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

Second Amendment

Contract No. SFMTA-2023-24

THIS SECOND AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **Nomad Transit, LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. City and Contractor have entered into the Agreement (as defined below).

B. On March 15, 2026, City and Contractor executed the First Amendment to exercise the first option to extend the term of the Agreement by one year until March 15, 2027, and update standard contractual clauses.

C. City and Contractor now desire to modify the Agreement on the terms and conditions set forth herein to (i) extend the term of the Agreement until March 15, 2028; (ii) increase the contract amount by $2,538,008.00 for a modified contract amount of $6,880,000.00 to compensate Contractor for the additional services it will provide during the modified term of the Agreement; (iii) update the SFMTA's contact information for notices in Section 4.14 and 11.1; (iv) add an inadvertently omitted clause regarding the applicability of federal drug and alcohol testing requirements; (v) add Article 17 to the Agreement to allow City to elect to lease vehicles to Contractor; (vi) amend Appendix A to reflect modifications to the Scope of Services; (vii) revise Appendix C to reflect the increase in the contract amount; and (viii) update standard contractual clauses.

D. Contractor was competitively selected pursuant to a Request for Proposals entitled RFP No. SFMTA-2023-24: Bayview-Hunters Point Community On-Demand Shuttle Service, issued through Sourcing Event ID SFGOV-0000008612 and this Amendment is consistent with the terms of the RFP and the awarded Contract.

E. This is a contract for Services and the Local Business Enterprise (LBE) subcontracting participation requirement for the Services has been waived pursuant to waiver 14BPREBID0001610 and this Amendment is consistent with that waiver.

F. This Amendment is consistent with an approval obtained from the City's Civil Service Commission under PSC number DHRPSC0003244 approved on October 9, 2026, in the amount of $8,000,000 for the period of 45 months.

NOW, THEREFORE, the Parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated July 24, 2024, between Contractor and the City, as amended by the:

First Amendment, dated March 15, 2026.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is modified as follows:

2.1 Article 2: Term of the Agreement. Article 2 of the Agreement currently reads as follows:

> **2.1** The term of this Agreement shall commence on the Effective Date and expire March 15, 2027, unless earlier terminated as otherwise provided herein.
>
> **2.2** The City has one option to renew the Agreement for a period of one year. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

Such section is hereby amended in its entirety to read as follows:

> **2.1** The term of this Agreement shall commence on the Effective Date and expire March 15, 2028, unless earlier terminated as otherwise provided herein.
>
> **2.2** Reserved.

2.2 Section 3.3.1: Calculation of Charges. Section 3.3.1 of the Agreement currently reads as follows:

> **3.3.1 Calculation of Charges**. Contractor shall provide an invoice to the SFMTA for Services completed (including SaaS Services and goods delivered, if any) in the immediately preceding month, unless a different schedule is set out in Appendix C (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed Four Million Three Hundred Forty-One Thousand Nine Hundred and Ninety-Two Dollars

($4,341,992). The breakdown of charges associated with this Agreement appears in Appendix C. As described in Appendix C, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

Such section is amended in its entirety to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA for Services completed (including SaaS Services and goods delivered, if any) in the immediately preceding month, unless a different schedule is set out in Appendix C (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed Six Million Eight Hundred Eighty Thousand Dollars ($6,880,000). The breakdown of charges associated with this Agreement appears in Appendix C. As described in Appendix C, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 Section 4.14 Project Managers; Services Contractor Agrees to Perform.

Section 4.14 of the Agreement currently reads as follows:

4.14 Project Managers; Services Contractor Agrees to Perform

Contractor and the SFMTA shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. PT, Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement between the SFMTA and Contractor. Contractor shall use its best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if Contractor needs to replace its Project Manager, Contractor shall provide the SFMTA written notice thereof at least 45 Days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, Contractor will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Contractor shall notify the SFMTA in advance of any such temporary appointments. The SFMTA may require Contractor to replace its Project Manager by giving Contractor notification and the City's objective reasons for the replacement.

Contractor's Project Manager: Joe Martin

Partner Success Manager
400 Montgomery St., Floor 4
San Francisco, CA 94104
joe.martin@ridewithvia.com
(804) 986-9292

SFMTA's Project Manager: **Robert Lim**
SFMTA Program Manager, Streets Division
SFMTA
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com
(415) 646-2403

Such section is amended in its entirety to read as follows:

4.14 Project Managers; Services Contractor Agrees to Perform

Contractor and the SFMTA shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. PT, Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement between the SFMTA and Contractor. Contractor shall use its best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if Contractor needs to replace its Project Manager, Contractor shall provide the SFMTA written notice thereof at least 45 Days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, Contractor will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Contractor shall notify the SFMTA in advance of any such temporary appointments. The SFMTA may require Contractor to replace its Project Manager by giving Contractor notification and the City's objective reasons for the replacement.

Contractor's Project Manager: **Ben Latham**
Partner Success Manager
400 Montgomery St., Floor 4
San Francisco, CA 94104
ben.latham@ridewithvia.com
(804) 986-9292

SFMTA's Project Manager: **Javaun Garcia**
SFMTA Program Manager, Streets Division

SFMTA
1 South Van Ness, 7th Floor
San Francisco, CA 94103
javaun.garcia@sfmta.com
(415) 646-4947

2.4 Section 10.10: Alcohol and Drug-Free Workplace. Section 10.10 currently reads as follows:

> **10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
>
> Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the California Drug-Free Workplace Act of 1990, Cal. Gov. Code, § 8350 et seq.

Such section is amended in its entirety to read as follows:

> **10.10 Alcohol and Drug-Free Workplace.**
>
> **10.10.1** 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.

10.10.2 Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and California Drug-Free Workplace Act of 1990 (Cal. Gov. Code, § 8350 et seq).

10.10.3 To the extent Contractor, its subcontractors or their employees perform a safety sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

2.5 Section 11.1: Notices to the Parties. Section 11.1 of the Agreement currently reads as follows:

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: Robert Lim
SFMTA Program Manager
Streets Division
San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com

To Contractor: Alex Lavoie
Manager – Nomad Transit, LLC
114 Fifth Avenue, Floor 17
New York, NY 1001
alex@ridewithvia.com

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

Such section is amended in its entirety to read as follows:

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: Javaun Garcia
SFMTA Program Manager, Streets Division
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
javaun.garcia@sfmta.com

To Contractor: Alex Lavoie
Manager – Nomad Transit, LLC
114 Fifth Avenue, Floor 17
New York, NY 1001
alex@ridewithvia.com

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

2.6 Appendix A (Scope of Services). Appendix A is replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1 which is a correct and updated version.

2.7 Appendix C (Calculation of Charges). Appendix C is replaced in its entirety by Appendix C-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix C-1 which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is modified as follows:

3.1 Article 1: Definitions. The following definitions are added to the Agreement in Article 1 (Definitions). If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:

- "**Artificial Intelligence**" or "**Artificial Intelligence Model**" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.
- "**Artificial Intelligence System**" means a machine-based system that is designed to operate with varying levels of autonomy and that exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- "**City Data**" means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.
- "**Confidential Information**" means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.
- "**Deliverable Data**" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.
- "**Generative Artificial Intelligence**" means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence's training data.
- "**Personal Identifiable Information (PII)**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 Section 3.6: Prevailing Wages. Section 3.6 of the Agreement is replaced in its entirety to read as follows:

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into 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, as such prevailing wage rates may be changed during the term of this Agreement, are incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement (OLSE) and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

3.6.4 Job Site Notices and Records. Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered

Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their 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 perform 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.

3.6.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

3.6.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract 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 the San

Francisco Labor and Employment Code and/or California Labor Code Section 1775. 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.

3.3 Section 4.6: Assignment. Section 4.6 of the Agreement is replaced in its entirety to read as follows:

4.6 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in accordance with City law and SFMTA policies, including but not limited to the Contract Approval and Delegation Policy. Any purported assignment made in violation of this provision shall be null and void.

3.4 Section 11.2.1: Compliance with Laws Requiring Access for People with Disabilities. Section 11.2.1 is added to the Agreement*:*

11.2.2 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications. Contractor shall ensure that all website and mobile application content provided under this Agreement fully conforms to the Department of Justice's Title II rules, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

3.5 Article 13: Data and Security. Article 13 is replaced in its entirety to read as follows:

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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 used to process, transmit or store cardholder data and / or connect with the cardholder data environment (CDE) are required to support City by ensuring services and products deployed in accordance with vendor instruction will not prevent the City from implementing controls mandated by the Payment Card Industry Data Security Standard (PCI DSS) requirements and, are subject to the following requirements:

13.2.1 To the extent Contractor is deemed to be a Service Provider, as that term is defined by the PCI DSS, Contractor shall provide the City with a copy of a valid, compliant and executed Attestation of Compliance (AOC) associated with a Report on Compliance (ROC) applicable to the products and /or services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

13.2.2 The Contractor who processes, stores or transmits cardholder data on behalf of City shall comply with evolving payment brand specifications and with security programs such as and without limitation Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 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 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold 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 by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project

on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Contractor may use Artificial Intelligence for the provision of the Services, including, vehicle routing and assignment, driver scheduling, service design, and customer service, provided, however, that no City Data may be used by Contractor to train, modify or improve any third party Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For the purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-relate purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor may use Generative AI for the provision of the Services, including vehicle routing and assignment, driver scheduling, service design, and customer service, however, Contractor is prohibited from using third-party Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to, or collected or created 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, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data

from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within 5 Days of the disposal. 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 most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (CRA) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

3.6 Article 17: Lease of City Vehicles. Article 17 is added to the Agreement to read as follows:

17.1 Applicability. City may elect to lease vehicles to Contractor for Contractor's use in providing the shuttle services described in Appendix A-1. This Article shall only apply if City makes such election. Such election is at the City's sole

and absolute direction. City may elect to lease vehicles to Contractor at any time until the expiration or termination of the Agreement.

17.2 Vehicles. Vehicles that City elects to lease to Contractor shall be incorporated into this Agreement by amendment following the procedures described in Section 11.5 (Modification).

17.2 Title. Titles for each City-owned vehicle shall remain with the City at all times.

17.3 No Commitment. The City's decision to lease vehicles under this Article 17 is discretionary and is not a commitment to maintain any particular fleet size or to meet the total number of vehicles described in Appendix C-1.

17.4 Conditions Precedent to Possession of Vehicles. Contractor shall not be entitled to possession of a City-owned vehicle until Contractor has delivered to SFMTA verification of Commercial Automobile Liability Insurance covering that vehicle, consistent with Section 17.9 below and Article 5 (Insurance) of the Agreement.

17.5 Obligations of Contractor. With respect to each City-owned vehicle, Contractor shall:

(a) Maintain and repair the vehicle in safe and reliable condition at Contractor's own cost, consistent with the maintenance standards applicable to Contractor-owned vehicles under this Agreement.

(b) Operate the vehicle in a safe manner consistent with all applicable federal, state, and local laws.

(c) Report to SFMTA within seven days any occurrences preventing compliance with this section.

(d) Permit the SFTMA to inspect and audit maintenance records for the vehicle.

17.6 Use of Vehicles. City-owned vehicles shall be used solely for providing the shuttle services described in Appendix A-1.

17.7 Transfer of Vehicles. Contractor shall not transfer or otherwise dispose of any City-owned vehicle.

17.8 Return of Vehicles. Within five days after the expiration or termination of this Agreement, Contractor shall deliver the vehicles in good working condition and in good repair to City or City's authorized representative at a location to be designated by the City.

17.9 Insurance. During the full term of the lease of any vehicle to Contractor by City, Contractor shall maintain Commercial Automobile Liability Insurance covering that vehicle consistent with Article 5 (Insurance) of the Agreement, and including physical damage coverage for the actual value of the vehicle at the time of loss, with the City and

County of San Francisco, its Officers, Agents, and Employees named as an additional insured and loss payee. Contractor shall be responsible for payment of any and all insurance deductibles.

17.10 Insolvency. Any City-owned vehicle in Contractor's possession shall be immediately returned to SFMTA upon the bankruptcy, reorganization (within the meaning of the Bankruptcy Code), dissolution, or liquidation of Contractor.

Article 4 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

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

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	**CONTRACTOR**
San Francisco **Municipal Transportation Agency**	**Nomad Transit, LLC**
_____ Julie B. Kirschbaum Director of Transportation Authorized By: Municipal Transportation Agency Board of Directors Resolution No: _____ Adopted: _____ Attest: _____ Secretary to the Board Approved as to Form: David Chiu City Attorney By: _____ Lillian A. Levy Deputy City Attorney	_____ Matthew Levine Manager 114 Fifth Avenue, Floor 17 New York, NY 10011 City Supplier Number: 0000053952

4924-7526-9854, v. 1

Appendices:

Appendix A-1: Scope of Services

Appendix C-1: Calculation of Charges

Appendix A-1
Scope of Services

I. Background

The Bayview Community Shuttle Project (Project) is a pilot project funded by the California Air Resources Board (CARB) through their Sustainable Transportation Equity Project (STEP) Program to provide on-demand shuttle for the Bayview-Hunters Point community. The Project responds to the following community needs identified in the Bayview Community Based Transportation Plan (adopted in 2020):

- Bring a community shuttle program back to Bayview-Hunters Point;
- Connect residents to regional transit, jobs, and other critical destinations;
- Create sustainable jobs in Bayview-Hunters Point;
- Improve mobility options, especially for low-income residents, youth, and seniors; and
- Community decision-making & community control.

The overarching purpose of the STEP Program is to increase transportation equity in disadvantaged and low-income communities throughout the state.

In order to achieve the goals of the Project, Contractor was selected to provide a turnkey microtransit on-demand shuttle service and mobile ride reservation application service for San Francisco's Bayview-Hunters Point neighborhood.

II. Description of Services

Contractor shall provide all technology and software, supplies and materials, equipment, and labor and personnel, including, without limitation, drivers, supervisors, mechanics, and dispatchers, required to develop, launch, market, operate, manage, and maintain the Project for the contract term (collectively, the Services). All vehicles shall be provided by Contractor, unless SFMTA elects to own and lease vehicles to Contractor as set forth in Article 17 Lease of Vehicles. Contractor's employees shall possess valid permits, licenses, approvals, certificates, and training, as required by applicable law; Contractor's drivers will be registered with the California Department of Motor Vehicles' Employer Pull Notice (EPN) Program. Contractor will obtain and maintain current for the contract term all insurance, permits, franchises, approvals, licenses, certificates, and other authorizations necessary to provide the Services.

For clarity, consistent with the Agreement's existing subcontracting arrangements, all driver services and day-to-day shuttle operations under this Agreement are being provided through the same subcontractor previously engaged by Contractor, and Contractor remains fully responsible for those subcontracted services.

Services Contractor shall perform has been organized into service classes as follows:

A. Project Development;

B. Service Planning and Design;

C. Service Operations and Management; and

D. Reporting and Evaluation.

A. Project Development

The Project Development service class includes tasks related to (1) Project Management, (2) Project Work Plan/Schedule, (3) Data Management, Reporting, Cybersecurity Plan, and Technology Requirements, and (4) Shuttle Software/Technology Solution, as described below.

1. Project Management

Contractor shall perform certain Project Management tasks, as described below.

a. Project Manager: Provide a project manager that shall be dedicated full time to the Project and serve as Contractor's single point of contact for the SFMTA. The project manager shall be responsible for developing deliverables.

b. Project Meetings: At a minimum, the following project meetings shall be required.

1) **Kickoff Meeting:** Within 15 working days of the notice to proceed (NTP), Contractor shall provide an agenda for and attend kick-off meeting with the SFMTA and community partners from the Bayview-Hunters Point. At a minimum, agenda topics shall include Project requirements, roles, and responsibilities, and schedules for upcoming meetings and required participation.

Deliverable: (A.1.b.1) Kick-Off Meeting Agenda

2) **Community Congress Meetings:** Attend quarterly meetings of the Project's Community Congress, the oversight and decision-making body for implementation of the Project. Serve as a member in Community Congress' overall Project Steering Committee and the Community Shuttle Committee. Participation in the Project Steering Committee requires attendance at semi-annual planning meetings (mid- and end-of-year) to evaluate Project impacts and coordinate upcoming activities. Participation in the Community Shuttle Committee requires reporting on the Project's outreach & engagement efforts, implementation of Project's shuttle service, education and marketing efforts,

and addressing feedback from customers and other members of the public about the Project.

Deliverable(s): (A.1.b.2) Attendance at Community Congress Quarterly Meetings
(A.1.b.3) Reports to Community Congress
(A.1.b.4) Attendance at semi-annual Project Steering Committee planning meetings

3) **Project Update Meetings**: Host regularly scheduled meetings to provide updates on the Project's progress with respect to development and implementation, and coordinate with the SFMTA on upcoming, planned activities. Contractor will share analysis and updates for the UCI-CARB quarterly survey's disbursement and results, a monthly data report, and the CARB Annual Report. At minimum, schedule and hold Project update meetings as follows: (a) once per week until the launch of revenue service for the Project; (b) once per week for the eight to 12 weeks following the launch of revenue service for the Project; and (c) bi-weekly for the remainder of the contract term. (The SFMTA and Contractor may adopt a reduced meeting schedule if agreed to in writing.) Contractor shall document and track action items and provide meeting summaries after each meeting.

Deliverable(s): (A.1.b.5) Host Project Update Meetings
(A.1.b.6) Project Update Meeting Minutes
(A.1.b.7) Survey Results
(A.1.b.8) CARB Annual Data Report

4) **Hiring Information Sessions** Host quarterly info sessions open to the public to provide updates on current staffing levels, answer hiring questions, and promote driver positions. Dates for information sessions should be shared with the SFMTA Project Manager in advance and promoted to the public through community partner networks. Hiring information sessions shall commence upon notice from the SFMTA Project Manager to begin sessions and proceed until November 2027.

Deliverable(s): (A.1.b.9) Host Hiring Informational Sessions Project Work Plan and Schedule

2. Project Work Plan and Schedule

Within 10 working days of NTP and before the Kickoff Meeting, Contractor shall submit to the SFMTA, for review and approval, a Work Plan and Schedule to implement the Project and commence revenue service. At minimum, the Work Plan and Schedule shall include:

a. Project tasks (including any subtasks and individual activities) and schedule, including any of SFMTA's responsibilities;
b. Pre-planning activities, required software/technology solution, materials and equipment, with lead time and training activities;
c. A list of project deliverables due to the SFMTA and their corresponding due dates, including SFMTA review times, and variables that may impact schedule; and
d. A quality plan for the Project detailing quality control and quality assurance activities.

Deliverable: (A.2) Project Work Plan and Schedule

3. Data Management, Reporting, Cybersecurity Plan, and Technology Requirements

Within 30 working days of NTP, Contractor shall submit to the SFMTA, for review and approval, a Data Management, Reporting, and Cybersecurity Plan for data Contractor will collect, manage, and share in connection with the Project. Contractor shall share all data collected with SFMTA and CARB upon request. See also Section II.D (Reporting and Evaluation Plan).

The Parties shall confer in good faith on requirements additional to those in Article 13 of the Agreement governing any additional use of artificial intelligence in connection with the Services.

At minimum, the Data Management, Reporting, and Cybersecurity Plan shall include the following requirements:

a. **Security:** Contractor's solutions shall be designed and built using security best practices, including test, development, and production. Contractor shall stay current on security best practices and implement such practices, as applicable, in SFMTA environments. Security best practices that must be implemented for the Project include:

1) User authentication shall be handled by SFMTA Active Directory. SAML authentication will also be supported for cloud solutions. MFA is required to access all SFMTA assets.

2) Appliances or any embedded devices need to be hardened and must be fully patched. Patching should be automated or fully documented during implementation.

3) All default passwords must be changed to adhere with the SFMTA Password Policy.

4) Data transfers across the Intranet must be encrypted and ideally internal traffic should be encrypted if possible.

5) Complete data flow diagrams must be provided showing all internal and external data transfers. Detailed diagrams must be provided for any firewall rules that include specific ports with destination IP addresses specified.

6) SFMTA reserves the right to conduct security scans at any time and will prior to final acceptance.

b. Servers: Where applicable, all server configurations shall be integrated into an appropriate SFMTA IT datacenter and must be reviewed by and approved by SFMTA IT to ensure proper integration.

1) All server configurations shall be virtual, SFMTA currently uses VMWare for the virtual environment. Application-specific physical hardware is not supported or permitted.

2) Operating systems must be current and supportable for the anticipated life of the application. Windows and Red Hat are our preferred operation systems.

3) Security best practices will be applied to all servers.

a. Patching will be performed automatically on a monthly basis.

b. SFMTA will install our standard av and endpoint security solution. Vendor is responsible for providing file/folder exclusion and or special requirements.

c. Remote control or remote access will only be permitted using SFMTA approved methods that adhere to our policy.

d. Password complexity will be required and default passwords need to be reset. Accounts will be set up in Active Directory and local IDs will be discouraged and need to be approved by SFMTA.

c. Databases: Where applicable, all database configurations shall be integrated into SFMTA IT's database architecture and must be reviewed by and approved by SFMTA IT to ensure proper integration. Database-specific physical hardware is not supported or permitted.

d. Middleware and Data Integration: Where applicable, the SFMTA utilizes a middleware platform to ensure scalable and reusable data integrations between technology systems and to our data warehouse. Utilizing both RESTful services and messaging queues as appropriate for the project, the SFMTA IT expects integration points from vendors to REST APIs communicating over https with XML or JSON.

e. GIS and Spatial Data: The SFMTA requires submission of as-built and any other geospatial data in the WGS84 geo-referenced coordinate system for new or modified infrastructure. Accuracy and precision of geospatial submissions must be

reviewed and approved by SFMTA IT to ensure integration into our geospatial data store.

f. IP Networking: Where applicable, any device attached to the SFMTA Enterprise Network shall be configured for IPv4 via DHCP. Manually configured IPv4 addresses will not be permitted. IPv6 is not supported at this time. Any reference to any SFMTA Enterprise Network-attached device shall be by hostname. Configuration of any and all software will refer to SFMTA Enterprise Network-attached devices by hostname. Reference to or use of IPv4 addresses will not be permitted.

g. Third-Party Networks: Where applicable, third-party independent networks are not supported or permitted on the SFMTA Enterprise Network. Third-party routers or firewalls will not be supported or permitted. All SFMTA devices utilizing IP over Ethernet technology shall be connected only to SFMTA owned and supported network equipment meeting the appropriate SFMTA IT hardware specification standards.

Deliverable: (A.3) Data Management, Reporting, and Cybersecurity Plan

4. Shuttle Software/Technology Solution

Within 30 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, a Shuttle Software/Technology Solution that supports demand-responsive shuttle service management, operations, analysis, and reporting. The Shuttle Software/Technology Solution shall support multilingual (Spanish, Filipino, and Cantonese) call center operations, as well as mobile applications and website for customer ride booking.

At minimum, the Shuttle Software/Technology Solution shall provide for the following:

a. Features: The Shuttle Software/Technology Solution shall include a mobile platform and website with the following features:

1) Routing and dispatch of vehicles;

2) Remote real time monitoring and analytics for service operations;

3) Ride booking functionality that provides for advanced booking;

4) Operator-facing application;

5) Customer-facing application and website;

6) Dashboards for analysis and reporting of service operations available to the SFMTA;

7) Application shall apply user experience (UX) and user interface (UI) principles;

8) Customizations for riders with limited use of smartphone technology;

9) Customizations for riders with advanced use of smartphone technology;

10) Application Programing Interface (API) enabled to connect with SFMTA applications and website; and

11) Integration of real time arrival information within the smartphone application for nearby transit routes (Muni, Bay Area Rapid Transit (BART), Caltrain).

Deliverable: (A.4.a.1) Completed software/technology solution

b. Data Collection: Data collected must include applicable fields from CARB's STEP Implementation Grant Solicitation Appendix H: Data Collection Requirements, such as End User Experience (user demographics, number of unique users), Vehicle Specifications (vehicle and fueling equipment, purchase/lease cost), and Service Operation (trips taken, service hours and miles traveled by vehicle, average miles per kilowatt hour). The SFMTA and the Contractor will collaborate with CARB on finalizing the list of data to be collected and CARB must approve the final data collection plan.

Deliverable: (A.4.b.1) CARB approved final data collection plan

Deliverables	
A.1.b.1	Kick-off Meeting Agenda
A.1.b.2	Attendance at Community Congress Quarterly Meetings
A.1.b.3	Reports to Community Congress
A.1.b.4	Attendance at bi-annual Project Steering Committee planning meetings
A.1.b.5	Host Project Update Meetings
A.1.b.6	Project Update Meeting Minutes
A.1.b.7	Survey Results
A.1.b.8	CARB Annual Data Report
A.1.b.9	Host Informational Sessions
A.2	Project Work Plan and Schedule

A.3	Data Management, Reporting, and Cybersecurity Plan
A.4.a.1	Completed software/technology solution
A.4.b.1	CARB approved final data collection plan

B. Service Planning and Design

The Service Planning and Design service class includes tasks related to (1) Service Planning, (2) Service Marketing, (3) Mobile Ride Reservation Application, (4) Website, (5) Multilingual Call Center for Ride Reservation, (6) Fare Payments and Integration, (7) Vehicle Leasing or Procurement, (8) Vehicle Branding, and (9) Charging/Storage Infrastructure & Maintenance Facility, as described below.

The community shuttle service must be a zero-emission, wheelchair-accessible, on-demand, dynamic ridesharing service in the Bayview Hunters Point neighborhood that improves access and connections to regional transit, community services, school, work, basic amenities, and job opportunities.

1. Service Planning

Within 45 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, a Shuttle Revenue Service Plan to define the operational parameters of the shuttle service. Contractor will work with the SFMTA and community residents to develop and finalize the Revenue Service Plan.

The Revenue Service Plan shall include the following revenue service inputs:

- **a.** Geographic service area, including the selection of point destinations outside the immediate neighborhood;
- **b.** Service days;
- **c.** Hours of service;
- **d.** Distance traveled to meet ride pick-up; and
- **e.** Service frequency (targeted wait time for pickup).

The SFMTA has presented the following initial service plans to the community:

- **a.** Geographic service area, including the geographic boundaries of the Bayview-Hunters Point Neighborhood (approximately 4.5 square miles);[1]

[1] San Francisco Elections Citywide Neighborhood Map July 2022 (https://sfelections.sfgov.org/sites/default/files/Documents/Maps/Citywide%20Neighborhood%20Map%20July%202022_0.pdf)

b. Point destinations outside the immediate neighborhood, including San Francisco General Hospital, and 24th Street BART station;

c. Service days and hours of Monday-Friday 7 AM-7 PM, Saturday-Sunday 10 AM-6 PM, including adjusted service on holidays;[2]

d. Expected target pick up time of no more than 15 minutes;

e. Travel up to 1-2 blocks (approximately ¼ mile) to a rider defined start or end point; and

f. Accommodate riders of all ages, abilities, and purposes and provide door to door service to riders who may require extra assistance.

Contractor will work off the initial service plans above and provide insights on trade-offs and compromises between adjustments in the various inputs with respect to the project budget through facilitation of at least two community sessions to discuss a draft Revenue Service Plan and provide a forum for feedback.

At the conclusion of the service planning community exercise, Contractor will produce a service plan document for the Community Congress to review and adopt. This service plan document will include the proposed service area, hours of service, and service frequency.

After adoption of the Revenue Service Plan, Contractor may make minor service plan adjustments to improve service efficiency with the approval of the SFMTA Project Manager. Major service plan changes, as determined by the SFMTA Project Manager, including but not limited to changes to geographic service area, wait times, and service hours, will be brought for discussion at the quarterly Community Congress meetings for consideration and potential adoption. The major service plan change approval process will include the following:

a. A justification for the change, including any shuttle service metrics;

b. Evaluation of the impact of changes on service hours and quality;

c. Presentation to the Community Shuttle sub-committee of the Community Congress for initial round of feedback; and

d. Presentation to the Community Congress (including addressing feedback from sub-committee meeting) for consideration and potential adoption.

The Agency may also propose service plan changes to Contractor for evaluation and potential adoption. Any changes that Contractor does not adopt must be explained to the Agency.

Deliverable: (B.1) Finalized Shuttle Revenue Service Plan document

[2] City and County of San Francisco Holidays (https://sfgov.org/city-and-county-san-francisco-holidays)

2. Service Marketing

Contractor shall perform certain Service Marketing tasks as described below:

a. Outreach Plan – Within 45 working days of NTP, Contractor shall submit to the SFMTA, for review and approval, a comprehensive Communications, Outreach and Marketing Plan to drive awareness of the service and educate the public on how to use the service. The plan must be approved by the relevant Bayview-Hunters Point community-based organizations (CBOs) marketing partners and the Community Congress. The Bayview Community Shuttle has five CBO marketing partners: Hunters Point Family, Community Youth Center of San Francisco, MNC Inspiring Success – Evans Campus, the San Francisco African American Arts and Cultural District, and Amplify Impact. The Communications, Outreach and Marketing Plan shall include:

1) Methods to reach diverse and hard to reach community stakeholders;

2) Various marketing and promotional delivery programs, tools, content, messaging, and copy for use in any campaign delivery efforts;

3) Recommended distribution channels including ad locations and/or geo-targeting zones along with recommendations for digital and social media strategies. For those marketing deliverables that rely on the Agency's own channels (i.e., the SFMTA's website and social media pages), Contractor will work with the SFMTA's Communications team to ensure that created content meets SFMTA brand standards and accessibility standards.

4) Information on how to:

   a) Apply for a Clipper regional fare card and SFMTA fare discount programs for people with low-incomes;

   b) Register for a customer account;

   c) Download smartphone application;

   d) Use the call center;

   e) Pay for ride; and

   f) Where to connect to SFMTA's fixed transit routes.

5) A breakdown of estimated allocation of funds for customer promotion and referral programs

Deliverable: (B.2.a) Finalized Communications, Outreach and Marketing Plan

b. Marketing Materials and Activities – Contractor shall develop marketing materials best suited for engaging the customer base for the service. Materials

should be co-branded with SFMTA and CARB logos and receive approval from SFMTA and CARB prior to release.

Given the new nature of this mobility service and the steep learning curve on how to use the service, the Contractor in consultation with the CBO marketing partners (Hunters Point Family, Community Youth Center of San Francisco, MNC Inspiring Success – Evans Campus, the San Francisco African American Arts and Cultural District, and Amplify Impact) shall collaborate on a minimum of two in-person events per year to develop community interest in the service, educate the community about the service, and receive feedback from customers. The following questions should be answered and discussed at the in-person events:

1) What is the Bayview Community Shuttle?

2) Where can the Bayview Community Shuttle take you?

3) Who is eligible to use the Bayview Community Shuttle?

4) How can the Bayview Community Shuttle accommodate customer needs (e.g., customers with limited English proficiency, no smartphone, or the unbanked)?

5) Why use the Bayview Community Shuttle?

6) What is the cost to use the Bayview Community Shuttle?

7) When can the Bayview Community Shuttle be used?

Deliverable: (B.2.b) Marketing materials

3. Mobile Ride Reservation Application

Within 60 working days of NTP, Contractor shall deliver to the SFMTA, for a review and approval, a fully functioning mobile ride reservation application. This application must meet these minimum functional requirements:

a. Provide a simple, fast, and customer-friendly interface for ride reservations, managing accounts, and using additional features of the Mobile Ride Reservation Application.

b. Applications must be available in the app stores and meet the following requirements:

1) Applications must be developed according to standard mobile application interface guidelines;
2) Contractor must both deploy and manage the applications in the Apple App Store and Google Play Store;

3) Mobile Ride Reservation Applications must be backward compatible with previous versions of Android and iOS operating systems still supported by Apple and Google.

c. Mobile Ride Reservation Applications must be able to accept the Clipper regional fare card as a method of payment.

d. Be user-configurable and/or capable in multiple languages, including English, Filipino, Chinese (Traditional), and Spanish versions at a minimum, to address SFMTA's customer language requirements and the City and County of San Francisco's Language Access Ordinance (LAO), with the ability to expand to more languages.

Deliverable: (B.3) Mobile ride reservation smartphone application

4. Website

Within 60 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, a website with the ability for customers to book rides, and that provides information about the shuttle service.

a. The website shall have the following minimum functional requirements.

1) Website content shall be adaptable to any standard electronic device, including desktops, laptops and mobile devices.

2) Meet all American with Disabilities Act (ADA) guidelines (http://www.w3.org/WAI/users/Overview.html) for web and mobile accessibility, including utilizing built-in accessibility features on user devices.

3) Be user-configurable and/or capable in multiple languages, including English, Chinese (Traditional), Filipino, and Spanish versions at a minimum, to address SFMTA's customer language requirements and the City and County of San Francisco's Language Access Ordinance (LAO), with the ability to expand to more languages.

Contractor and SFMTA will mutually determine whether the website will be hosted on the SFMTA website or through a standalone website.

Deliverable: (B.4) Shuttle service website

5. Multilingual Call Center for Ride Reservation

By the start of revenue service operation, Contractor shall launch a multilingual call center to provide telephone information and reservation services for customers to obtain a shuttle ride. Within 10 working days of the start of revenue service, Contractor shall submit to the SFMTA, for review and approval, a document describing the standard operating procedures of the

multilingual call center. The document shall describe how Contractor will provide or comply with the following requirements:

a. Phone number and email address to contact the call center;

b. Option for text messaging where customers will receive a prompt response to their inquiry and/or a notification of any changes to their trip during revenue service hours;

c. Email option for customers to access and receive a response within 24-48 hours;

d. Hours of the telephone reservation service shall align with the revenue service hours;

e. Target pick up times to connect with an operator shall not exceed 15 minutes;

f. Multilingual interpretation telephone services (Spanish and Cantonese language services at a minimum) for ride reservation and general information calls; and

g. Process to transfer calls to and from the Agency's or City's call center (311). The Contractor will also work with the Agency's and City's call centers to develop a process by which the Agency and City will transfer calls to the Contractor's call center for inquiries that are best suited to the Contractor.

Deliverable: (B.5) Multilingual Call Center Standard Operating Procedures document

6. Fare Payments and Integration

Within 20 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, a fare structure to be aligned with comparable Muni fixed route service fares, with payment utilizing the Clipper regional fare card. Upon fourteen-day notice from SFMTA, he Contractor shall update the fare structure to match any future changes in Muni fixed route service fares. The SFMTA may utilize promotional fare incentives to attract ridership during the launch of revenue service. Contractor may also choose to provide promotional fare incentives outside of the Agency's promotional fare incentives at any point throughout the revenue service period.

The SFMTA will provide Contractor with handheld onboard farereaders to enable payment. Contractor shall ensure the safekeeping of this equipment, document any issues regarding payment or performance, and shall be responsible for replacement costs associated with loss or theft. Protocol for documentation and reporting of issues related to the fare reader devices will be outlined in the Fare Reader Maintenance document that must be approved by the SFMTA Project Manager.

Deliverable: (B.6) Fare structure policy and promotions document

7. Vehicle Leasing or Procurement

Within 20 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, a list of all revenue fleet vehicles and their specifications. All revenue fleet Project vehicles, either purchased or leased, must be zero emission and meet all of the requirements provided in the STEP Implementation Grant Solicitation Appendix E: Project Eligibility document.

There is no minimum fleet or vehicle size requirement, but Contractor must be able to meet the required revenue service hours and target pickup time as identified in the Service Plan document.

a. Minimum Vehicle and Equipment Requirements: In addition to meeting the requirements in the STEP Implementation Grant Solicitation Appendix E: Project Eligibility document, Contractor's fleet shall meet the following requirements:

1) A subset of the vehicle fleet shall be ADA compliant with a fleet size large enough to accommodate equivalent target pick up times provided to ambulatory customers.

2) Contractor shall maintain a sufficient number of vehicles on standby to accommodate instances where one or more vehicles are taken out of service for maintenance or other needs in order to maintain existing service level requirements.

3) All vehicles shall be equipped with a Global Position System (GPS). The GPS will provide time-stamps whenever vehicles arrive and depart designated shuttle stop locations. The GPS shall have alerts for speeding and prolonged stops as well as a Geo-fence feature that sends alerts when the equipment travels outside assigned territory or crosses into restricted zones. The GPS should be viewable via a website and the mobile ride application so that riders and SFMTA staff can log-on to the site and/or mobile application and see where a shuttle is at any particular time.

Deliverable: (B.7) Revenue service vehicles and specifications document

8. Vehicle Branding

The SFMTA will provide vehicle service identity to ensure integration with SFMTA's existing brand and services. The Contractor will be responsible for outfitting vehicles with the provided graphics. The Contractor will ensure that every vehicle showcases the most current California Climate Investments (CCI) logo.

9. Charging/Storage Infrastructure & Maintenance Facility

Within 20 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, an identified site to be acquired via procurement or lease to store, charge, and perform

maintenance on Project vehicles that is within a reasonable distance of the Bayview-Hunters Point revenue service area. The Contractor will provide tours of the facility when requested by the SFMTA.

Deliverable(s): (B.8a) Documentation of acquired facility
(B.8b) SFMTA tour of facility

Deliverables	
B.1	Finalized Shuttle Revenue Service Plan Document
B.2.a	Finalized Communication, Outreach and Marketing Plan
B.2.b	Marketing material
B.3	Mobile ride reservation smartphone application
B.4	Shuttle service website
B.5	Multilingual Call Center Standard Operating Procedures Document
B.6	Fare structure policy and promotions document
B.7	Revenue service vehicles and specifications document
B.8a	Documentation of acquired facility
B.8b	SFMTA tour of facility

C. Service Operations and Management

The Service Operations and Management service class includes tasks related to (1) Service Operations & Maintenance (O&M) Plan, (2) Service Safety Management Plan, (3) Personnel, and (4) Revenue Service Operation, as described below.

1. Service Operations & Maintenance (O&M) Plan

Within 20 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, an O&M plan for the shuttle service. At a minimum, the O&M plan should answer all the questions of who, what, where and when regarding operations and maintenance of the shuttle service. The O&M plan will identify training, operations, safety, monitoring, maintenance and security procedures and processes as well as handling of exceptions, emergencies, and recovery in a variety of scenarios. The plan shall at a minimum include:

a. Boarding and alighting vehicle procedures, including procedures for boarding, alighting and securement of passengers using wheelchairs and others with disabilities who may need assistance;

b. On-board security incidents procedures;

c. Roadway incident and collision procedures;

d. Interactions with passengers, shuttle operators, emergency response or law enforcement officials;

e. Community or cultural competency training;

f. Notification procedures for collisions involving Shuttle vehicles;

g. Maintenance checklists and schedules;

h. Quality Control procedures to evaluate schedule adherence, driver performance, confirming/resolving customer issues;

i. Cleaning schedules and procedures; and

j. Passengers with disabilities accommodation request procedures.

Deliverable: (C.1) Service Operations & Maintenance Plan

2. Personnel

a. Staffing

Contractor will provide sufficient staffing for all shifts on a daily basis including weekends and holidays and the required supervisory and maintenance personnel. Work shall be performed only by trained personnel in the employment of Contractor.

Contractor will be responsible for all aspects of staff management, including hiring and union negotiation (if applicable). To the extent Contractor elects to employ drivers, managers, supervisors, and/or mechanics who are members of a labor union, it shall be Contractor's sole responsibility to meet any and all of its obligations under any collective bargaining agreement with any union representing these personnel.

1) Managers and Supervisors

Contractor must provide at least one full-time manager to oversee the operation of the shuttle service, as well as any necessary assistant managers or shift supervisors to ensure management staff is available during service and maintenance operation. These staff must provide management full time, and their schedules must overlap such that at least one manager/supervisor is available during service operation.

Contractor must provide at least one full-time maintenance supervisor to oversee the maintenance team of mechanics, cleaners and other related support staff.

Management staff must be able to handle incidents, manage personnel matters, respond appropriately to customer complaints, and address policy matters. Management staff must ensure smooth operation of the maintenance operation.

At least one management team member from the Proposer must have expert knowledge of the routing software and any other software product specified in this Scope of Work. There must also be at least one expertly trained backup for each software package. The expert and backup do not need to be the same person for all software packages. Any problems pertaining to Contractor's operation will be corrected to the satisfaction of the SFMTA immediately upon notice from the SFMTA to the manager or supervisor on duty.

2) Drivers

Contractor will train and employ drivers and each such driver will possess all of the certificates, permits, licenses, approvals and training required by all applicable local, state and federal laws and regulations to operate a shuttle bus. The Contractor will make these credentials and other personal information (e.g. zip code) available to the SFMTA Project Manager upon request. Drivers will be expected to assist elderly and disabled passengers, provide directions, and maintain a courteous, helpful, and professional demeanor at all times. Drivers shall inspect passes or other fare media presented by boarding passengers, and/or other relevant credentials.

a) Driver Training and Hiring

Contractor will work with the SFMTA, Office of Economic and Workforce Development, and CBO partners to hire qualified commercial licensed drivers to operate revenue service vehicles. The Contractor will aim to hire locally, prioritizing drivers who grew up, currently reside, or have an affiliation with the Bayview community. The Contractor will prioritize hiring locally and coordinate with the Project's CBO partners to recruit members of the community to be shuttle drivers and to provide the necessary training to obtain the required licensing to operate the shuttles.

Contractor will also provide drivers with company specific training in accordance with ADA regulations in operation of vehicles and equipment, and safety and sensitivity toward persons with disabilities, before transporting passengers. Contractor will provide disability sensitivity and wheelchair securement training refreshers at least every 6 months. Hired drivers will be considered employees of the Contractor and will receive union equivalent wages.

Contractor will provide drivers with de-escalation and cultural competency training designed specifically for the Bayview-Hunter's Point community.

The Contractor may subcontract this portion of the training to a CBO partner to complete.

3) Call Center/Customer Service Representatives

Contractor will hire Call Center/Customer Service staff to provide customers ride booking assistance, answer questions, receive feedback, and provide wayfinding guidance. Contractor will aim to resolve any issues raised by the community or riders with customer service representatives by establishing a feedback system that will relay rider concerns to the Contractor service support team, improve Contractor protocols, and evaluate service improvements.

4) Shuttle Bus Cleaners

Contractor will provide staff to clean and tidy Project vehicles on a daily basis.

5) Mechanics

Contractor will have an experienced maintenance staff in sufficient quantity to service the Project shuttle bus fleet while maintaining continuous revenue service. Maintenance staff must possess all certificates, licenses, permits, approvals, and training required by all applicable local, state and federal laws and regulations regarding driving, maintenance and repair of shuttle buses.

b. Personnel Training Plan

Within 20 working days of NTP, Contractor shall deliver to SFMTA, for review and approval, a training plan for employees and training materials and schedules.

Training must include, but is not limited to:

1) Knowledge of the standard operating procedures, including shuttle re-charging, emergency shut off, and other vehicle-specific training.
2) Any other job tasks assigned to the individual, including working knowledge of all electronic and other equipment required to perform the job in a first-class manner.
3) SFMTA-approved procedures in the event of operational problems.
4) Detailed customer service training to provide first-class service.
5) Techniques to sensitively assist disabled and elderly customers.
6) Shuttle bus safety, security, and emergency procedures.
7) Team building and team communications.
8) Diversity, Equity, and Inclusion.

The personnel training plan will be updated on a semiannual basis to incorporate real situations drivers encountered as part of the service.

c. Drug and Alcohol Testing. Contractor shall implement a drug and alcohol testing program consistent with the requirements of 49 CFR Part 655. Contractor shall provide evidence of compliance with FTA-required drug and alcohol testing to SFMTA and coordinate program monitoring with SFMTA's Substance Abuse Program.

Deliverable(s): (C.2.b.1) Personnel Training Plan
(C.2.b.2) Personnel Training Materials
(C.2.b.3) Personnel Training Schedules

3. Revenue Service Operation

Based on the results of the Project Development, Service Planning and Design phases, Contractor will operate the zero-emission, wheelchair-accessible, on-demand, ridesharing service in the Bayview Hunters Point neighborhood (Shuttle Service).

a. Compliance with Laws

Contractor shall, at all times throughout the term of the resulting Agreement, comply with all laws, statutes, municipal ordinances, rules, and regulations of public authority applicable to the operation of a Shuttle Service.

b. Performance Standards

Contractor shall maintain the following performance standards for the Shuttle Service:

1) Contractor's employees assigned to provide the Shuttle Services will behave in a professional manner and will be uniformed at all times, including a Contractor-issued photo identification badge, visible to riders at all times.
2) All Shuttles will be kept clean, orderly and presentable.
3) Contractor will perform driver checks both prior to hiring and regularly after date of hire. Prior to hiring, both criminal and driving records are checked. After hire, driving records will be checked on a quarterly basis.
4) All shuttles assigned and used in connection with the Shuttle Service will be equipped with two-way radios for communication purposes.
5) All incidents, including but not limited to accidents, complaints, vandalism, and threats will be clearly documented by Contractor in the course of business and the SFMTA Project Manager will be notified.
6) Shuttle drivers will not wear headphones, listen to music, nor use personal cell phones while operating vehicles.
7) Smoking shall not be permitted on the Shuttles at any time.

c. Accessible Vehicles and Service for Passengers with Disabilities

Contractor will provide service for customers who need additional assistance boarding or alighting vehicles and for customers who need vehicles that can accommodate mobility devices as defined by ADA guidance, including, but not limited to, wheelchairs, power wheelchairs, scooters, and walkers (Accessible Vehicle).

Contractor will ensure that target pick up times are equivalent for ambulatory customers and customers with disabilities requiring an Accessible Vehicle. Contractor will also adjust service parameters including distance traveled to meet ride pick-up and drop-off locations to accommodate customers requesting an Accessible Vehicle and to locations where trips specifically for Accessible Vehicles are more likely (e.g., hospitals).

Deliverables	
C.1	Service Operations & Maintenance Plan
C.2.b.1	Personnel Training Plan
C.2.b.2	Personnel Training Materials
C.2.b.3	Personnel Training Schedules

D. Reporting and Evaluation

The Reporting and Evaluation service class includes tasks related to (1) Reporting and Evaluation Plan, as described below.

1. Reporting and Evaluation Plan

Contractor shall perform certain Reporting and Evaluation Plan tasks, as described below.

a. Performance Measures: Within 30 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, an initial set of performance measures to establish expectations of revenue service.

Deliverable: (D.1.a) List of Performance Measures

b. Dashboards: Within 60 working days of NTP, Contractor shall deliver to the SFMTA, for review and approval, sample digital dashboards and reports to track performance measures. These dashboards will be provided on an on-going basis, either in real-time or through daily summaries. The dashboards must also provide the ability for SFMTA to download data offline into a spreadsheet compatible format.

Deliverable: (D.1.b) Data dashboards and SFMTA login accounts for data dashboards

c. Period Reporting: Contractor will also provide data performance summary reports on a monthly, mid-year, and end-of each performance year basis, as well as a Final Project Evaluation Report at the end of the Project. These reports will include analysis on trends (e.g., locations with frequent demand for pick-up and drop-offs, peak hour ridership, etc.) and provide recommendations for potential adjustments to the service plan and to performance measures. Prior to providing reports, Contractor shall meet with SFMTA staff to go over expectations and level of detail to be provided in the required reporting. Data collected must follow the requirements for the deliverable identified in Section II.A.4.b and include applicable fields from CARB's STEP Implementation Grant Solicitation Appendix H: Data Collection Requirements.

Deliverable(s): (D.1.c1) Monthly Performance Reports
(D.1.c2) Mid-Year Performance Reports
(D.1.c3) End of Performance Year Reports

Evaluation metrics will include the following at the specified intervals unless changed by the SFMTA Project Manager:

Data Element	Data Reporting Frequency
Hours of Operation per Day	Weekly
Days of Operation per Year	Yearly
Deadhead v. Revenue Service	Weekly
Rides per Vehicle Hour	Weekly
Miles Traveled per Day	Weekly
Battery Usage	Annually
Charging Hours	Annually
Daily Vehicle Availability	Weekly
Vehicle Repair Reports	By Occurrence
Collision/Incident Reports	By Occurrence
Unique Rider IDs	Weekly
Number of Accounts Created	Weekly
Number of Apps Installed	Weekly
Number of New v. Returning Riders	Weekly
Number of Rider Accounts Removed	Monthly
Users Based on Profile Type	Monthly
Payment Method	Monthly
Rider Demographics and Mode Preferences	Monthly
Trip Outcome	Weekly
Trip Time Details	Weekly
Passenger Number	Weekly
Ride Booking Method	Monthly

Data Element	Data Reporting Frequency
Number of Trips	Weekly
Trips per Zone	Weekly
Popular Destinations	Weekly
Average Riders per Booking Request	Monthly
Average Trip Time	Weekly
Average Daily Ridership	Monthly
Average Rider Wait Time	Weekly
Average Dwell Time	Monthly
Number of Calls	Monthly
Calls Based on Language Request	Monthly
Call Duration Times	Monthly
Call Waiting Times	Monthly
Number of Rides Dispatched	Weekly
Number of Incidents	Monthly
Number of Complaints	Monthly

Data to follow the Mobility Data Specification[3] (MDS) format passenger services mode where applicable (https://github.com/openmobilityfoundation/mobility-data-specification/blob/main/modes/passenger-services.md)

Deliverables	
D.1.a	List of Performance Measures https://github.com/openmobilityfoundation/mobility-data-specification/blob/main/modes/passenger-services.md
D.1.b	SFMTA login accounts for data dashboards
D.1.c1	Monthly Performance Reports
D.1.c2	Mid-Year Performance Reports
D.1.c3	End of Performance Year Reports

III. 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.

[3] Open Mobility Foundation Data Specifications (https://github.com/openmobilityfoundation/mobility-data-specification)

IV. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

V. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **SFMTA** will be Javaun Garcia, SFMTA Program Manager, Streets Division, javaun.garcia@sfmta.com.

Appendix C
Calculation of Charges

Contractor shall perform the Services described in this Agreement, and any ancillary administrative tasks necessary to perform the Services, in exchange for payment by the SFMTA for (1) completed deliverables; and (2) reaching the Monthly Revenue Service Hours Target.

1. Completed Deliverables

The SFMTA shall compensate the Contractor on a flat fee basis for completing the below deliverables. Contractor will be able to invoice at the price specified on a monthly basis for completed deliverables in the following table:

Deliverable	Description	Unit	Completed Deliverable Fee
A.1.b.1	Kick-off Meeting Agenda	Flat Fee	$150.00
A.1.b.2	Attendance at Community Congress Quarterly Meetings	Flat Fee	$1,000.00
A.1.b.3	Reports to Community Congress	Flat Fee	$500.00
A.1.b.4	Attendance at semi-annual Project Steering Committee planning meetings	Flat Fee	$1,000.00
A.1.b.5	Host Project Update Meetings	Flat Fee	$1,000.00
A.1.b.6	Project Update Meeting Minutes	Flat Fee	$500.00
A.1.b.7	Survey Results	Flat fee	$250.00
A.1.b.8	CARB Annual Data Report	Flat fee	$1,500.00
A.1.b.9	Host Informational Sessions	Flat fee	$2,500.00
A.2	Project Work Plan and Schedule	Flat fee	$2,500.00
A.3	Data Management, Reporting, and Cybersecurity Plan	Flat fee	$1,500.00
A.4.a.1	Completed software/technology solution	Flat Fee	$7,500.00
A.4.b.1	CARB approved final data collection plan	Flat Fee	$250.00
B.1	Finalized Shuttle Revenue Service Plan Document	Flat Fee	$1,500.00
B.2.a	Finalized Communication, Outreach and Marketing Plan	Flat Fee	$2,500.00
B.2.b	Marketing material	Flat Fee	$5,000.00
B.3	Mobile ride reservation smartphone application	Flat Fee	$5,000.00
B.4	Shuttle service website	Flat Fee	$2,500.00

Deliverable	Description	Unit	Completed Deliverable Fee
B.5	Multilingual Call Center Standard Operating Procedures Document	Flat Fee	$500.00
B.6	Fare structure policy and promotions document	Flat Fee	$500.00
B.7	Revenue service vehicles and specifications document	Flat Fee	$76,800.00
B.8a	Documentation of acquired facility	Flat Fee	$200.00
B.8b	SFMTA tour of facility	Flat Fee	$300.00
C.1	Service Operations & Maintenance Plan	Flat Fee	$75,000.00
C.2.b.1	Personnel Training Plan	Flat Fee	$2,000.00
C.2.b.2	Personnel Training Materials	Flat Fee	$2,000.00
C.2.b.3	Personnel Training Schedules	Flat Fee	$500.00
D.1.a	List of Performance Measures	Flat Fee	$250.00
D.1.b	SFMTA login accounts for data dashboards	Flat Fee	$250.00
D.1.c1	Monthly Performance Reports	Flat Fee	$750.00
D.1.c2	Mid-Year Performance Reports	Flat Fee	$1,500.00
D.1.c3	End of Performance Year Reports	Flat Fee	$1,750.00
Total Not-To-Exceed Amount for Completed Deliverables			**$ 198,950.00**

2. All-Inclusive Monthly Revenue Service Costs

Monthly Revenue Service costs shall cover all ongoing operational costs, including, but not limited to, all costs associated with operating revenue service, technology costs, maintaining shuttle vehicles, operating a storage facility, providing customer service, marketing the service and providing data analysis/reporting.

Monthly Revenue Service costs will be compensated on a per Vehicle Hour basis, targeting a total monthly payment of $198,000.00. A vehicle hour is defined as the start to the end of driver shifts, which includes:

- Able to be reserved by a passenger for a ride
- On the way to picking up or dropping off a passenger
- Carrying a passenger who has reserved a ride in the vehicle
- Stopped for the shuttle operator to assist the passenger and their belongings to get on or off the vehicle
- Charging/re-fueling a vehicle
- Incidents during revenue service that require a vehicle to be stopped as a result of mechanical or on board issues

- Operator breaks

The following actions do not count towards a vehicle hour:

- Maintenance performed on a vehicle
- Driver training
- Pre- and post- trip inspections

- Year 1 (July 2024 - February 2025; 6 eTransit WAVs in operation): $108.48 per vehicle hour
- Year 2 (March 2025 – March 2026; 8 eTransit WAVs in operation): $106.25 per vehicle hour
- Year 3 (April 2026 – March 2027; 9 eTransit WAVS in operation): $106.25 per vehicle hour
- Year 4 (April 2027 – November 2027; 9 eTransit WAVs in operation): $110.29 per vehicle hour
- Optional Adjusted Rate – Contingent on Expansion or City Vehicle Ownership: The Year 3 and Year 4 rates set above shall be the applicable per-vehicle-hour rate unless and until SFMTA elects to (i) transition some or all vehicles to City ownership pursuant to Article 17 of the Agreement. If SFMTA makes such an election, the adjusted per-vehicle-hour rate will be reduced as shown below:

	Amount per Vehicle Hour		
Category	**Year 3**	**Year 4**	**Rate Reduction per SFMTA-Provided Vehicle (up to 3 vehicles)**
Vehicle Operations	$72.60	$75.36	($1.08)
Vehicle Maintenance	$12.27	$12.74	$0.00
Non-Vehicle Maintenance	$0.73	$0.76	$0.00
General & Administrative	$20.65	$21.43	$0.00
Total	**$106.25**	**$110.29**	**($1.08)**

The Monthly Revenue Service Target shall be revenue service Monday-Friday 6 am to 8 pm, and Saturday-Sunday 9 am to 6 pm, unless changed as agreed upon by the vendor and the SFMTA.

Contractor will be paid in full, at a monthly value listed below. If the Monthly Revenue Service Hours Target hours are not met or are exceeded, Contractor will be paid proportionally for the number of revenue service hours provided divided by the Monthly Revenue Service Hours Target. As an example, if the Contractor only provides 80% of the Monthly Revenue Service

Hours, 20% less than the target, the Contractor will be paid 8/10 of the Monthly Revenue Service Cost Target cost. Contractor shall notify City before exceeding Monthly Revenue Service Hours Target. Contractor will not exceed the total revenue service cost over 48 months of service.

Description	**Monthly Revenue Service Target Cost**	**Monthly Revenue Service Target Hours**	**Total Revenue Service Cost Not-to-Exceed Amount (Monthly Costs x 37 Months of Revenue Service)**
Monthly Cost to Provide Revenue Service	Year 1: $172,999.63 Year 2: $172,999.63 Year 3: $201,875.00 Year 4: $209,551.00	Year 1: 1594 Year 2: 1628 Year 3:1900 Year 4: 1900	$ 6,681,050.00

Adjustment of the above Monthly Revenue Service Hours Target after adoption of the final Shuttle Revenue Service Plan (Deliverable B.1) shall be effectuated by modification of this Calculation of Charges per Section 11.5 of the Agreement.

If this Agreement is extended under Section 2.2 of the Agreement, Monthly Revenue Service Costs will include Year 3 and 4 options as listed above.