application	\$3,277	0	Complete	Go-live release of the Audits Management Application (Release I)
Total Go-Live	\$9,831	\$0		
Release I Total	\$479,438			
Release I Total Payments	\$395,880			
Release I Pending Payments	\$83,558			

RELEASE II

Amendment II Enhancements Design Workshop (Initiation)	\$1,400	\$0	Not Started	Initiation of the contract (Release II)
Plus Design Enhancements for Incident Management MTSI form, Hazards and Training applications	\$13,308	\$0	Not Started	Deliver the Design Specifications Document (Release II)
Amendment II Enhancements Design Workshop (Completion)	\$33,380	\$0	Not Started	Completion of the Design Workshop (Release II)
Amendment II Enhancements Design Workbook	\$33,380	\$0	Not Started	Delivery of the updated Design Workbooks to include the modifications discussed at the Design Workshop (Release II)
Total Design	\$81,468	\$0		
Plus Configure Hazards confidentiality	\$11,268	\$0	Not Started	Delivery of the Hazards application mods. for UAT (Release II)
Plus Configure Incident Management MTSI form	\$11,700	\$0	Not Started	Delivery of the Incident application mods. For UAT (Release II)
Plus Configure enhancements to Training application	\$9,510	\$0	Not Started	Delivery of the Training Management application mods for UAT (Release II)
Total Configuration	\$32,478	\$0		
User Acceptance Testing				
Training Management Application	\$11,913	\$0	Not Started	Acceptance of the Final Solution of the Training Management application (Release II)
Plus UAT for Hazards application Mods.	\$8,764	\$0	Not Started	Acceptance of Mods. to the Hazards Mgmt app. (Release II)
Plus UAT for Incident Mgmt. application Mods.	\$9,100	\$0	Not Started	Acceptance of Mods to the Incident Mgmt. app. (Release II)
Plus UAT for Training Management Mods.	\$11,160	\$0	Not Started	Acceptance of Mods to the Training Mgmt. app. (Release II)
Total User Acceptance Testing	\$40,937	\$0		
Training				
Training Management Application	\$12,424	\$0	Not Started	Delivery of Training Mgmt. App training and acceptance of Quick Guides (Release II)
Total Training	\$12,424	\$0		
Go-Live				
Training Management Application	\$3,277	\$0	Not	Go-live release of the Training

			Started	Management Application (Release II)
Total Go-Live	\$3,277	\$0		
Release II Total	\$170,584			
Release II Total Payments	\$0			
Release II Pending Payments	\$170,584			
RELEASE III				
Design				
Amendment III DocuSign Design Enhancements	9,688	\$0	Not Started	Delivery of updated Design Workbook to include DocuSign Design modifications (Release III)
Total Design	\$9,688	\$0		
Configuration				
Amendment III Security Enhancements	\$8,778	\$0	Not Started	Completion of the security enhancements for Incident Mgmt. Hazards, and Non-Conformance Applications (Release III)
Amendment III DocuSign Configuration	\$24,220	\$0	Not Started	Completion of the Incident Management App. Modifications to support DocuSign (Release III)
Amendment III Controller Forms Configuration	\$30,618	\$0	Not Started	Completion of the Controller Forms Configuration (Release III)
Configuration Total	\$63,616	\$0		
User Acceptance Testing				
Incident Mgmt Application (Final UAT)	\$20,700	\$0	Not Started	Acceptance of Final Solution of Incident Management application (Release III)
Amendment III Onsite Support for Incident Mgmt. UAT	\$6,384	\$0	Not Started	Completion of on-site UAT support (Release III)
Amendment III DocuSign Testing	\$14,532	\$0	Not Started	Acceptance of the Final Solution of the DocuSign integration (Release III)
Amendment III Controller Forms Testing	\$20,412	\$0	Not Started	Acceptance of the Final Solution of the Controller Forms (Release III)
Total User Acceptance Testing	\$62,028	\$0		
Training				
Incident Management Application	\$20,010	\$0	Partially Complete	Delivery of Incident Mgmt. App training and acceptance of Quick Guides (Release III)
Total Training	\$20,010	\$0		
Go-Live				
Incident Management Application	\$13,109	\$0	Not Started	Go-live release of the Incident Management Application (Release III)
Total Go-Live	\$13,109	\$0		
Release III Total	\$168,451			
Release III Total Payments	\$0			
Release III Pending Payments	\$168,451			

Total Professional Service Costs: \$818,473

Travel			
1 x site visit to SFMTA – 3 people	\$27,000	Complete	Design Workshop Completion
1 x site visit to SFMTA – 1 person		Complete	Training Completion
3 x site visits to SFMTA – 1 person		Complete	Go-Live Releases Completion
Plus 1 x site visit to SFMTA – 2 people	\$6,000	Complete	UAT Support and System Administration Training
Plus 1 x site visit to SFMTA – 3 people	\$9,000	Not Started	Amendment II Design Workshop (Release II)
Plus 1 x site visit to SFMTA – 2 people	\$6,000	Not Started	Incident Management UAT Support (Release III)
Total Travel Costs:	\$48,000		

Software Licenses –

Software Users – 125;	\$128,200
Software Licenses – 8	\$94,600
Total Software Costs:	\$222,800

Payment of \$128,000 is due within 30 days of date of Contractor’s invoice; Payment of the remaining \$94,600 for Software Licenses is due upon Contractor’s Installation of Licensed Software (payment due within 120 Days after date of Contractor’s invoice)

Total Phase II Project Costs (Appendix A Services) \$1,089,273

Software Support and Maintenance (Appendix C Attachment) \$617,060

Payment of \$154,265 is due on an annual basis, in advance, and within 30 days of date of Contractor’s invoice

Additional configuration effort following the Design Workshop (Part 1) \$153,298

Additional configuration effort following the Design Workshop (Part 2) \$132,099

Not to Exceed Total Contract Amount \$1,991,730

Total Contract Amount \$1,991,730

Attachment B: DocuSign Integration Visio Diagram

See attached document titled “*SFMTA CO003 v1.0 (May-25-2018) Attachment B (DocuSign Visio Diagram).pdf*”



SFMTA CO003 v1.0
(May-25-2018) Exhib