

THIS PRINT COVERS CALENDAR ITEM NO.: 10.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving SFMTA Contract No. SFMTA-2024-13 to Cubic Transportation Systems for the technical repairs related to Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$1,940,286, and a term not to exceed two years.

SUMMARY:

- The SFMTA currently operates 60 ticket vending machines (TVMs) and 129 faregates.
- The equipment was installed in 2010 as part of the Clipper® contract administered by the Metropolitan Transportation Commission (MTC).
- Prior to February 2020, maintenance of the TVMs and faregates was provided by Cubic Transportation Systems (Cubic) under the MTC contract.
- In February 2020, the SFMTA began contracting directly with Cubic for TVM maintenance.
- As part of this contract, SFMTA staff provides basic routine and preventative maintenance functions and limits Cubic’s services to technical repairs.
- Due to the proprietary nature of the equipment and system, the SFMTA obtained a Sole Source waiver for the proposed contract.
- The current contract with Cubic for technical repairs expires January 31, 2024.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract with Cubic Transportation Systems

APPROVALS:

DIRECTOR 

SECRETARY 

DATE

January 10, 2024

January 10, 2024

ASSIGNED SFMTAB CALENDAR DATE: January 16, 2024

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PURPOSE

Approving SFMTA Contract No. SFMTA-2024-13 to Cubic Transportation Systems for technical repairs of the Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$1,940,286 and a term not to exceed two years.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following SFMTA Strategic Plan Goals:

Goal 9: Fix things before they break, and modernize systems and infrastructure.

This action supports the following Transit First Policy Principle:

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.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.

DESCRIPTION

In 2010, in conjunction with the regional transition to the Clipper program, the SFMTA replaced the aging faregates and change machines with Clipper integrated equipment. The SFMTA currently operates 60 ticket vending machines (TVMs) and 129 faregates. The procurement and installation of this equipment was included in the regional Clipper® contract administered by the Metropolitan Transportation Commission (MTC) and managed by Cubic.

The MTC contract included all maintenance services for this equipment. Under the MTC contract all maintenance services were provided by Cubic personnel. These costs were passed on to the SFMTA as part of the Clipper Memorandum of Understanding (MOU) between MTC and the SFMTA. Under the MTC contract, the SFMTA paid a monthly fee based on the number of units operated, instead of a fixed labor fee. In 2020, the SFMTA entered into this contract directly with Cubic and terminated this section of the MOU.

Under the terms of the current contract with Cubic, SFMTA staff handle all routine and preventative maintenance, such as removing jammed cards and bills, replenishing receipt and ticket stock and basic troubleshooting. Cubic handles all other repairs. Unlike MTC's contract with CUBIC, the SFMTA's contract with Cubic is based on actual labor costs. The current contract had an initial term of two years, with an option for a one-year extension. The SFMTA has exercised the option for the one-year extension and the contract will expire on January 31, 2024. To ensure continuity and continued operation of the TVMs and faregates, the SFMTA is requesting approval of a new contract, with no changes to the scope of work. Contracts costs are limited to escalation based on projected salary and Consumer Price Index changes. The new contract will expire on January 31, 2026.

STAKEHOLDER ENGAGEMENT

None.

Proposed contract makes no material changes to existing contract.

ALTERNATIVES CONSIDERED

None.

Ensuring the operation of our TVMs and faregates is critical to Muni customer service and transit operations. SFMTA staff are able to perform the basic maintenance functions, however, due to the proprietary nature of this equipment, Cubic personnel is necessary to perform technical repairs.

FUNDING IMPACT

The total cost of the two years of the contract is estimated at \$1,940,285. These costs will be included in the operating budget.

Term	Cost (\$)
Year One	955,700
Year Two	984,585
TOTAL	1,940,285

ENVIRONMENTAL REVIEW

On October 20, 2023, the SFMTA, under authority delegated by the Planning Department, determined that the approval of the current Cubic Maintenance Contract No. SFMTA-2024-13 is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

LIABILITY LIMITATIONS

In accordance with prior agreements with Cubic, the SFMTA has agreed to limit Cubic’s liability to the City for general negligence to the value of annual fees, with listed exceptions to that limit (see Section 6.1 in the Agreement). The Agreement also includes a reciprocal waiver of the City and Cubic’s liability for incidental and consequential damages. These limitations of parties’ liability are standard practice in technology contracting. The Director of Transportation has approved these liability limitations, as provided in Administrative Code Section 21.23

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OTHER APPROVALS RECEIVED OR STILL REQUIRED

Authorization for this contract action was approved by the Civil Service Commission on October 16, 2023 (PSC# 47796 23/24).

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve Contract No. SFMTA-2024-13 to Cubic Transportation Systems for the maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$1,940,286, and a term not to exceed two years and expiring January 31, 2026.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA currently operates sixty ticket vending machines (TVMs) and 129 faregates located in the Muni Metro stations; and,

WHEREAS, The equipment was installed in 2010 as part of the Clipper® contract administered by the Metropolitan Transportation Commission (MTC); and,

WHEREAS, Technical repairs of the TVMs and faregates is currently provided by Cubic Transportation Systems (Cubic) under contract SFMTA-2020-53; and,

WHEREAS, The current contract will expire on January 31, 2024; and,

WHEREAS, Under the new contract, SFMTA will continue to perform basic routine and preventative maintenance functions and limit Cubic’s services to more technical repairs; and,

WHEREAS, Due to the proprietary nature of the equipment and system, the SFMTA has obtained a Sole Source waiver for this contract; and,

WHEREAS, Authorization for this contract action was approved by the Civil Service Commission on October 16, 2023 (PSC# 47796 23/24) and,

WHEREAS, On October 20, 2023, the SFMTA, under authority delegated by the Planning Department, determined that the approval of Cubic Maintenance Contract No. SFMTA-2024-13 is not 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; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves Contract No. SFMTA-2024-13 to Cubic Transportation Systems for the ongoing maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$1,940,286, and a term not to exceed two years.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

**Agreement between the City and County of San Francisco and
Cubic Transportation Systems, Inc. to Support Ongoing
Maintenance of SFMTA's Faregates and Ticket Vending Machines**

Contract No. SFMTA-2024-13

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**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
Cubic Transportation Systems, Inc.
Contract No. SFMTA-2024-13**

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between Cubic Transportation Systems, Inc., a California corporation (Contractor) and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA obtained 40 Ticket Vending Machines and 122 faregates (Equipment) through the Clipper Automatic Fare Payment Contract between Contractor and the Metropolitan Transportation Commission, Change Order C0-0138, dated October 15, 2010 (MTC Contract).

B. The Equipment is installed at Muni Metro stations as described in Appendix A-1. The SFMTA anticipates that additional Equipment will be obtained and installed in the Central Subway underground stations.

C. Through this Agreement, the SFMTA contracts with Contractor to perform on-call Second and Third Line equipment and component repair maintenance.

D. The City's Contract Monitoring Division (CMD) approved the Contractor as a sole source for the required services on October 18, 2023.

E. There is no Local Business Entity (LBE) subcontracting participation requirement for this Agreement.

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

G. The City's Civil Service Commission approved Contract number 47796-23/24 on October 16, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

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

1.1 "Additional Services" means services provided by Contractor that are not within the scope of included routine maintenance services described in Appendix A to this Agreement.

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

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

1.4 “**Central Subway**” means the SFMTA’s extension of the Muni Metro T Third light rail line from 4th & King Street through South of Market, and Union Square to Chinatown, due to open in 2021.

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

1.6 “**City Data**” or “**Data**” means all data all data collected, used, maintained, processed, stored, or generated by the ticket vending machines, faregates and related systems and Confidential Information the City provides to Contractor in connection with this Agreement.

1.7 “**Clipper Program**” means the Bay Area regional electronic fare program managed by Cubic Transportation Systems under contract with the Metropolitan Transportation Commission.

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

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

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

1.11 “**Contractor**” or “**Consultant**” means Cubic Transportation Systems, Inc., 5650 Kearny Mesa Road, San Diego, CA 92111.

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

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

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

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

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

1.16 “Documentation” means the technical publications relating to the maintenance and use of the Equipment, such as reference, training, installation, maintenance, and repair manuals, provided by Contractor to City.

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

1.18 “Equipment” means Ticket Vending Machines, Faregates, and associated materials, parts and consumables required to carry out the Services.

1.19 “Faregate” means proprietary Equipment used to control entrance and exits in the Municipal Railway Muni Metro stations.

1.20 “First Line Equipment Maintenance” means the tasks to be performed by SFMTA staff as described in Appendix A, Section 3.

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

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

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

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

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

1.26 “Second Line Equipment Maintenance” means troubleshooting and equipment repair tasks to be performed by Contractor which cannot be performed or resolved by SFMTA staff conducting First Line Equipment Maintenance.

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

1.28 “Third Line Equipment Maintenance” means repair of parts and major equipment overhaul tasks to be performed by Contractor.

1.29 “Ticket Vending Machine” means proprietary Equipment to sell and add-value to fare media in the Municipal Railway Metro stations.

Article 2 Term of the Agreement

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

Article 3 Financial Matters

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

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

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

3.3 Compensation

3.3.1 Payment. The SFMTA shall compensate Contractor for completed Services as provided in Appendix B to this Agreement. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or

her designee, in his or her reasonable discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed One Million Nine Hundred Forty Thousand Two Hundred Eighty-Six Dollars (\$1,940,286). The breakdown of charges associated with this Agreement appears in Appendix B. In no event shall City be liable for interest or late charges for any late payments or any minimum service order charges for any Services covered by this Agreement that are not expressly stated in Appendix B.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's clear obligations under this Agreement, the City may withhold any and all disputed payments due Contractor until such failure to perform is cured.

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

3.3.5 Payment Terms

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

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

3.3.6 Reserved. (LBE Payment and Compliance Tracking System)

3.3.7 Payment to Contractor

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

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

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

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. This Agreement is not a construction or public works contract, as those terms are defined in San Francisco Administrative Code Chapter 6. But Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] of the Administrative Code (collectively, “Covered Services”). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (OLSE) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

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

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

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

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractors by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites on SFMTA property and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site or dispatch records including employee name, location and date/time of dispatch; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in

the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

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

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

4.3 Subcontracting.

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

4.3.2 Contractor will not employ subcontractors.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits

that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses

(a) If the San Francisco Tax Collector, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determines 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). The SFMTA shall then forward those amounts to the relevant taxing authority.

(b) If a relevant taxing authority determines a liability for past services performed by Contractor for the SFMTA, then upon notification of such fact by the SFMTA, Contractor shall promptly remit such amount due or arrange with the SFMTA 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).

(c) 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 the SFMTA. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless the City and

its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

(d) The SFMTA will not give direction to Contractor's employees as to the means and methods of accomplishing their work, but will only provide direction as to the results of said work.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

(c) 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.

(d) Reserved. (Professional Liability Insurance Coverage).

(e) Technology Errors and Omissions Liability coverage, with limits of \$10,000,000 for each claim and in the aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

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

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Contractor shall maintain throughout the term of this contract, at no expense to the City, a Crime Policy (Employee Dishonesty Coverage) that includes coverage for employee dishonesty, forgery and alteration, theft of money and securities, conversion and/or theft via electronic means, endorsed to cover third party fidelity, covering all officers and employees in an amount not less than \$1,000,000 with any deductible not to exceed \$500,000 and including City as additional obligee or loss payee as its interest may appear.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.4 Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment, for which no less than 10 days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). Contractor's failure to provide such notice shall be deemed a material breach of this Agreement.

5.1.5 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.

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

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

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

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

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of

local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except where such Claims are the result of the sole active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

6.1 Limitation of Liability

6.1.1 The City's total liability to Contractor for the Services shall be limited to the value of the Services completed in accordance with the requirements of this Agreement, and will not exceed the aggregate fees owed during the contract year in which the claim arose, as that amount may be modified by a properly approved and executed Change Order.

6.1.2 Except as provided herein, Contractor's liability to the City under this Agreement shall be limited to the direct damages arising from Contractor's breach of this Agreement or Contractor's negligence in performing the Services and which shall be limited to not exceed the aggregate fees owed during the contract year in which the claim arose the, as that amount may be modified by a properly approved and executed Change Order. Said limitation on liability shall not apply to:

- a.** damages and other liability caused by Contractor's willful, intentional acts or omissions;
- b.** any applicable statute, City Ordinances, and Codes;
- c.** damages to the City or to third parties that fall within the insurance coverages required under the Agreement under 5.1 above;
- d.** Contractor's warranty obligations under the Agreement;

- e. damages and other liability arising under claims by third parties, including indemnity or contribution for claims brought by a third party;
- f. liability for violation of regulations and laws;
- g. damages and other liability for infringement of any intellectual property right (see Section 6.3, below);

6.2 Limitations on Special Damages. The City and Contractor's respective liabilities to each other for special, incidental, consequential, and indirect damages are hereby limited as follows:

6.2.1 The City, its boards and commissions, and all of their officers, agents, members, employees, and authorized representatives shall have no liability to Contractor for any type of special, consequential, indirect or incidental damages, including but not limited to losses of use, data, profit, revenue, income, business, anticipated savings, reputation, and more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim, arising under or related to this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or recession of the Services or this Agreement, negligence or strict liability by the City, its boards and commissions, and their representatives, contractors or agents.

6.2.2 Except as specifically provided in this Agreement, Contractor, and its Affiliates, employees, officers, directors and shareholders, shall not be liable to the City for any special, consequential, indirect or incidental damages, including but not limited to losses of use, data, profit, revenue, income, business, anticipated savings, reputation, and more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim arising under or related to this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise. Except as provided herein, this limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or recession of the Services or this Agreement, negligence or strict liability by Contractor. Under no circumstances shall this limit of liability (as to special damages) apply to or limit Contractor's liability with respect to any of the following:

6.2.3 damages and other liability caused by Contractor's willful, intentional acts or omissions;

6.2.4 liability (statutory damages) imposed on Contractor by law, including any applicable statute, City Ordinances, and Codes;

6.2.5 damages and other liability arising under claims by third parties for loss or damage to property or personal injuries, including death; caused by Contractor' gross negligence or willful misconduct;

6.2.6 liability for violation of environmental regulations and laws;

6.2.7 damages and other liability for infringement of any intellectual property right (as provided in Section 6.3, below), provided however Contractor shall not be liable to the extent that such infringement stems from any modifications or alterations not authorized by Contractor.

6.3 Indemnity for Infringement of Intellectual Property Rights

6.3.1 Contractor shall indemnify, defend, 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 of the Proprietary Equipment or Software to be supplied in the performance of this Agreement. Contractor shall at its sole expense and election, provided any such election does not result in any cost to the City arising from the claim, either: (1) indemnify the City; or (2) obtain the right to use the infringing item; or (3) modify the infringing item so that it becomes non-infringing; or (4) replace the infringing item with a non-infringing item, subject to the requirements of Section 6.3.4, below.

6.3.2 The provisions of this 6.3 shall be the City's sole remedy for infringement claims and is conditional upon City: (1) giving prompt notice in writing to Contractor of any claim or proceeding being made or threatened; (2) allowing Contractor to defend and settle under its responsibility any proceedings or claims through counsel chosen by Contractor at Contractor' own expense and (3) affording all reasonable assistance in connection therewith.

6.3.3 Contractor shall be entitled to modify or replace any infringing item so that it becomes non-infringing, or in the event that such modification or replacement is not possible using reasonable technical efforts, to replace the item concerned with a non-infringing item that meets the performance requirements relevant to the replaced item.

6.3.4 Contractor shall have no obligation under this Section 6.3 where the infringement and loss or liability arises as a result of (1) City's alteration or modification of the Proprietary Equipment or Software, (2) City's use of the Proprietary Equipment or Software in a manner contrary to instruction received from the Contractor or to the purpose for which they are to be used, or (3) City's use of the Proprietary Equipment or Software in combination with another party's equipment or software.

6.4 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor,

or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes

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

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

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

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

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

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

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to

Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. The City will pay Contractor any monies withheld under this paragraph, without interest, when Contractor comes into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to

exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 15% of such cost.

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any amount that the City disputes is owed to Contractor arising from this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4.

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

8.2 Termination for Default; Remedies.

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

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

- | | |
|-----------|-------------------------|
| 3.5 | Submitting False Claims |
| 4.5 | Assignment |
| Article 5 | Insurance and Indemnity |
| Article 7 | Payment of Taxes |

10.10	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 30 calendar days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive the expiration or termination of this Agreement.

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

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

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

8.4 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.

8.5 Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Fred Schouten.

8.6 Rights and Duties upon Termination or Expiration

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

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

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

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the sole purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities. Notwithstanding the foregoing, the City and anyone on its behalf shall not obtain any title and/or right of any kind to any of Contractor owned intellectual property and/or any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared and/or owned by Contractor or its subcontractors prior to the Effective Date.

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

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by

reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca.

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

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

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

10.5 Nondiscrimination Requirements

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United

States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

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

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

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the

employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings)

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

10.17 Reserved. (Distribution of Beverages and Water)

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To City: Fred Schouten
Manager, Revenue Operations
San Francisco Municipal Transportation Agency
1 South Van Ness Ave., Basement Level
San Francisco, CA 94103
Fred.Schouten@sfmta.com

To Contractor: Dennis Dewan
Senior Contracts Manager
Cubic Transportation Systems, Inc.
5650 Kearny Mesa Road
San Diego, CA 92111
<mailto:dennis.dewan@cubic.com>

Any notice of default must be sent by registered mail, overnight delivery service or courier, or similar service that provides proof of delivery. Either Party may change the person or address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including

but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The Recitals are incorporated into and made part of this Agreement.

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

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

11.6 Dispute Resolution Procedure

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

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

Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. All appendices to this Agreement are incorporated by reference as though fully set forth. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, and Contractor's Proposal dated September 9, 2020. The Contractor's Proposal is incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and implementing Task Orders shall control over the Contractor's Proposal. Boilerplate or other contract terms included in Contractor's Proposal are not binding and shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests, and other legal

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

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information

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

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

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

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

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

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

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

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 Days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 Reserved. (Business Associate Agreement)

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

13.5 Management of City Data and Confidential Information

13.5.1 Access to City Data. City shall at all times have access to and control of City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information and City Data received from, or created or collected on behalf of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of City's Confidential Information and City Data outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information and City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data and Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors, or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized. All data generated by the Faregates or Ticket Vending Machines is City Data, and Contractor shall have no claim of ownership or control of City Data.

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

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

the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

13.7 Included Appendices. The following documents are appended to and are incorporated by reference to this Agreement:

Appendix A:	Scope of Services
Appendix A-1:	TVM and Faregate locations
Appendix B:	Calculation of Charges
Appendix C:	Contractor's Preventative Maintenance Schedule
Appendix D:	Equipment Maintenance Request Report

Signatures on following page.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary, SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Cubic Transportation Systems, Inc.</p> <hr/> <p>Dennis Dewan Senior Contracts Manager 5650 Kearny Mesa Road San Diego, CA 92111</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number: 0000022031</p>
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Appendix A Scope of Services

1. Description of Services

Contractor will perform on call and component repair maintenance services, as described in this Agreement. Contractor shall respond to all SFMTA calls for assistance as provided in this Agreement. The SFMTA will determine when it is appropriate for SFMTA technicians to request assistance.

2. First Line Equipment Maintenance

SFMTA technicians shall perform all First Line Maintenance tasks as described in this Section 2.

a. Equipment Monitoring

- i. Contractor shall monitor the Ticket Vending Machines and Faregates via a Contractor monitoring system and verify that all service requirements are addressed and that the Equipment functions properly. If an alert indicates one of the devices is malfunctioning, Contractor will contact the SFMTA dispatch system, and an SFMTA technician will be dispatched to correct the issue. If the technician finds they are unable to resolve the problem, they will contact Contractor's Help Desk and request assistance.

b. Ticket Vending Machine Maintenance

- i. **Preventive Maintenance:** SFMTA technicians will perform Preventative Maintenance (PM) on the Equipment following Contractor's PM schedule as outlined in Appendix C.
- ii. **Stock Replenishment:** SFMTA staff will provide the following TVM stock replenishment functions on an as-needed basis:
 - a. Replenish contactless smart card stock in TVMs
 - b. Replenish smart card roll stock in TVMs
 - c. Replenish receipt printer paper roll stock in TVMs
- iii. **Unjamming the TVMs:** SFMTA staff will provide the following unjamming functions on an as-needed basis:
 - a. Remove jammed Extended Use smart cards from smart card transport in the TVMs

- b. Remove jammed Limited Use smart card roll stock from TVM transports
 - c. Remove jammed paper from TVM receipt printer
 - d. Unjam the Bill Handling Unit
 - e. Unjam the coin transport path
 - f. Unjam the coin acceptor
 - g. Unjam the recirculating coin tubes
 - h. Unjam the coin hoppers
- iv. **TVM Troubleshooting:** SFMTA staff will follow TVM troubleshooting processes in order to determine the cause of a fault for the following modules in the TVM:
- a. Power Fault Isolation
 - b. DIP Reader
 - c. PIN pad
 - d. Receipt Printer
 - e. Coin Acceptor
 - f. Bill Handling Unit
 - g. Alarm Module
 - h. Smart Card Roll Stock Transport
 - i. Smart Card Transport
 - j. Scrolling Display Assembly
 - k. Electric Lock Fault Isolation
 - l. Data Fault Isolation

c. Faregate Maintenance

- i. **Preventive Maintenance:** SFMTA technicians will perform Preventative Maintenance (PM) on the Faregates following Contractor's PM schedule as outlined in Appendix C.
- ii. **Unjamming Faregates:** SFMTA staff will removing jammed tickets from faregates and put them back into service.
- iii. **Faregate Troubleshooting:** SFMTA staff will follow Faregate troubleshooting processes in order to determine the cause of a fault for the following modules in the faregate:
 - a. Power Fault Isolation
 - b. Alarm Module
 - c. Smart Card Roll Stock Transport
 - d. Smart Card Transport

3. Second Line Equipment Maintenance

Contractor shall perform on-call Second Line and Depot Maintenance tasks as described in this Section 3.

- a. **Contractor Maintenance Support:** Contractor shall maintain a workshop (depot) on SFMTA's premises and that facility will be staffed from 7:00 a.m. to 11:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday and Sunday.
- b. **Contractor Help Desk:** City shall provide Contractor with timely notification of any Second Line Equipment Maintenance issues by contacting Contractor's Customer Support at 1-888-998-7888.
- c. **Second Line Equipment Maintenance**
 - i. Contractor staff shall be responsible for responding to any call made by authorized SFMTA personnel to assist in repairing or maintaining Ticket Vending Machines and Faregates. An authorized SFMTA technician can contact the Contractor Help Desk and request assistance with any maintenance task. The SFMTA technician must be able to describe the issue to the Help Desk, so that the Contractor technician can bring the correct tools and parts to repair or replace the faulty item. The details required for each call are the Device ID for the device and a concise description of the issue. Replacement parts are subject to obsolescence, Contractor will use best efforts to obtain required parts for repairs.
 - ii. Contractor technician will respond to Contractor Help Desk calls within four hours by coming to the location and repairing the equipment or removing and replacing a component. The four-hour window is required to enable the technician to travel from the SFMTA Depot Facility to the location of the issue.
 - iii. If the technician stationed at SFMTA Depot Facility is busy on another call, and it is between the hours of 7:00 a.m. and 11:00 p.m. on weekdays, the technician will proceed to the next maintenance call once finished with the existing call.
 - iv. If the technician is unable to attend to any additional calls during his shift, the repairs will be performed by the next technician on call, whether that is the

same day or the next day. This will all be covered under the per month lump sum fee.

d. On-Call Equipment Maintenance

- i. If the scheduled maintenance technician is on a call, and there is an additional issue that SFMTA deems urgent, an authorized SFMTA technician can contact the Contractor Help Desk and request immediate assistance. The Contractor Help Desk will contact the maintenance technician and/or the Contractor Concord Field Services Office to send a second technician to respond to the call. This will be paid for on a time and material basis, and each call will have a minimum four-hour charge. If more time is required to travel to the Equipment and repair or replace the module, then the full amount of travel time and repair time will be charged.
- ii. If the problem has not been correctly described, as outlined in section 3.c.i, by the SFMTA technician and the on-call Contractor technician has to return to the SFMTA office to pick up the correct tool or part, SFMTA will pay for the time for Contractor's technician to return to the Depot Facility to retrieve the correct tool or part required to perform the task. Replacement parts are subject to obsolescence, Contractor will use best efforts to obtain required parts for repairs.

4. Bench Repairs

At any time, if a Contractor technician assigned to this contract is not in the process of responding to a Contractor Help Desk call placed by an SFMTA technician, that Contractor technician will be performing bench repairs. This consists of repairing modules that have been returned to the Depot Facility as being non-functional. Once the bench repair is complete, the item repaired will be returned to SFMTA stock kept in the Depot Facility for re-use.

5. Equipment Maintenance Request Reports

Contractor shall ensure that each maintenance call is accurately documented and recorded in the Contractor's Help Desk software program. Contractor will provide monthly reports to SFMTA showing all the calls made to the Help Desk requesting maintenance assistance. This report will show the time the call was received, when the technician responded, how long the response took, and the outcome of the call. A copy of the form report is attached to this Agreement as Appendix D.

The timely submission of all reports is a necessary and material term and condition of this Agreement.

6. SFMTA Depot Facility

- a.** First Line Maintenance requires that nonfunctioning modules within the Equipment will be replaced with functioning models and the nonfunctioning modules will be returned to Contractor for repair.
- b.** The local facility located at One South Van Ness in San Francisco, CA shall contain the depot repair area where bench-level repairs are made and shall also serve as the location for inventory-controlled parts storage. Therefore, SFMTA will provide secure space (Depot Facility) for Contractor technicians to repair items and to store working spare parts for the SFMTA staff to use to replace nonfunctioning parts.
- c.** The Depot Facility will be at least 15 feet by 15 feet, have electricity, adequate light and airflow for the comfort and safety of the Contractor technicians.
- d.** SFMTA will ensure the Depot Facility can be securely locked and that keys made available to SFMTA employees are closely monitored. Contractor will likewise monitor the distribution and use of keys to the Depot.
- e.** Adequate bathroom and break room facilities will be made available by SFMTA to the maintenance technicians on duty.
- f.** SFMTA acknowledges that in performing depot repairs, Contractor technicians will make noise.

7. Provision of Test Equipment and Tools

- a.** Contractor shall provide its own tools and test equipment for the proper execution of the maintenance services that Contractor is required to carry out under this Contract.
- b.** SFMTA will be required to provide the tools necessary for its own technicians.
- c.** Contractor will provide one of each Ticket Vending Machine and Faregate cabinet to be used by Contractor as test bench equipment at the Depot facility at SFMTA.

8. Provision of Materials

- a.** Materials, parts and consumables shall be purchased by Contractor, and SFMTA will provide a Purchase Order to pay for said items.
- b.** Contractor shall present SFMTA with a list of the required items and SFMTA will review approve the purchase as appropriate prior to Contractor placing the order.
- c.** Once paid for, the material, parts and consumables title shall transfer to the SFMTA and shall be SFMTA property, which Contractor may use for performing the Services and for no other purpose.
- d.** Contractor shall account for all the materials in its possession or control and provide a status report to SFMTA upon request.
- e.** Contractor shall deliver to the SFMTA all materials and equipment that the SFMTA has purchased but have not been installed prior to the expiration or termination of this Agreement in good condition, subject to reasonable wear and tear, or shall be disposed of or dispatched by Contractor as directed by SFMTA.

9. Hardware or Software Upgrades

- a.** If upgrades become available for the Equipment software or hardware during the Term of this Agreement, Contractor will notify the SFMTA through Diana Hammons, Senior Manager Revenue Collection and Sales or Fred Schouten, Revenue Operations Manager
- b.** Hardware or software acquisition under this Agreement will be addressed in an amendment to this Agreement.
- c.** Contractor technicians will perform upgrades during periods when they are not performing maintenance work, if both Parties agree that the upgrade is the best use of technicians' time and is feasible under existing scheduled hours. If an upgrade is urgently required or will require additional Contractor staff to complete, the additional costs will be addressed in a Contract Modification.

10. Revenue Collection

SFMTA staff will have sole access to the Revenue containers and will be solely responsible for all collection of funds from the TVMs.

11. Additional Services

- a.** Services that are not described in this Appendix A are Additional Services. The SFMTA will compensate Contractor for Additional Services on a time and materials basis based on the rates stated in Appendix C or negotiated lump sum.
- b.** The following are Additional Services :
 - i. Replacement of Equipment or parts due to vandalism, fraud, terrorism, or natural disaster.
 - ii. Updates to devices from SFMTA policy decisions.
 - iii. Updates to devices due to currency changes which require hardware modification.
 - iv. Maintenance of electrical power devices and cabling for the Equipment from the power cable termination points in the device to the power source.
 - v. Maintenance of communications cable, fiber and equipment serving the Equipment from the termination point in the device to communications cabling origination point.
- c.** Additional Services must be authorized by SFMTA in writing. The following persons are authorized to issue written directives for Additional Services on behalf of the SFMTA:
 - Diana Hammons, Senior Manager Revenue Collection and Sales
 - Fred Schouten, Revenue Operations Manager

Appendix A-1 TVM and Faregate Locations

Station	Equip Type	Part Number	Serial Number	Device ID	IP Address	Subnet Mask	Gateway	SAM
Embarcadero West	TVM	1100-10023-1	1021	TVM01101	172.16.78.25	255.255.255.192	172.16.78.1	6C024E
	TVM	1100-10023-1	1024	TVM01102	172.16.78.26	255.255.255.192	172.16.78.1	6C0278
	TVM	1100-10023-1	1005	TVM01103	172.16.78.27	255.255.255.192	172.16.78.1	6C023A
	ACT	8100-10022	11	SOC01101	172.16.78.28	255.255.255.192	172.16.78.1	
	Gate	2100-10034-3	122	SAG01101	172.16.78.20	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	82	RVG01102	172.16.78.21	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	85	RVG01103	172.16.78.22	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	42	RVG01104	172.16.78.23	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	58	RVG01105	172.16.78.24	255.255.255.192	172.16.78.1	
Gate	2100-10034-1	90	EC011WP					
Embarcadero East	TVM	1100-10023-1	1026	TVM01201	172.16.78.34	255.255.255.192	172.16.78.1	6C0253
	TVM	1100-10023-1	1013	TVM01202	172.16.78.35	255.255.255.192	172.16.78.1	6C027B
	TVM	1100-10023-1	1006	TVM01203	172.16.78.36	255.255.255.192	172.16.78.1	6C0251
	ACT	8100-10022	14	SOC01201	172.16.78.37	255.255.255.192	172.16.78.1	
	Gate	2100-10034-3	120	SAG01201	172.16.78.29	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	28	RVG01202	172.16.78.30	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	56	RVG01203	172.16.78.31	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	65	RVG01204	172.16.78.32	255.255.255.192	172.16.78.1	
	Gate	2100-10034-2	12	RVG01205	172.16.78.33	255.255.255.192	172.16.78.1	
Gate	2100-10034-1	91	EC012EP					
Montgomery West	TVM	1100-10023-1	1010	TVM02101	172.16.78.98	255.255.255.192	172.16.78.65	6C0239
	TVM	1100-10023-1	1023	TVM02102	172.16.78.99	255.255.255.192	172.16.78.65	6C0257
	TVM	1100-10023-1	1012	TVM02103	172.16.78.100	255.255.255.192	172.16.78.65	6C0259
	ACT	8100-10022	7	SOC02101	172.16.78.101	255.255.255.192	172.16.78.65	
	Gate	2100-10034-3	123	SAG02101	172.16.78.90	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	16	RVG02102	172.16.78.91	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	62	RVG02103	172.16.78.92	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	33	RVG02104	172.16.78.93	255.255.255.192	172.16.78.65	
	Gate	2100-10034-1	93	EC021WP				
	Gate	2100-10034-3	112	RVG02114	172.16.78.94	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	31	RVG02113	172.16.78.95	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	84	RVG02112	172.16.78.96	255.255.255.192	172.16.78.65	
Gate	2100-10034-2	59	SAG02111	172.16.78.97	255.255.255.192	172.16.78.65		
Gate	2100-10034-1	95	EC021WR					
Montgomery East	TVM	1100-10023-1	1001	TVM02201	172.16.78.108	255.255.255.192	172.16.78.65	6C025C
	TVM	1100-10023-1	1035	TVM02202	172.16.78.109	255.255.255.192	172.16.78.65	6C0279
	TVM	1100-10023-1	1031	TVM02203	172.16.78.110	255.255.255.192	172.16.78.65	6C0254
	ACT	8100-10022	4	SOC02201	172.16.78.111	255.255.255.192	172.16.78.65	
	Gate	2100-10034-3	126	SAG02201	172.16.78.102	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	10	RVG02202	172.16.78.103	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	50	RVG02203	172.16.78.104	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	83	RVG02204	172.16.78.105	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	68	RVG02205	172.16.78.106	255.255.255.192	172.16.78.65	
	Gate	2100-10034-2	60	RVG02206	172.16.78.107	255.255.255.192	172.16.78.65	
	Gate	2100-10034-1	100	EC022EP				

Station	Equip Type	Part Number	Serial Number	Device ID	IP Address	Subnet Mask	Gateway	SAM
Powell Street West	TVM	1100-10023-2	2005	TVM03101	172.16.78.158	255.255.255.192	172.16.78.129	6C0276
	TVM	1100-10023-1	1018	TVM03102	172.16.78.159	255.255.255.192	172.16.78.129	6C027D
	TVM	1100-10023-1	1033	TVM03103	172.16.78.160	255.255.255.192	172.16.78.129	6C026F
	ACT	8100-10022	6	SOC03101	172.16.78.161	255.255.255.192	172.16.78.129	
	Gate	2100-10034-3	117	SAG03101	172.16.78.150	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	87	RVG03102	172.16.78.151	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	19	RVG03103	172.16.78.152	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	79	RVG03104	172.16.78.153	255.255.255.192	172.16.78.129	
	Gate	2100-10034-1	107	EC031EP				
	Gate	2100-10034-3	22	SAG03111	172.16.78.154	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	46	RVG03112	172.16.78.155	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	51	RVG03113	172.16.78.156	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	119	RVG03114	172.16.78.157	255.255.255.192	172.16.78.129	
	Gate	2100-10034-1	104	EC031ER				
Powell Street East	TVM	1100-10023-1	1009	TVM03201	172.16.78.168	255.255.255.192	172.16.78.129	6C025B
	TVM	1100-10023-1	1014	TVM03202	172.16.78.169	255.255.255.192	172.16.78.129	6C026D
	TVM	1100-10023-1	1025	TVM03203	172.16.78.170	255.255.255.192	172.16.78.129	6C0273
	ACT	8100-10022	15	SOC03201	172.16.78.171	255.255.255.192	172.16.78.129	
	Gate	2100-10034-3	109	SAG03201	172.16.78.162	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	81	RVG03202	172.16.78.163	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	63	RVG03203	172.16.78.164	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	17	RVG03204	172.16.78.165	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	24	RVG03205	172.16.78.166	255.255.255.192	172.16.78.129	
	Gate	2100-10034-2	34	RVG03206	172.16.78.167	255.255.255.192	172.16.78.129	
	Gate	2100-10034-1	88	EC032EP				
Civic Center West	TVM	1100-10023-2	2004	TVM04101	172.16.78.223	255.255.255.192	172.16.78.193	6C0277
	TVM	1100-10023-1	1019	TVM04102	172.16.78.224	255.255.255.192	172.16.78.193	6C027A
	TVM	1100-10023-1	1003	TVM04103	172.16.78.225	255.255.255.192	172.16.78.193	6C0274
	ACT	8100-10022	12	SOC04101	172.16.78.226	255.255.255.192	172.16.78.193	
	Gate	2100-10034-1	97	EC041WR				
	Gate	2100-10034-2	25	SAG04111	172.16.78.220	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	71	RVG04112	172.16.78.221	255.255.255.192	172.16.78.193	
	Gate	2100-10034-3	118	RVG04113	172.16.78.222	255.255.255.192	172.16.78.193	
	Gate	2100-10034-3	115	SAG04101	172.16.78.215	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	77	RVG04102	172.16.78.216	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	76	RVG04103	172.16.78.217	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	27	RVG04104	172.16.78.218	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	21	RVG04105	172.16.78.219	255.255.255.192	172.16.78.193	
Gate	2100-10034-1	89	EC041WP					
Civic Center East	TVM	1100-10023-1	1028	TVM04201	172.16.78.235	255.255.255.192	172.16.78.193	6C043C
	TVM	1100-10023-1	1032	TVM04202	172.16.78.236	255.255.255.192	172.16.78.193	6C023B
	TVM	1100-10023-1	1034	TVM04203	172.16.78.237	255.255.255.192	172.16.78.193	6C027C
	ACT	8100-10022	8	SOC04201	172.16.78.238	255.255.255.192	172.16.78.193	
	Gate	2100-10034-1	106	EC042ER				
	Gate	2100-10034-2	54	SAG04211	172.16.78.231	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	48	RVG04212	172.16.78.232	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	47	RVG04213	172.16.78.233	255.255.255.192	172.16.78.193	
	Gate	2100-10034-3	116	RVG04214	172.16.78.234	255.255.255.192	172.16.78.193	
	Gate	2100-10034-3	111	SAG04201	172.16.78.227	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	73	RVG04202	172.16.78.228	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	35	RVG04203	172.16.78.229	255.255.255.192	172.16.78.193	
	Gate	2100-10034-2	36	RVG04204	172.16.78.230	255.255.255.192	172.16.78.193	
Gate	2100-10034-1	99	EC042EP					

Station	Equip Type	Part Number	Serial Number	Device ID	IP Address	Subnet Mask	Gateway	SAM
Van Ness North	TVM	1100-10023-1	1037	TVM05101	172.16.80.107	255.255.255.192	172.16.80.97	6C0282
	TVM	1100-10023-2	1017	TVM05102	172.16.80.108	255.255.255.192	172.16.80.97	6C025B
	ACT	8100-10022	13	SOC05101	172.16.80.109	255.255.255.192	172.16.80.97	
	Gate	2100-10034-3	9	SAG05101	172.16.80.100	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	44	RVG05102	172.16.80.101	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	29	RVG05103	172.16.80.102	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	53	RVG05104	172.16.80.103	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	18	RVG05105	172.16.80.104	255.255.255.192	172.16.80.97	
	Gate	2100-10034-1	2	EC051NP				
	Gate	2100-10034-3	8	RVG05113	172.16.80.106	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	3	RVG05112	172.16.80.105	255.255.255.192	172.16.80.97	
	Gate	2100-10034-1	101	EC051NR				
Van Ness South	TVM	1100-10023-1	2001	TVM05201	172.16.80.117	255.255.255.192	172.16.80.97	6C0283
	ACT	8100-10022	18	SOC05201	172.16.80.119	255.255.255.192	172.16.80.97	
	Gate	2100-10034-3	127	SAG05201	172.16.80.110	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	86	RVG05202	172.16.80.111	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	57	RVG05203	172.16.80.112	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	49	RVG05204	172.16.80.113	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	4	RVG05205	172.16.80.114	255.255.255.192	172.16.80.97	
	Gate	2100-10034-1	1	EC052SP				
	Gate	2100-10034-3	114	RVG05213	172.16.80.116	255.255.255.192	172.16.80.97	
	Gate	2100-10034-2	40	RVG05212	172.16.80.115	255.255.255.192	172.16.80.97	
Gate	2100-10034-1	102	EC052SR					
Church Street								
	TVM	1100-10023-1	1027	TVM06102	172.16.80.140	255.255.255.192	172.16.80.129	6C0258
	TVM	1100-10023-1	1016	TVM06103	172.16.80.141	255.255.255.192	172.16.80.129	6C0250
	ACT	8100-10022	10	SOC06101	172.16.80.142	255.255.255.192	172.16.80.129	
	Gate	2100-10034-3	113	RVG06107	172.16.80.138	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	23	RVG06106	172.16.80.137	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	74	RVG06105	172.16.80.136	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	30	RVG06104	172.16.80.135	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	55	RVG06103	172.16.80.134	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	72	RVG06102	172.16.80.133	255.255.255.192	172.16.80.129	
	Gate	2100-10034-2	80	SAG06101	172.16.80.132	255.255.255.192	172.16.80.129	
Gate	2100-10034-1	103	EC061EP					
Castro Street	TVM	1100-10023-1	1004	TVM07101	172.16.80.172	255.255.255.192	172.16.80.161	6C026E
	TVM	1100-10023-1	1015	TVM07102	172.16.80.173	255.255.255.192	172.16.80.161	6C025D
	TVM	1100-10023-1	1030	TVM07103	172.16.80.174	255.255.255.192	172.16.80.161	6C0275
	ACT	8100-10022	5	SOC07101	172.16.80.175	255.255.255.192	172.16.80.161	
	Gate	2100-10034-3	125	SAG07101	172.16.80.164	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	64	RVG07102	172.16.80.165	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	67	RVG07103	172.16.80.166	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	78	RVG07104	172.16.80.167	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	52	RVG07105	172.16.80.168	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	32	RVG07106	172.16.80.169	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	14	RVG07107	172.16.80.170	255.255.255.192	172.16.80.161	
	Gate	2100-10034-2	70	RVG07108	172.16.80.171	255.255.255.192	172.16.80.161	
	Gate	2100-10034-1	96	EC071EP				

Station	Equip Type	Part Number	Serial Number	Device ID	IP Address	Subnet Mask	Gateway	SAM
Forest Hill	TVM	1100-10023-2	2006	TVM08101	172.16.80.201	255.255.255.192	172.16.80.193	6C0272
	TVM	1100-10023-1	1002	TVM08102	172.16.80.202	255.255.255.192	172.16.80.193	6C0280
	ACT	8100-10022	16	SOC08101	172.16.80.204	255.255.255.192	172.16.80.193	
	Gate	2100-10034-3	121	SAG08101	172.16.80.196	255.255.255.192	172.16.80.193	
	Gate	2100-10034-2	39	RVG08102	172.16.80.197	255.255.255.192	172.16.80.193	
	Gate	2100-10034-2	41	RVG08103	172.16.80.198	255.255.255.192	172.16.80.193	
	Gate	2100-10034-2	37	RVG08104	172.16.80.199	255.255.255.192	172.16.80.193	
	Gate	2100-10034-2	45	RVG08105	172.16.80.200	255.255.255.192	172.16.80.193	
Gate	2100-10034-1	92	EC081EP					
West Portal IN Bound	TVM	1100-10023-1	1008	TVM09101	172.16.80.234	255.255.255.192	172.16.80.225	6C025E
	ACT	8100-10022	17	SOC09101	172.16.80.236	255.255.255.192	172.16.80.225	
	Gate	2100-10034-1	94	EC091EP				
	Gate	2100-10034-2	43	RVG09106	172.16.80.233	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	11	RVG09105	172.16.80.232	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	20	RVG09104	172.16.80.231	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	38	RVG09103	172.16.80.230	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	13	RVG09102	172.16.80.229	255.255.255.192	172.16.80.225	
Gate	2100-10034-3	124	SAG09101	172.16.80.228	255.255.255.192	172.16.80.225		
West Portal Out Bound	TVM	1100-10023-1	1020	TVM09201	172.16.80.243	255.255.255.192	172.16.80.225	6C024F
	ACT	8100-10022	9	SOC09201	172.16.80.244	255.255.255.192	172.16.80.225	
	Gate	2100-10034-3	110	SAG09201	172.16.80.237	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	66	RVG09202	172.16.80.238	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	26	RVG09203	172.16.80.239	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	69	RVG09204	172.16.80.240	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	75	RVG09205	172.16.80.241	255.255.255.192	172.16.80.225	
	Gate	2100-10034-2	61	RVG09206	172.16.80.242	255.255.255.192	172.16.80.225	
	Gate	2100-10034-1	98	EC092EP				
Transbay	TVM	1100-10023-1	1022	TVM14101	172.16.81.40	255.255.255.224	172.16.81.33	6C027E
	TVM	1100-10023-1	1029	TVM14102	172.16.81.41	255.255.255.224	172.16.81.33	6C0252
	TVM	1100-10023-2	2002	TVM14103	172.16.81.42	255.255.255.224	172.16.81.33	6C0266
	TVM	1100-10023-1	1036	TVM14104	172.16.81.43	255.255.255.224	172.16.81.33	6C0285

Station	Equip Type	Part Number	Serial Number	Device ID	IP Address	Subnet Mask	Gateway	SAM
Yerba Buena Moscone Center	TVM	1100-10023-1	1043	TVM12201	172.16.82.71	255.255.255.192	172.16.82.65	6C05AB
	TVM	1100-10023-2	2015	TVM12202	172.16.82.72	255.255.255.192	172.16.82.65	6C05AD
	TVM	1100-10023-2	2014	TVM12203	172.16.82.73	255.255.255.192	172.16.82.65	6C067D
	TVM	1100-10023-1	1041	TVM12204	172.16.82.74	255.255.255.192	172.16.82.65	6C067E
	ACT	8100-10022		SOC12201	172.16.82.75	255.255.255.192	172.16.82.65	
	Gate	2100-10034-1	131	EC122ES				
	Gate	2100-10034-2	151	RVG12205	172.16.82.84	255.255.255.192	172.16.82.65	6F0255
	Gate	2100-10034-2	145	RVG12206	172.16.82.85	255.255.255.192	172.16.82.65	6F0257
	Gate	2100-10034-3	156	RVG12207	172.16.82.86	255.255.255.192	172.16.82.65	6F03E1
	Gate	2100-10034-1	134	EC122EP				
	Gate	2100-10034-2	152	SAG12201	172.16.82.80	255.255.255.192	172.16.82.65	6F03DE
	Gate	2100-10034-2	142	RVG12202	172.16.82.81	255.255.255.192	172.16.82.65	6F03D3
	Gate	2100-10034-2	137	RVG12203	172.16.82.82	255.255.255.192	172.16.82.65	6F0258
Gate	2100-10034-3	160	RVG12204	172.16.82.83	255.255.255.192	172.16.82.65	6F03E2	
Union Square / Market Street - North	TVM	1100-10023-1	1044	TVM10201	172.16.82.6	255.255.255.192	172.16.82.1	6C0680
	TVM	1100-10023-2	2010	TVM10202	172.16.82.7	255.255.255.192	172.16.82.1	6C05B2
	TVM	1100-10023-2	2009	TVM10203	172.16.82.8	255.255.255.192	172.16.82.1	6C05B0
	TVM	1100-10023-1	1038	TVM10204	172.16.82.9	255.255.255.192	172.16.82.1	6C0681
	Gate	2100-10034-3	155	SAG10201	172.16.82.20	255.255.255.192	172.16.82.1	6F03DA
	Gate	2100-10034-2	143	RVG10202	172.16.82.21	255.255.255.192	172.16.82.1	6F03D8
	Gate	2100-10034-2	140	RVG10203	172.16.82.22	255.255.255.192	172.16.82.1	6F03D7
	Gate	2100-10034-2	141	RVG10204	172.16.82.23	255.255.255.192	172.16.82.1	6F03DD
	Gate	2100-10034-2	139	RVG10205	172.16.82.24	255.255.255.192	172.16.82.1	6F03E7
Union Square / Market Street - Center	TVM	1100-10023-1	1039	TVM10401	172.16.82.10	255.255.255.192	172.16.82.1	6C0682
	TVM	1100-10023-2	2007	TVM10402	172.16.82.11	255.255.255.192	172.16.82.1	6C05AE
	ACT	8100-10022		SOC10401	172.16.82.12	255.255.255.192	172.16.82.1	
	Gate	2100-10034-3	157	SAG10401	172.16.82.25	255.255.255.192	172.16.82.1	6F03D4
	Gate	2100-10034-2	138	RVG10402	172.16.82.26	255.255.255.192	172.16.82.1	6F0336
	Gate	2100-10034-1	128	EC104CN				
	Gate	2100-10034-1	132	EC104CS				
	Gate	2100-10034-2	149	SAG10404	172.16.82.27	255.255.255.192	172.16.82.1	6F03E0
Union Square / Market Street - South	TVM	1100-10023-1	1040	TVM10601	172.16.82.13	255.255.255.192	172.16.82.1	6C067F
	TVM	1100-10023-2	2011	TVM10602	172.16.82.14	255.255.255.192	172.16.82.1	6C05AF
	TVM	1100-10023-2	2012	TVM10603	172.16.82.15	255.255.255.192	172.16.82.1	6C05AA
	TVM	1100-10023-1	1045	TVM10604	172.16.82.16	255.255.255.192	172.16.82.1	6C05B1
	Gate	2100-10034-1	158	EC106Sth				
	Gate	2100-10034-2	159	RVG10605	172.16.82.29	255.255.255.192	172.16.82.1	6F03D5
	Gate	2100-10034-2	146	RVG10604	172.16.82.30	255.255.255.192	172.16.82.1	6F03DC
	Gate	2100-10034-2	153	RVG10603	172.16.82.31	255.255.255.192	172.16.82.1	6F03DB
	Gate	2100-10034-2	150	RVG10602	172.16.82.32	255.255.255.192	172.16.82.1	6F02A1
	Gate	2100-10034-3	154	SAG10601	172.16.82.33	255.255.255.192	172.16.82.1	6F0259
Chinatown	TVM	1100-10023-1	1042	TVM11101	172.16.82.135	255.255.255.192	172.16.82.129	6C067C
	TVM	1100-10023-2	2013	TVM11102	172.16.82.136	255.255.255.192	172.16.82.129	6C05AC
	TVM	1100-10023-2	2008	TVM11103	172.16.82.137	255.255.255.192	172.16.82.129	6C05BA
	TVM	1100-10025-1	1011	TVM11104	172.16.82.138	255.255.255.192	172.16.82.129	6C028E
	ACT	8100-10022		SOC11101	172.16.82.139	255.255.255.192	172.16.82.129	
	Gate	2100-10034-1	129	EC111CP				
	Gate	2100-10034-2	148	RVG11106	172.16.82.145	255.255.255.192	172.16.82.129	6F03D6
	Gate	2100-10034-2	136	RVG11105	172.16.82.144	255.255.255.192	172.16.82.129	6F03D9
	Gate	2100-10034-2	144	RVG11104	172.16.82.143	255.255.255.192	172.16.82.129	6F0254
	Gate	2100-10034-2	135	RVG11103	172.16.82.142	255.255.255.192	172.16.82.129	6F03E5
	Gate	2100-10034-2	147	RVG11102	172.16.82.141	255.255.255.192	172.16.82.129	6F03DF
Gate	2100-10034-3	161	SAG11101	172.16.82.140	255.255.255.192	172.16.82.129	6F03E3	

**Appendix B
Calculation of Charges**

Second Line Equipment Maintenance and Bench Repair Costs

Year 1

Monthly Rates				
Task Description	Resource Description	Hours	Rate	Price
WBS 1000 - Program Management				
	Contracts Manager	31.2	\$250.32	\$7,810.11
	Project Accountant	31.2	\$94.35	\$5429.84
WBS 9000 - 12 Month Maintenance				
2nd/3rd Line Maint- Maintenance Supervisor	Field Service Manager	36	\$226.39	\$8150.08
2nd/3rd Line Maint- week days – 1 st shift	Maintenance Technician-PW1	2076	\$168.74	\$350,301.94
2nd/3rd Line Maint- weekdays – 2 nd Shift	Maintenance Technician- PW1S	2076	\$179.48	\$372,606.92
2nd/3rd Line Maint- Saturday and overtime	Maintenance Technician-PW2	408	\$228.96	\$93,417.17
2nd/3rd Line Maint- Sunday	Maintenance Technician-PW3	408	\$289.18	\$117,984.01
MONTHLY TOTAL		5066.4		\$79,641.68
YEAR 1 TOTAL				\$955,700.06

Year 2

Monthly Rates				
Task Description	Resource Description	Hours	Rate	Price
WBS 1000 - Program Management				
	Contracts Manager	31.2	\$260.34	\$8,122.51
	Project Accountant	31.2	\$98.12	\$5647.04
WBS 9000 - 12 Month Maintenance				
2nd/3rd Line Maint- Maintenance Supervisor	Field Service Manager	36	\$235.45	\$8476.08
2nd/3rd Line Maint- week days – 1 st shift	Maintenance Technician-PW1	2076	\$173.80	\$360,811.00
2nd/3rd Line Maint- weekdays – 2 nd Shift	Maintenance Technician- PW1S	2076	\$184.87	\$383,785.13
2nd/3rd Line Maint- Saturday and overtime	Maintenance Technician-PW2	408	\$235.83	\$96,219.68
2nd/3rd Line Maint- Sunday	Maintenance Technician-PW3	408	\$297.85	\$121,523.53
MONTHLY TOTAL		5066.4		\$82,048.75
YEAR 2 TOTAL				\$984,584.96

Appendix C
Contractor's Preventative Maintenance Schedule

1. Faregate Preventative Maintenance Schedule

Item	Schedule
Exterior surfaces	As required
Cabinet interior	30 days
Clean aisle sensors	24,000 cycles or 30 days
Check battery status	Monthly
Replace battery	3 years
Inspect electronic components	Monthly
Lock mechanisms	2 months
Replace Tri-Reader (battery)	3 years
SBC (battery)	3 years
Fans	30 days

2. TVM Preventative Maintenance Schedule

Module	Interval	Item	Action
TVM Cabinet	As required	Exterior	Visual inspection and cleaning of exterior surfaces and units.
TVM Cabinet	60 days	Interior	Inspect and clean interior, check moving cabinet parts, lubricate as needed.
PIN pad	60 days	Unit	Clean and inspect PIN pad.
Soft keys	60 days	Button	Clean and inspect soft keys.
Dip Reader	60 days	Unit	Clean and inspect DIP reader.
TVM Cabinet	180 days	Locks Exterior & Interior	Check exterior and interior locks to ensure proper operation, lubricate as needed.
SCT	50,000 cycles or 90 days	Transport	Clean feed rollers and optical sensors. Inspect and test transport mechanisms. Blow out lint and dust.
SCRST	144,000 transactions or 180 days	Transport	Visually inspect all belts, rollers, and bearings in transport for wear and oil or grease around bearings, if noted, return field unit to shop for overhaul.
SCRST	24,000 transactions or 30 days	Sensors	Clean SCRST sensors.

Module	Interval	Item	Action
SCRST	24,000 transactions or 30 days	Ticket Path	Clean belts and rollers with an isopropyl alcohol and cleaning card.
SCRST	180 days	Combiner	Visually inspect all rollers and bearings in transport for wear. Clean rollers as necessary.
BHU	30 days	Surfaces, belts, rollers and bill path	Visually inspect the BHU mechanisms. Clean the bill insertion slot.
Coin system	30 days	All coin paths	Visually inspect and clean all coin paths.
LCD	30 days	Monitor surface	Clean the monitor screen.
Receipt Printer	30 days	Printhead	Use cleaning card to clean printhead.

Appendix D Equipment Maintenance Request Report

SFMTA Metrix Ticket Status						
METRIX 4 - Ticket Status						
DATE CREATED	TICKET#	TASK STATUS	PLACE NAME	DEVICE	PROBLEM DESCRIPTION	COMPLETED
10/16/2020	615207	COMPLETE	SF MUNI BUS	CID1B	SFM8647 Out: 0x00611140 In: 0x00612037 Case broken	10/16/2020
10/16/2020	615209	COMPLETE	SF MUNI BUS	DC CID1A	SFM6631 Out: 0x00632241 In: 0x0063275A Antenna broken	10/16/2020
10/16/2020	615212	COMPLETE	SF MUNI BUS	DC CID1A	SFM5728 Out: 0x0063220F In: 0x00631038 Antenna broken	10/16/2020
10/16/2020	615214	COMPLETE	SF MUNI BUS	DC CID1A	SFM5717 Out: 0x0063250C In: 0x0063211E Will not boot	10/16/2020
10/16/2020	615217	COMPLETE	SF MUNI BUS	CID1B	SFM5878 Out: 0x0061256C In: 0x006129DC DC NOT RESPONDING	10/16/2020
10/16/2020	615219	COMPLETE	SF MUNI BUS	DC CID1A	SFM5868 Out: 0x0063116A In: 0x00632524 Display blank/off	10/16/2020
10/16/2020	615221	COMPLETE	SF MUNI BUS	CID1B	SFM8869 Out: 0x0061246C In: 0x00612923 Case broken	10/16/2020
10/16/2020	615224	COMPLETE	SF MUNI BUS	DC CID1A	SFM7228 Out: 0x00632BF3 In: 0x006328DA High UD	10/16/2020
10/16/2020	615226	COMPLETE	SF MUNI BUS	DC CID1A	SFM5723 Out: 0x0063295C In: 0x006325BC CD NOT ACTIVATED	10/16/2020
10/16/2020	615240	COMPLETE	SF MUNI BUS	DC CID1A	SFM5880 Out: 0x00632857 In: 0x00632968 TDS not connecting	10/16/2020
10/16/2020	615242	COMPLETE	SF MUNI BUS	CID1B	SFM6639 Out: 0x0061216C In: 0x006121DA CID not reporting	10/16/2020
10/16/2020	615244	COMPLETE	SF MUNI BUS	DC CID1A	SFM5845 Out: 0x00632563 In: 0x00631012 Will not boot	10/16/2020
10/16/2020	615247	COMPLETE	SF MUNI BUS	CID1B	SFM6597 Out: 0x006124E0 In: 0x0061112C Case broken	10/16/2020
10/16/2020	615249	COMPLETE	SF MUNI BUS	CID1B	SFM6611 Out: 0x00612C08 In:	10/16/2020

SFMTA Metrix Ticket Status						
METRIX 4 - Ticket Status						
DATE CREATED	TICKET#	TASK STATUS	PLACE NAME	DEVICE	PROBLEM DESCRIPTION	COMPLETED
					0x00612971 No failure description	
10/16/2020	615251	COMPLETE	SF MUNI BUS	DC CID1A	SFM6632 Out: 0x00631041 In: 0x006324EC No failure description	10/16/2020
10/16/2020	615253	COMPLETE	SF MUNI BUS	DC CID1A	SFM6687 Out: 0x0063250A In: 0x0063227E No failure description	10/16/2020
10/16/2020	615255	COMPLETE	SF MUNI BUS	DC CID1A	SFM6621 Out: 0x00631067 In: 0x00631048 No failure description	10/16/2020
10/16/2020	615257	COMPLETE	SF MUNI BUS	CID1B	SFM5879 Out: 0x00612ED3 In: 0x0061206B Will not boot	10/16/2020
10/16/2020	615259	COMPLETE	SF MUNI BUS	DC CID1A	SFM6684 Out: 0x006328DE In: 0x00632391 Antenna broken	10/16/2020
10/16/2020	615261	COMPLETE	SF MUNI BUS	DC CID1A	SFM5788 Out: 0x00632667 In: 0x006321EB PRIM CID DOWN	10/16/2020
10/16/2020	615263	COMPLETE	SF MUNI BUS	DC CID1A	SFM8516 Out: 0x00632683 In: 0x0063201C Antenna broken	10/16/2020
10/16/2020	615265	COMPLETE	SF MUNI BUS	DC CID1A	SFM5842 Out: 0x0063219B In: 0x00632B48 Display blank/off	10/16/2020
10/16/2020	615267	COMPLETE	SF MUNI BUS	CID1B	SFM6595 Out: 0x006126C0 In: 0x006110D6 Case broken	10/16/2020
10/16/2020	615269	COMPLETE	SF MUNI BUS	CID1B	SFM8646 Out: 0x00612930 In: 0x006128D2 Case broken	10/16/2020
10/16/2020	615271	COMPLETE	SF MUNI BUS	CID1B	SFM8720 Out: 0x00612719 In: 0x00612C90 Case broken	10/16/2020