THIS PRINT COVERS CALENDAR ITEM NO.: 10.6

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Administration

BRIEF DESCRIPTION:
Authorizing the Director of Transportation to issue a Request for Proposals (RFP) for Contract
No. SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus Stop Enforcement System.

SUMMARY:

- The SFMTA has operated the Transit-Only Lane Enforcement (TOLE) program since
  2008, becoming the first agency in the nation to deploy a forward-facing, bus-mounted
  camera system for transit lane enforcement.
- While the program has demonstrated value, its current effectiveness is significantly
  constrained due to outdated equipment and limited staffing of two Parking Control
  Officers to manually review thousands of hours of video footage annually looking for
  violations—resulting in an average of just 20 citations issued per day.
- A Next Generation Transit Lane and Bus Stop Enforcement System would leverage
  advancements in enforcement technology, including automated license plate recognition,
  geolocation tagging, and automated evidence package generation for streamlined review
  and citation issuance to significantly improve operational efficiency, enabling the
  SFMTA to expand enforcement coverage across more transit corridors and bus stops
  citywide supporting our goals for transit reliability, safety, and equity.
- Under San Francisco Charter Section 9.118, the Board of Supervisors must approve all
  non-construction contracts estimated to be over $10 million, and under SFMTA policy,
  the MTA Board must approve all RFPs for contracts requiring Board of Supervisors
  approval.
- The SFMTA now requests Board authorization for the Director of Transportation to issue
  an RFP for Contract No. SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus
  Stop Enforcement System.

ENCLOSURES:
1. SFMTA Board Resolution
2. RFP
3. Sample Agreement

APPROVALS: **DATE**

DIRECTOR   _____   November 13, 2025

SECRETARY _____   November 13, 2025

ASSIGNED SFMTAB CALENDAR DATE: November 18, 2025

PURPOSE

Requesting authorization for the Director of Transportation to issue a Request for Proposals (RFP) for Contract No. SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus Stop Enforcement System.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The Project will support the following SFMTA Strategic Goals:

- Goal 4: Make streets safer for everyone.
- Goal 5: Deliver reliable and equitable transportation services.
- Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking, and bicycling.
- Goal 9: Fix things before they break, and modernize systems and infrastructure.

The Project will support the following City Transit-First Policies:

- 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.
- Principle 2: Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
- Principle 3: Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
- Principle 4: Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
- Principle 9: The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
- Principle 10: The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Project Background

The SFMTA has managed a Transit-Only Lane Enforcement (TOLE) program since 2008 and was the first agency in the nation to launch a forward facing, bus-mounted camera enforcement system. However, the current transit lane enforcement program is severely limited as parking control officers must manually review thousands of hours of video footage a year. Currently, limited staffing and out-of-date equipment on board the buses means that the two Parking Control Officers on staff can only issue about 20 citations a day. With this upgraded technology, the same staffing level of two Parking Control Officers will be able to review and issue at least fivefold the current number of citations.

Next Generation Transit Lane Enforcement System Advantages

Modern transit lane and bus stop enforcement systems integrate advanced technologies that offer immediate, measurable improvements in efficiency and coverage. These systems address the limitations of the current TOLE program by automating key functions and reducing manual workload. Key features include:

- *Real-Time Data Transmission:* Cellular connectivity eliminates the need for manual video retrieval from each bus, enabling faster and more efficient data access.
- *Automated Violation Detection:* Intelligent onboard systems identify potential parking violations in real time, removing the need for staff to manually review thousands of hours of footage annually.
- *Integrated GPS and ALPR:* Global Positioning Systems and Automated License Plate Readers automatically capture vehicle and location data, streamlining the citation process and reducing human error.
- *Automated Evidence Packages:* The system generates complete, review-ready evidence packages, allowing enforcement staff to process up to five times more violations with existing staffing levels.
- *Enhanced Imaging Capabilities:* High-resolution cameras with low-light functionality ensure accurate violation capture in a variety of lighting and weather conditions.

Project Goals, Contract Structure and Scope of Work

The SFMTA is seeking to procure a comprehensive, state-of-the-art Transit Lane and Bus Stop Enforcement System that will significantly enhance the Agency's ability to:

- Improve enforcement of parking violations in transit-only lanes and at bus stops
- Encourage behavioral change among drivers to reduce illegal parking and improve transit reliability

To achieve these goals, the SFMTA proposes issuing a Request for Proposals (RFP) for a single,

negotiated contract that encompasses the design, procurement, installation, testing, maintenance, upgrades, and full lifecycle support of the enforcement system.

The contract will be performance-based, linking a portion of the vendor's compensation to system performance and responsiveness. Specifically:

- Monthly service fees will be based on the vendor's response time to reported issues and ability to meet or exceed defined performance metrics.

- The vendor will be required to maintain and upgrade the system as needed to ensure continued compliance with minimum performance standards.

This integrated approach—combining procurement and long-term support—positions the SFMTA to secure more favorable pricing and contract terms. Given the proprietary nature of these systems, bundling support with procurement avoids future sole-source negotiations, where vendors typically hold greater leverage.

The system will be initially deployed on two buses as a pilot to validate performance, quality, and safety. Deployment (up to 210 additional buses) will proceed only after SFMTA formally approves the pilot results. The SFMTA will also have an option, in the SFMTA's sole discretion, to order the system implementation on additional vehicles beyond the initial 212 buses, potentially extending into the remaining 600+ New Flyer buses as well as other vehicle types in the fleet. The increases would be subject to all applicable City approval processes, funding availability, and any other conditions required under the contract.

The selected vendor will provide:

- Full system support and maintenance

- Spare and replacement parts (including a local inventory of ten complete system units)

- Troubleshooting, diagnostics, and technical support

- Regular firmware, software, and security updates

- Training and assistance for SFMTA's first-line maintenance teams.

- An obsolescence management plan to ensure the system remains current throughout its expected six-year lifecycle.

The RFP will emphasize system features, detection accuracy, and implementation schedule as key evaluation criteria. Proposers will be required to submit performance metric values, which will be scored and incorporated into the final contract as binding performance requirements.

- During design reviews, SFMTA will assess the system's ability to meet proposed performance levels.

- Each system component will undergo a demonstration period post-commissioning to validate compliance with contract requirements.

- Ongoing support service fees will be adjusted based on the system's ability to meet or exceed these performance standards.

This approach focuses on a robust, reliable, and high-performing enforcement system, aligned with SFMTA's goals for transit reliability, safety, and operational efficiency.

Project Implementation Planning

To minimize disruption to Muni riders, the SFMTA will implement the system in a way that avoids impacts to revenue service. Installation activities will be scheduled during non-revenue hours, ensuring that buses remain fully available for daily operations.

A training program tailored to specific SFMTA staff will be scheduled and conducted, allowing operations and maintenance staff to gain hands-on experience with the system while vendor technical experts are on-site to provide support and guidance.

The project will begin with a pilot deployment on two buses operating on two selected routes. This initial phase will validate that the system meets all specified performance, quality, and safety standards. Upon successful completion and formal approval of the pilot by SFMTA staff, the system will be rolled out to 210 additional buses.

Throughout the installation process, SFMTA staff will conduct formal acceptance reviews for each vehicle to ensure compliance with contract requirements and performance expectations.

Vendor Selection Process

Proposals will be evaluated by a multidisciplinary selection committee composed of representatives from the SFMTA, other City departments, peer transit agencies, and external subject matter experts. The committee will assess each proposal based on predefined evaluation criteria, with a focus on:

- System feature performance

- Implementation strategy and schedule

- Cost and value of the price proposal

The SFMTA will utilize a negotiated procurement process, which allows for structured, formal engagement with proposers following the initial submission phase. This process enables the Agency to:

- Refine system specifications and contract terms to better align with available technologies

- Address cost-effectiveness and value considerations

- Adapt to evolving market conditions and incorporate new insights

Should the SFMTA revise its system specifications or contract requirements, proposers within the competitive range will be invited to submit revised proposals that respond to the updated scope. These proposals will be re-evaluated using a best-value framework, ensuring the selected

solution delivers optimal performance, cost-efficiency, and long-term support.

Upon completion of the evaluation process, the highest-ranked proposer will be invited to negotiate a final agreement based on the terms outlined in the sample contract included in the RFP. The finalized contract will be submitted for approval by the SFMTA Board of Directors, and subsequently by the San Francisco Board of Supervisors, in accordance with Charter Section 9.118.

Local Business Enterprise Participation

The SFMTA requested for and received a waiver of the Chapter 14B Local Business Enterprise (LBE) subcontracting requirements for the RFP due to the nature of the specialized proprietary hardware and software services which do not allow for subcontracting opportunities.

Tentative Procurement Schedule

- RFP Issuance: November 19, 2025

- Proposal Due Date: January 19, 2026

- Contractor selection: March 2026

- Award date: April 2026

Public Engagement and Community Support

The SFMTA has developed a comprehensive Transit Lane Compliance Strategy built around the "Three Es": Education, Engineering, and Enforcement. This integrated approach is designed to improve compliance in transit-only lanes and at bus stops, with a strong emphasis on education-first interventions to influence driver behavior.

The strategy prioritizes public awareness through:

- Red transit lane colorization, striping, and signage to increase visibility and clarity

- On-vehicle advertising, digital campaigns, and social media outreach

- Multilingual educational materials, including inserts with initial citations

- Variable message signs to reach drivers in real time

SFMTA has been a national leader in this space, pioneering the use of red transit lanes to enhance compliance. Funded in part by a Transit Performance Initiative grant, these treatments have led to an average 50% reduction in violations. Public support for transit lanes remains strong — surveys conducted during the Temporary Emergency Transit Lanes (TETL) program showed that a majority of Muni riders support making these lanes permanent, citing improved travel times and reliability.

Infrastructure improvements such as lane colorization, signage, and roadway design changes are critical to reinforcing the visibility and legitimacy of transit-only lanes. These treatments help clarify expectations for all road users and reduce unintentional violations.

While education and engineering are foundational, automated enforcement is essential to achieving sustained compliance. Data from the existing Transit-Only Lane Enforcement (TOLE) program shows that receiving a citation is a highly effective deterrent — 93% of cited vehicles do not receive a second citation.

The proposed system will enable:

- Automated backend processing, allowing Parking Control Officers (PCOs) to issue warnings for first-time violations, helping mitigate potential equity impacts

- A shift away from manual video review, freeing up staff capacity

- A focus on behavioral change, not revenue generation—while an initial increase in citations is expected, the long-term goal is a reduction in violations as awareness and compliance improve

Recognizing that motorists are a difficult audience to reach through traditional outreach, the SFMTA is exploring innovative engagement strategies, including:

- Paid digital advertising

- Bus-mounted messaging

- Real-time signage

- Multilingual communications

These efforts are informed by industry best practices and ongoing research into effective methods for educating drivers about transit lane rules and consequences.

Alternatives Considered

Status Quo – Maintain the Existing Transit-Only Lane Enforcement (TOLE) System
Under this approach, the SFMTA would continue to invest resources to maintain the current TOLE system in a state of good repair for as long as feasible. However, this option offers no additional operational benefits and would perpetuate the limitations of outdated technology. The current system relies heavily on manual video review and limited staffing, significantly constraining enforcement capacity and geographic coverage. As a result, this alternative would not support the Agency's goals of expanding enforcement, improving transit reliability, or enhancing compliance with transit lane and bus stop regulations.

Given these limitations, the SFMTA determined that maintaining the status quo is not a viable long-term solution and that a modern, automated enforcement system is necessary to meet the City's transit performance, equity, and safety objectives.

Funding Impact

The total estimated cost of the project — including all vendor contracts, SFMTA staff time, contingencies, and projected cost escalation — is $15,639,776 for an initial 36-month term with an option for three additional one-year terms.

Work scheduled for completion during the current Capital Improvement Program (CIP) cycle (FY 2025–2029) is fully funded.

The project is expected to be revenue neutral, with potential for additional revenue through improved operational efficiency and expanded enforcement coverage.

Identified funding sources include a blend of regional and state grants, supporting the Agency's commitment to leveraging external resources to advance transit reliability and safety.

The capital funds for this project are from the California Department of Transportation (Caltrans) Low Carbon Transit Operations Program (LCTOP) in the amount of $2,544,132. The program's monthly operating costs are fully funded by net revenue from citations identified through the system, after covering SFMTA's expenses. This cost-neutral approach ensures that no additional public funding is required to support the system's ongoing operations. The table below summarizes the total project budget.

Sources	Amount	Uses
LCTOP	$2,544,132	Capital costs of installation
Citations Revenue	13,095,644	36-month operating costs
Total	**$15,639,776**	

Environmental Review

On October 21, 2025, the SFMTA, under authority delegated by the Planning Department, determined that the proposed RFP is not a "Project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

Other Approvals Received or Still Required

The contract award will require approval by the SFMTA Board and the Board of Supervisors.

The Contract Compliance Office has reviewed the RFP and has waived the LBE participation goal for this contract.

The SFMTA will seek approval from the Civil Service Commission to contract out the work associated with implementing and maintaining the enforcement system

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to issue a Request for Proposals (RFP) for Contract No. SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus Stop Enforcement System.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has operated the Transit-Only Lane Enforcement (TOLE) program since 2008, becoming the first agency in the nation to deploy a forward-facing, bus-mounted camera system for transit lane enforcement; and,

WHEREAS, While the program has demonstrated value, its current effectiveness is significantly constrained due to outdated equipment and limited staffing of two Parking Control Officers to manually review thousands of hours of video footage annually looking for violations—resulting in an average of just 20 citations issued per day; and,

WHEREAS, A Next Generation Transit Lane and Bus Stop Enforcement System would leverage advancements in enforcement technology, including automated license plate recognition, geolocation tagging, and automated evidence package generation for streamlined review and citation issuance to significantly improve operational efficiency, enabling the SFMTA to expand enforcement coverage across more transit corridors and bus stops citywide supporting our goals for transit reliability, safety, and equity; and,

WHEREAS, Under San Francisco Charter Section 9.118, the Board of Supervisors must approve all non-construction contracts estimated to be over $10 million, and under SFMTA policy, the MTA Board must approve all RFPs for contracts requiring Board of Supervisors approval; and,

WHEREAS, On October 21, 2025, the SFMTA, under authority delegated by the Planning Department, determined that the proposed RFP 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); 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 authorizes the Director of Transportation to issue a Request for Proposals for Contract No. SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus Stop Enforcement System; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation, in consultation with the City Attorney, to make corrections and changes to the RFP, sample contract, and appended documents, and to issue addenda to the RFP, as necessary to accomplish the purposes of this Resolution, subject to the SFMTA Board of Director's approval of the final contract award.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 18, 2025.

_____
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Request for Proposals for

Next Generation Transit Lane and Bus Stop Enforcement System

RFP No. SFMTA-2025-86-LOC

EVENT ID: SFGOV-[Insert the number generated by the FSP Sourcing Event, e.g., ##########."]

(CCO No. 26-1675)

Date Issued:	**[Insert the date.]**
Pre-Proposal Conference:	**[Insert the date & time.] PT**
Deadline for Questions:	**[Insert the date & time.] PT**
Proposal Due:	**[Insert the date & time.] PT**

Contract Administrator**:**

Eric Fox Jiang
Administrative Analyst
San Francisco Municipal Transportation Agency
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San Francisco Municipal Transportation Agency (SFMTA) Request for Proposals for Transit Only Lane and Bus Stop Enforcement System

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Appendices:

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A.	CMD Attachment 2: Requirements for Architecture, Engineering & Professional Services Contracts for Contracts equal or greater than 50% of the Minimum Competitive Amount and that are Advertised on or after July 1, 2024 (separate document). Proposers must submit the following forms: Form 2A CMD Contract Participation Form Form 3 CMD Compliance Affidavit Form 5 CMD Employment Form The following form may be required, depending on the circumstances: Form 4 CMD Joint Venture Form	A-1
B.	Sample Agreement for Software Licenses, Standard Software Support, and Professional Services (Form P-600/649)	B-1
C.	Attestation of Compliance on Communications Prior to Contract Award	C-1
D.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	D-1
E.	Certification Regarding Lobbying	E-1
F.	Price Proposal Form	F-1

Abbreviations:

Term	Definition
ALPR	Automated License Plate Reader
API	Application Programming Interface
COTS	Commercial Off-the-Shelf
HTTP	Hypertext Transfer Protocol
JSON	JavaScript Object Notation
KPI	Key Performance Indicator
NTE	Not-to-Exceed
PCO	Parking Control Officer
RFP	Request for Proposal
SLO	Service Level Obligations
SFMTA	San Francisco Municipal Transportation Agency (Agency)
UAT	User Acceptance Testing

Terms and Definitions:

Term	Definition
Cloud Software	Applications hosted on remote servers accessed over the internet that support the control and management of systems including: access to storage; management of data; and system administration
Contractor	Firm/Organization that is selected to implement the System/solution based on the RFP's Selection Criteria
Enforcement Zone	Transit only lanes and bus stops maps configured in the System where general parking is not permitted.
Firmware	Software programmed for Hardware devices that support operations such as control, management, functionality, and communications with other devices or systems.
Hardware	The automated forward facing parking control devices on City-owned public transit vehicles, as defined in Section 99211 of the Public Utilities Code, installed for the purpose of video imaging of parking violations occurring in transit-only traffic lanes and at transit stops, in compliance with AB-917, including components or equipment, such as cameras, GPS units, storage, processing units, power modules, installed on buses
Hotlist	List of vehicles provided to the Contractor by the SFMTA marked as either stolen or wanted.
Proposer	Firm responding to this RFP
Vendor	Firm responding to this RFP
Whitelist	List of vehicles provided to the Contractor by the SFMTA exempt from parking violations in transit only lanes and bus stops.

I. Introduction and Schedule

A. General

The San Francisco Municipal Transportation Agency (SFMTA or Agency) is requesting proposals from qualified firms for a Commercial Off-the-Shelf (COTS) automated transit only lane and bus stop enforcement system (System). The goal of the System is to improve detection and enforcement of parking violations occurring in transit-only lanes and bus stops.

The selected System shall:

- Enable automated and high-accuracy detection of transit only lane and bus stop violations.

- Improve service quality and passenger accessibility from bus stops to buses and trains.

- Enhance the performance of existing transit priority infrastructure by influencing motorist behavior and reducing transit only lane blockages that negatively impact scheduled transit service.

- Streamline violation evidence review, approval, and citation issuance.

Proposed solutions shall be compliant with [California Assembly Bill No. 917]() and include:

- Bus-mounted internal camera system Hardware

- Automated license plate reader (ALPR) software

- Automated and configurable parking violation detection software

- Evidence review tools, data processing capabilities, system APIs, and integration services that allow minor customizations and integrations

The SFMTA intends to initially implement the selected System on up to 212 New Flyer Xcelsior buses within its fleet, with the option of implementing the System on up to the remaining 600+ New Flyer buses as well as other vehicle types in the fleet. Prior to large-scale implementation, the contractor selected for contract award (Contractor) shall conduct a pilot implementation to install and operate the System on two buses to validate that the System meets all operational and performance requirements in this RFP (Pilot).

The Contractor must demonstrate, to the satisfaction of the SFMTA, that its System is capable of meeting the requirements in this RFP. If, in the sole discretion of the SFMTA, the Contractor does not demonstrate that its System is capable of meeting the requirements in this RFP during the Pilot, the SFMTA will have the right to terminate the Contract. Only upon successful completion of the Pilot will the Contractor be authorized to proceed with deployment on the additional 210 vehicles.

The Contract includes an option, in the SFMTA's sole discretion, to order the System implementation on additional vehicles beyond the initial 212 buses, potentially extending into the remaining 600+ New Flyer buses as well as other vehicle types in the fleet. The Contractor shall ensure that the System is capable of supporting these expansions.

B.   Selection Overview

The SFMTA may award a contract to the Proposer that meets the Minimum Qualifications (see Section III) of this RFP and whose Proposal receives the highest-ranking score.

Proposers must provide documentation that clearly demonstrates that each Minimum Qualification has been met. **Any Proposal that does not meet the Minimum Qualifications may be deemed non-responsive**.

SFMTA staff will initially review each Proposal for responsiveness. Elements reviewed will include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements and verifiable references.

Responsive Proposals will then be evaluated by a panel (Evaluation Panel) consisting of one or more parties with expertise related to the goods and/or services being procured through this RFP. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein.

Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on. The final part of the Proposal evaluation will be Contract Negotiations as described in Section I.H below.

C.   Anticipated Contract Term

A contract awarded pursuant to this RFP shall be non-exclusive with an original term of three years. The SFMTA at its sole, absolute discretion, shall have the option to extend the term for three additional one-year terms, for a total of six years.

D.   Anticipated Contract Not-to-Exceed Amount

The not to exceed (NTE) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this RFP but shall be based on the selected Proposal. The initial NTE amount is based on the SFMTA's estimated spend over the advertised contract term for the implementation of the System on the initial 212 buses.

In the event the SFMTA exercises one or more option terms and/or elects to expand the scope of implementation beyond the initial 212 vehicles (including potential deployment to the remaining 600+ vehicles in the New Flyer fleet and other vehicle types) the NTE amount may be increased to reflect the expanded scope of work. The SFMTA retains sole discretion to authorize additional increases to the NTE amount commensurate with the actual scale of deployment and associated costs. These increases will be subject to all applicable City approval processes, funding availability, and any other conditions required under the contract.

The Contractor shall ensure that the proposed System is designed and capable of supporting such phased expansions without requiring fundamental redesign or replacement of the initially deployed solution. If SFMTA elects to exercise the options, the Contractor shall provide all necessary Hardware, software, integration, installation, and support services in accordance with

the contract terms, schedules, and pricing structures established through this procurement or as subsequently negotiated and incorporated into the contract. The target schedule for implementation of the initial phase of the proposed System is on or before July 31, 2026, but Proposers will provide a proposed schedule in response to this RFP.

E.   Reserved. (Indefinite Quantity, As-Needed Contract)

F.   Reserved. (Cooperative Agreement)

G.   RFP Schedule

The anticipated schedule for this RFP is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFP or other pertinent information posted in the City's Supplier Portal.

Phase	Date
RFP is issued by the SFMTA:	[Insert Date and Time] PT
Pre-Proposal Conference:	[Insert Date and Time] PT
Deadline for submission of written questions or requests for clarification:	[Insert Date and Time] PT
Proposals due:	[Insert Date and Time] PT

H.   Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Appendix B, the SFMTA's Sample Agreement. **If a Proposer is unable to accept the SFMTA's contract terms substantially in the form presented, the Proposer shall include a revised copy of the SFMTA's contract terms with its Proposal**, following the instructions included in Section IV.F (Part 5 – City Terms and Conditions).

The contract negotiations will be the final part of the overall Proposal evaluation process. If a satisfactory contract cannot be negotiated in a reasonable time, the SFMTA, in its sole discretion, may terminate negotiations. Upon termination of negotiations, the SFMTA may begin negotiations with the next highest-ranked Proposer that meets the Minimum Qualifications of this RFP, and may continue sequentially in rank order until a satisfactory contract is negotiated, or until the SFMTA, in its sole discretion, decides to end the procurement process.

I.   City's Social Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (Social Policy Requirements). The Social Policy Requirements set forth in Sections IX and X below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Appendix B, Sample Agreement.

J. City Supplier Registration

Contractors must become an "Approved Supplier" in order to enter into an Agreement with the City or the SFMTA. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and San Francisco Labor and Employment Code Article 131 compliance.

The following requirements pertain only to Proposers <u>not</u> currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

https://sfcitypartner.sfgov.org/pages/index.aspx

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

II. Scope of Work

The following are technical requirements and work tasks assumed necessary to implement a transit only lane and bus stop enforcement System on selected vehicles in the SFMTA's bus fleet.

The SFMTA will procure all vehicle-mounted hardware from the selected Contractor (Contractor). The Contractor shall be responsible for providing comprehensive services including installation, operation, and maintenance of the System for automatically detecting parking violations within configured transit-only lanes and bus stops and generating evidence packages suitable for citation issuance by the SFMTA. Additionally, the Contractor shall deliver Software-as-a-Service (SaaS) capabilities that enable SFMTA personnel to securely access, review, and manage evidence packages and system operations.

The sections below describe the requirements for the System and product lifecycle, including an initial Pilot implementation to verify that the System meets minimum operational and performance requirements, as well as other implementation-related activities.

The SFMTA and Contractor will jointly develop and agree upon installation acceptance procedures, consistent with the below Requirements and Specifications, which shall include written acceptance of each unit's installation by the SFMTA. The Pilot implementation must be Accepted by the SFMTA prior to installation of the System on to the remaining 210 buses.

A. Requirements and Specifications

1 Vehicle Installation Requirements

a. Contractor shall be responsible for the installation of all Hardware and Software required to operate the proposed System within the selected SFMTA-operated buses. All work on the SFMTA buses must take place during SFMTA's non-revenue hours (1-4 AM PT).

b. Contractor shall adhere to the mutually developed installation and acceptance procedures and standards. These shall include:

   i. Pre-installation and post-installation photographs by Contractor documenting the condition of buses, which shall be provided to the SFMTA prior to the SFMTA's inspection of the buses;

   ii. SFMTA inspection and Acceptance in accordance with mutually developed installation and acceptance procedures and standards, and the Performance Metrics and Service Level Obligations contained herein; and

   iii. Inspection by SFMTA staff to determine whether any damage to the vehicles has occurred as a result of System installation.

c. Contractor shall provide wiring diagrams and design documentation detailing connection to power sources, and integration with existing on-board vehicle systems for each bus vehicle model.

d. Contractor shall be responsible for provisioning of all Hardware and Software needed for full functionality of the System.

e. Contractor shall provide, before installation, a proposed installation plan and documentation (wiring diagram, install instructions, etc.) for review and approval by the SFMTA's Transit and Bus Fleet Project Teams to ensure the buses' warranties are not adversely affected.

f. Contractor shall be responsible for installation of the proposed System during SFMTA's non-revenue hours (1-4 AM PT) on up to 212 of the approximately 814 New Flyer Xcelsior buses the SFMTA has on site in accordance with the Schedule described in Appendix B of the Agreement. Due to potential changes impacting acceptance for service operation and other operating priorities, the SFMTA reserves the right to modify both the type of bus as well as the number of buses on which the proposed System will be installed. The following table shows the breakdown of SFMTA vehicles by vehicle model:

Vehicle	Vehicle Model	# of Vehicles
New Flyer Xcelsior	XDE40	312
New Flyer Xcelsior	XDE60	224
New Flyer Xcelsior	XT40	185
New Flyer Xcelsior	XT60	93

g. Contractor shall, at no additional cost to the SFMTA, ensure that as a future proofing effort, the System supports integration with the SFMTA's upcoming electric bus fleet through open APIs.

h. Contractor shall ensure that the System's vehicle mounted components:

i. Are installed inside the vehicle;

ii. Do not block visibility for bus operators; and

iii. Maintain consistency and blend in with vehicle's current look and feel, without affecting vehicle aesthetics.

2   Equipment/Hardware Requirements

a. General Requirements

i. Contractor shall provide all required System Hardware components for installation on each bus in the scope.

ii. Contractor shall ensure that any failed Hardware component can be replaced within five business days.

1) To support this requirement, Contractor shall provide the SFMTA first line maintenance team with sufficient spare parts and relevant installation instructions to support the replacement of at least ten complete System Hardware installations. In the sole discretion of the SFMTA, the SFMTA's first line maintenance team may replace any failed Hardware with the spare parts provided by Contractor. The SFMTA reserves the right to require Contractor to replace any failed Hardware. The SFMTA's replacement of any failed Hardware component shall not impact or void the warranties contained in this Agreement.

2) Additionally, Contractor shall provide a labor rate schedule and hardware parts list including price for Hardware components as part of their Price Proposal so that the SFMTA can replace vandalized/stolen Hardware.

iii. Contractor shall provide portable or bench test equipment or special tools, if needed, for first line maintenance (i.e., troubleshooting, repair/replacement of Hardware).

iv. Contractor shall provide the SFMTA all required Guarantee & Warranty Information as further described in Section II.A.13.b.

b. Equipment/Hardware Standards

Contractor shall ensure that:

i. All lines, cables, and hoses shall be properly routed, supported, and secured with adequate clearance to mitigate any potential rubbing, fouling, ruptures, shorts, or similar issues.

ii. All electrical connections shall be of the locking type. All electrical wiring harnesses shall be tie-wrapped and supported at regular intervals.

iii. When wires, cables, hoses, or tubes go through walls or panels, the bulkhead holes shall have protective grommets/molding and the wires, cables, hoses, or tubes shall be clamped on both sides of the bulkhead hold.

iv. Electrical and electronic subsystems and components shall not emit electromagnetic radiation that interferes with onboard systems, components or equipment, telephone service, radio or TV reception, or violate regulations of the Federal Communications Commission.

c. Electromagnetic Compatibility (EMC)/Electromagnetic interference (EMI) requirements

Contractor shall conduct evaluations to ensure electromagnetic compatibility (EMC) and acceptable electromagnetic interference (EMI) levels and address the following criteria:

i. Maintain acceptable levels of radiated emissions from the coach in both low frequency (30 Hz to 30k Hz) and RF frequency (30kHz to 100MHz) ranges shall be identified. A report shall be submitted to the SFMTA following utilizing CISPR12 and ICES-002 guidelines, or equivalent (such as MIL-STD-461 and/or SAE J551). The report shall document testing and approval on existing SFMTA-approved devices, such as: portable/mobile radios, PA systems, fare collection, multiplex and door control systems have been tested and approved.

ii. Define Radio Frequency (RF) susceptibility levels using MILSTD 461 and/or SAE J551 standards, including known properties of existing SFMTA devices, such as: radios, PA systems, fare collection, and door control.

iii. Ensure EMC between all electrical and electronic devices mounted on the coach by utilizing established EMC containment techniques, such as proper shielding, grounding, filtering, signal wiring separation, and switching frequency management.

iv. Conduct adequate EMI/EMC analysis and testing on both the individual components and on the finished coach to confirm that EMI/EMC design goals are met.

If the Proposer does not currently comply with any of the above Equipment/Hardware and EMI/EMC standards, Contractor shall provide justification for the SFMTA's approval and a list of standards that the Proposers currently adheres to in their Proposal submission.

d. Vehicle Mounted Cameras and Components

i. Contractor shall provide a mounting kit for installation of Vehicle Mounted Cameras and Components on each SFMTA bus. Each kit shall be equipped with the following four components, at a minimum:

1) One (1) detection camera
2) One (1) ALPR camera
3) One (1) System processing/storage unit
4) One (1) Antenna communications unit

ii. Contractor may offer additional components. However, the SFMTA is interested in minimizing the amount of components/housing to be installed on each vehicle and welcomes Proposers to suggest how to achieve this.

iii. Contractor shall ensure all components meet or exceed the minimum technical specifications described in this RFP, be interoperable across SFMTA New Flyer fleet bus types and be approved by SFMTA staff prior to installation.

iv. Components mounted to each bus must not affect or be affected by other vehicle components, systems or other installed vehicle electronics.

v. Contractor shall provide all components required for mounting, cabling, and calibrating each Vehicle Mounted Cameras and Components unit.

vi. Each unit shall meet the following minimum requirements:

1) Assigned a unique Camera ID(s).

2) Power on/off with ignition on/off and have power indicator lights.

3) Perform a graceful shutdown when the ignition is turned off.

4) Detect adverse conditions, including in nighttime and low light conditions.

5) Be compact enough for internal installation without obstructing or reducing the Operator visibility of mirrors, roads, road signs, and signals.

6) Final camera placement and positioning is subject to the SFMTA's approval.

vii. Live streaming and other features may be required to verify positioning, initial and subsequent adjustments to the Vehicle Mounted Camera and Components unit.

e. **Ruggedization**

All in-vehicle components shall be ruggedized and meet the following minimum requirements:

i. Operational range of 0 degrees Fahrenheit to 115 degrees Fahrenheit.

ii. Secure, tamper-proof enclosures so that the performance is not affected by vehicle vibration or other environmental factors.

f. **System Processing/Storage Unit**

i. The System processing/storage unit shall not interface with the bus through the J1939 port.

1) A contactless reader may be provided.

2) Detailed schematics for any proposed interface with the bus systems, including failure analysis reports, shall be submitted for SFMTA review and approval.

ii. Data Storage Requirements:

1) In the event of failed uploads, the System processing/storage shall store all onboard evidence package details, including photos, videos, metadata, and other related files including vehicle exemption records, and system maintenance messages for five days.

2) After five days, stored data shall be systematically and permanently deleted and/or overwritten on a first-in, first-out basis.

g. **Power**

The in-vehicle System shall operate within the bus nominal voltage limits. Voltage available on the buses are 12 V and 24 V nominal supply.

h. **GPS Antenna Hardware**

i. Contractor shall design the System to utilize an existing antenna if possible.

    ii. In the case this is not possible, Contractor may include a bus-mounted wireless GPS antenna and all related components for mounting and cabling.

    iii. The GPS Antenna shall record GPS data in a coordinate system determined in coordination with SFMTA.

i. Standalone Communication Network

    i. Contractor shall provide, support and maintain a standalone communication network that meets the following requirements:

        1) Provide and maintain a standalone, end-to-end cellular data plan for the System.

        2) The cellular data plan shall have a minimum of 10 Mbps upload speed for communication between each vehicle mounted System and Contractor's hosted Cloud Software.

        3) Provide, support, and maintain all communications equipment and any required end-to-end cellular data plan at a minimum of 4G.

        4) Submit a plan to the SFMTA for any updates or replacements to the System's standalone communication network. The update plan will allow for SFMTA's review, approval, and scheduling of work.

    ii. In the event that the implemented cellular service is no longer available, no longer supported, or requires replacement, Contractor shall provide a suitable alternative subject to approval by the SFMTA.

3 System Software Requirements

a. Enforcement Zones: Configuration of Transit Only Lane and Bus Stop Maps

    i. Contractor shall provide the ability, through the web-based Management Portal detailed in Section II.A.5, to configure and maintain transit only lane and bus stop maps as Enforcement Zones within 30 days of Pilot Acceptance by SFMTA.

    ii. Contractor shall maintain a System archive of all transit only lanes and bus stops configured as Enforcement Zones. This archive must include the date a transit only lane or bus stop was added or removed from the configuration as an Enforcement Zone, along with a user ID of the individual making the change.

    iii. Contractor shall configure all Enforcement Zones based on the SFMTA's transit only lanes and bus stops for the following routes within 30 days of Pilot Acceptance by SFMTA.

        1) 14 Mission
        2) 14R Mission Rapid
        3) 38R Geary Rapid
        4) 30 Stockton
        5) 9R San Bruno Rapid
        6) 5 Fulton
        7) 5R Fulton Rapid

iv. Contractor shall configure all Enforcement Zones for the remaining routes within 180 days of deployment.

1) The SFMTA currently has more than 75 miles of transit lanes, more than 20 miles of red-painted transit only lanes, and more than 3,400 bus stops. There are currently 72 routes, of those 43 are transit only lanes.

2) Transit lanes, transit-only lanes, and bus stops are continually being added or relocated. Contractor shall work with the SFMTA to establish a method (such as Contractor conducting the updates or an SOP for SFMTA to update) for keeping routes updated at no additional cost.

v. Contractor shall train authorized SFMTA personnel to configure Enforcement Zones for each route in the System. Events requiring reconfiguration of Enforcement Zones include relocation of bus stops during construction and social events.

vi. Contractor shall conduct semi-annual audits to ensure Enforcement Zones are accurate and up to date.

b. System Performance Metrics

The System shall meet and maintain the following Performance Metrics prior to the SFMTA's Acceptance of the System and throughout the term of this Agreement, including option periods:

i. Violation Identification

Automatically identify vehicles parked in transit only lanes and bus stops in violation of parking laws under all lighting and weather conditions, including low light, direct sunlight, fog, and rain, without operator intervention.

Requirement: Equal to or greater than ($\geq$) 95%

$$\text{Violation Identification Accuracy} = \frac{\text{Number of Correctly Identified Violations}}{\text{Total Number of Evidence Packages Issued}} \times \mathbf{100}$$

ii. ALPR accuracy

Automatically convert license number and state of issue from license plate images to machine readable text under all lighting conditions including low light, direct light, and adverse weather conditions. This requirement also applies to license plates that are damaged or partially obscured.

Requirement: Equal to or greater than ($\geq$) 98%

$$\text{ALPR Accuracy} = \frac{\text{Correctly Captured License Plates}}{\text{Total License Plates in Evidence Packages}} \times 100$$

iii. Location accuracy

Automatically detect and record the correct physical street address and side of two-way streets for each violation.

Requirement: Equal to or greater than (≥) 95%

$$\text{Location Accuracy } = \frac{\textit{Correctly Captured Locations}}{\textit{Total Violations}} \times \textbf{100}$$

iv. Communications network

Contractor's cellular communications plan shall ensure the upload of valid evidence packages from each vehicle unit to the backend for processing within five minutes of creation at all times the vehicle is turned on.

Requirement: Equal to or greater than (≥) 99.5%

$$\textit{Compliance} = \frac{\text{Packages uploaded} \leq 5 \text{ minutes}}{\text{Total packages}} \times \textbf{100}$$

v. Evidence processing accuracy

a. Duplicates

Reject evidence packages that are duplicates (same license plate + state + street address within a SFMTA configurable time window of 0–60 minutes).

Requirement: 100%

$$\text{Duplicate Rejection Accuracy} = \frac{\text{Number of duplicate packages rejected}}{\text{Total duplicate packages detected}} \times \textbf{100}$$

b. Whitelist Vehicles

Reject evidence packages for vehicles on the Whitelist at the time of generation.

Requirement: 100%

$$\text{Whitelist Rejection Accuracy} = \frac{\text{Number of packages rejected due to Whitelist}}{\text{Total packages generated for Whitelist vehicles}} \times \textbf{100}$$

c. Hotlist (Stolen vehicles)

Reject evidence packages for vehicles identified as stolen on the Hotlist at the time of generation.

Requirement: 100%

$$\text{Hotlist Rejection Accuracy} = \frac{\text{Number of packages rejected due to Hotlist}}{\text{Total packages generated for Hotlist vehicles}} \times \mathbf{100}$$

vi. False positives

Evidence package does not meet criteria for a legitimate parking violation in a transit-only lane or bus stop.

Requirement: Less than or equal to ($\leq$) 2%

$$\text{False Positive Rate} = \frac{\text{Number of invalid evidence packages}}{\text{Total evidence packages generated}} \times \mathbf{100}$$

vii. Management Portal

Required Availability: 100%

$$\text{Availability (\%)} = \frac{\text{Total time} - \text{Unscheduled downtime}}{\text{Total time}} \times \mathbf{100}$$

viii. Data retention: Fully comply with ***California Assembly Bill No. 917*** at all times.

The Contractor shall ensure that the system reliably meets all requirements under System Performance Metrics, monitoring and reporting the metrics as part of regular system performance reviews.

In the event that the System fails to meet any of the preceding defined Performance Metrics, SFMTA will be due a Performance Credit as described in Appendix E to the Agreement (Service Level Obligations).

c. Evidence Packages

i. Evidence Package System Management

Contractor shall ensure that the System is maintained to continually adhere to the latest updates of all relevant sections of California Assembly Bill No. 917.

ii. Evidence Package Exception – Whitelist

Contractor shall configure the System to support a list of Whitelisted vehicles, maintained by the SFMTA. The Whitelist will consist of vehicle license plate*s*, license plate patterns, and issuer of vehicles which are not cited when parked in a transit only lane or bus stop. These Whitelisted vehicles include, but are not limited to, SFMTA buses, emergency vehicles, government vehicles, and other vehicles on the exception lists as defined by the SFMTA.

iii. Evidence Package Exception – Hotlist

Contractor shall configure the System to support a list of hotlisted vehicles, maintained by the SFMTA. The hotlist will include vehicle license plate, issuing state, and a flag indicating whether a vehicle is stolen. All vehicles on the hotlist, except those which are stolen, are citable for transit only lane and bus stop violations. These hotlisted vehicles include, but are not limited to, vehicles as defined by the SFMTA from information on stolen and/or wanted vehicles sourced from the San Francisco Police Department (SFPD).

iv. Exception List Maintenance

The System shall provide the following interfaces for the SFMTA to create and maintain the whitelists and hotlists:

1) An API, for single or batch updates
2) Access through the Management Portal

Both the methods shall support list maintenance including Add, Update, and Delete operations.

v. Evidence Package Generation Rules

1) The System shall not capture or store digital images or live video feeds unless triggered by a potentially enforceable violation.
2) For each detected potentially enforceable violation, the System shall generate an evidence package according to the Evidence Package Scenarios (Section II.3.c.vi).

vi. Evidence Package Requirements

1) <u>Scenario A: Violation by Vehicle Not on the Whitelist</u>

Contractor shall configure the System to, upon detection of a vehicle parked in a transit only lane or bus stop where the vehicle is not on the Whitelist, automatically capture and create a full evidence package for each vehicle obstruction.

The System shall generate the following digital files, each stamped with the required metadata below for the triggering event and shall be stored as secure, un-editable files for upload to the System backend for processing:

a) Two (2) context still images zoomed in at different distances

b) One (1) zoomed in license plate still image

c) One (1), 15-second (minimum and configurable between 6 to 20 seconds) context video

d) Metadata

(1) Date (format YYYY-MM-DD)
(2) Time (format HH:MM:SS)

(3) Vehicle license plate characters, state of issuance, registration expiration date, if visible, color of the vehicle, and if possible, make of the vehicle

(4) Location details: leading intersection, street address, side of the street of the violation, GPS latitude and longitude

(5) SFMTA route, bus number, division, and direction of travel

(6) Camera system ID(s)

(7) Compliance with [California Assembly Bill No. 917, and all amendments thereto](#)

2) Scenario B: Violation by Whitelisted Vehicle

Contractor shall configure the System to, upon detection of a vehicle parked in a transit only lane or bus stop where the vehicle is on the Whitelist, automatically capture and create a limited evidence package for each vehicle obstruction.

The System shall generate the following digital file, stamped with the required metadata below for the triggering event and stored as a secure, un-editable file for upload to the System backend for processing:

a) Metadata

(1) Date (format YYYY-MM-DD)

(2) Time (format HH:MM:SS)

(3) Vehicle license plate characters, state of issuance, registration expiration date, if visible, color of the vehicle, and if possible, make of the vehicle

(4) Location details: leading intersection, street address, side of the street of the violation, GPS latitude and longitude

(5) SFMTA route, bus number, division, and direction of travel

(6) Flag indicator that the vehicle is on the current Whitelist

(7) Camera system ID(s)

(8) Compliance with [California Assembly Bill No. 917 and all amendments thereto](#)

3) Scenario C: Violation by a Hotlisted Vehicle

Contractor shall configure the System to, upon detection of a vehicle parked in a transit only lane or bus stop where the vehicle is on the hotlist, automatically capture and create a full evidence package for each vehicle obstruction.

The System shall generate the following digital files, each stamped with the required metadata below for the triggering event and shall be stored as secure, un-editable files for upload to the System backend for processing:

a) Two (2) context still images zoomed in at different distances

b) One (1) zoomed in license plate still image

c) One (1), 15-second (minimum and configurable between 6 to 20 seconds) context video

d) Metadata

(1) Date (format YYYY-MM-DD)

(2) Time (format HH:MM:SS)

(3) Vehicle license plate characters, state of issuance, registration expiration date, if visible, color of the vehicle, and if possible, the make of the vehicle

(4) Location details: leading intersection, street address, side of the street of the violation, GPS latitude and longitude

(5) SFMTA route, bus number, division, and direction of travel

(6) Camera system ID(s)

(7) Compliance with California Assembly Bill No. 917 and all amendments thereto

vii. Evidence Package Transmission to Backend Processing

Contractor shall configure the System to:

1) Upload valid evidence packages from each vehicle unit to the backend for processing within five minutes of creation; and

2) Delete each evidence package from the System processing/storage unit once the upload to the backend is successfully completed.

viii. Evidence Package Storage

Contractor shall configure the System to store all evidence package details in the backend upon successful upload. The backend storage shall support receiving, preparing, reviewing, updating, approving, exporting, reporting, and electronic sending of evidence details to the citation processing Vendor, where appropriate.

ix. Evidence Package Video Retention and Destruction

Contractor shall ensure video evidence retention complies with the latest updates of all relevant sections of California Assembly Bill No. 917.

x. Evidence Package Pre-Processing

1) Contractor shall configure the System to perform all Vendor-required pre-processing of evidence package data after successful upload to the backend.

2) The System shall flag all evidence packages linked to stolen vehicles on the current Hotlist.

3) The System shall include a configurable flag switch for the SFMTA to select whether evidence packages linked to stolen vehicles on the Hotlist are routed for review to be issued a citation.

4) **Default Configuration**: Evidence packages linked to stolen vehicles on the Hotlist shall not be routed for review or citation. Instead, the System shall generate an alert containing the vehicle plate, issuing state, location, and date and

timestamp, which shall be emailed to email address(es) designated by the SFMTA.

5) The System shall delete any evidence package not routed for review in accordance with [California Assembly Bill No. 917](#).

6) The System shall route all other evidence packages to the review queue for SFMTA Parking Control Officers (PCO) through the Management Portal.

xi. Evidence Package Workflows

1) Contractor shall configure the System to route evidence packages to PCO review through the Management Portal. PCOs will determine whether to approve or reject a citation.

2) The System shall allow PCOs to update:

   a) The license plate and issuing state if these details are incorrectly recognized by the automated license plate reader.
   b) The street name if the GPS records an incorrect street for the violation.

3) The System shall update the evidence package with a record of any corrections, including the correction details, login ID of the individual making the correction, and date and timestamp of the correction in the metadata.

xii. Approval Process Workflow

Upon a PCO's determination that a citation should be issued, the System shall:

1) Record the date and timestamp and login ID of the PCO approving the evidence package.

2) Transmit the citation data from the evidence package to the SFMTA's citation processing Vendor via a secure open API. The use of a secure open API shall allow the SFMTA the option to change citation processing Vendors.

3) Update the metadata with the date and timestamp for the event of successful transmission to the citation processor.

xiii. Rejection Process Workflow – Review

Upon a PCO's determination that a citation should not be issued, the System shall:

1) Record the rejection, including the rejection code reason, date and timestamp, and login ID of the PCO rejecting the evidence package.
2) Move the rejected evidence package to a Parking Control Supervisor review queue.

   a) The System shall include a default review period of five calendar days for Parking Control Supervisor review.

    b) This default value shall be configurable through the Management Portal to any value between zero and ten calendar days.

3) If a Parking Control Supervisor determines that there is reason to reevaluate the evidence package, the Parking Control Supervisor will flag the evidence package for the System to route the evidence package to a different PCO for a one-time re-review.

4) Record the login ID of the Parking Control Supervisor and date and timestamp in the metadata for each evidence package marked for re-evaluation.

xiv. Rejection Process Workflow – Reject

1) If a citation is marked as rejected and not rerouted for review within five calendar days, the System shall immediately and permanently delete:

    a) All context still images
    b) All zoomed in license plate still images
    c) All context videos
    d) All Personally Identifiable Information (PII) contained in the metadata
    e) Vehicle license plate number and state of issuance
    f) Any other information as determined by the SFMTA

2) Metadata without any PII shall remain accessible through the Management Portal for reporting purposes.

xv. Evidence Package Activity Log

The System shall record the date and timestamp and login ID of the user, (or "System" where applicable) for each of the following event operations:

1) User login
2) Successful upload of an onboard evidence package from vehicle to backend for processing
3) Evidence package available for PCO review
4) Determination of approval or rejection by PCO
5) Parking Control Supervisor decision to route a rejected evidence package for review by a different PCO
6) Final determination of approval or rejection by PCO
7) Successful transmission of data required to generate a citation to the citation processing Vendor

xvi. Evidence Package – Retention

Contractor shall configure and maintain the System to manage video evidence retention in compliance with California Assembly Bill No. 917.

xvii. Evidence Preparation Schedule

1) Contractor shall configure the System to manage the evidence preparation schedule to ensure that an approval or rejection determination of evidence

packages is made within the timeframe as required by relevant sections of California Assembly Bill No. 917.

2) Final acceptance of a schedule, and any subsequent changes, will be subject to SFMTA approval.

xviii. Evidence Package Access

1) <u>**SFMTA Users**</u>

a) Contractor shall configure the System to allow the SFMTA to define roles and user groups to access PCO approved evidence packages through the Management Portal.

b) Permissions shall be assigned based on the roles and user groups, allowing the SFMTA to manage access to evidence packages at a granular level.

c) The System shall provide an API through which SFMTA or SFMTA's citation Vendor can retrieve all evidence package contents in real-time 24 hours a day, seven days per week, including:

    i. All context still images
    ii. All zoomed in license plate still images
    iii. All context videos
    iv. Vehicle license plate number and state of issuance
    v. Any other information as determined by the SFMTA

2) <u>**Registered Owner of Cited Vehicle**</u>

In accordance with California Assembly Bill No. 917, the registered vehicle owner must be able to view the evidence package of the alleged violation during normal business hours at no cost. SFMTA will host a website allowing registered vehicle owners to view alleged TOLE violation details via citation number or vehicle license plate. SFMTA will retrieve violation details from the application programming interface (API) detailed herein.

4 User Accounts

a. Contractor shall configure the System to support unlimited role-based user accounts for SFMTA personnel to manage access to the web-based Management Portal.

b. The Administrator role shall have permissions to define accessibility profiles for each user account.

c. The Super User role shall have access to permissions for System level configuration, maintenance, and reset/recovery operations, in addition those granted to all other roles.

d. The System shall allow SFMTA personnel with Administrator or Super User roles to perform the following, at no additional cost to the SFMTA:

i. Create and grant access to new users
ii. Grant additional permissions to existing users
iii. Disable or shut down accounts

e. User Authentication shall be implemented through Single Sign-On (SSO) as specified in Section II.A.9.

5 Management Portal

Contractor shall maintain a web-based Management Portal that enables access to configuration, maintenance, reporting, and other supporting functions related to Enforcement Zones, Evidence Packages, and other backend operations.

a. Availability

The Management Portal shall be available 24/7/365 (24 hours a day/ seven days a week / 365 days a year) and accessible via a standard web browser to an unlimited number of designated SFMTA personnel.

b. Authentication

Authentication to the Management Portal shall be implemented through SSO per Section II.A.9.

c. Authorization

Authorization shall be determined by roles defined in the System. Individuals may be assigned to one or more roles.

d. Features/Functions

i. The Management Portal shall provide functionality to support administrative and daily operational activities, including:

1) Role management
2) User account management
3) Workflow to review, approve, reject, and re-review Evidence Packages
4) Access to contents of evidence packages, including metadata, photos, and videos
5) Limited editing of evidence package metadata
6) Report generation
7) Remote monitoring of bus mounted System status
8) Maintenance of transit route and bus stop Enforcement Zone maps
9) Maintenance of Whitelisted vehicles
10) Maintenance of Hotlisted vehicles

6 Dashboard

The Management Portal shall also include a dashboard that visually displays real-time monitoring of heartbeat status indicators for each onboard camera system, with detailed status information for components including:

a. System processing/storage unit
b. Camera(s)
c. GPS connection
d. Time synchronization

   e. Cellular network connection

   f. IMEI # and SIM card # (if applicable)

7 Reporting and Data Access

a. Contractor shall configure the System to provide role-based access to reports through the Management Portal.

b. Reports shall include both pre-defined and ad-hoc reports, with the ability to specify date ranges and parameters (e.g., number of incidents within a given month).

c. The System shall allow viewing and exporting of raw data.

d. Subject to the retention requirements of AB-917, metadata, excluding any Personally Identifiable Information (PII), shall remain available online for twelve months from the time of its initial recording for reporting purposes.

e. Reports must support multiple categories, including:

   i. **System Configuration**: Enforcement Zone mapping and rules, Whitelist and Hotlist reporting, System health status

   ii. **Key Performance Indicators (KPIs)**: Violation rates, Violation heat maps/Frequency, Violation times

   iii. **Performance**: Violation detection accuracy, ALPR accuracy, location accuracy, System downtime, Quality of imagery/Data capture, Processing durations

   iv. **Audit**: Access logs, Data event logs

f. The System shall provide the capability for custom, non-standard and specific reporting of data queries on available data through the Management Portal.

g. All reports, alerts, and logs shall be exportable and printable.

8 Data Privacy

Contractor shall provide Services in accordance with the Surveillance Technology Policy attached to the Agreement as Appendix H. Contractor shall configure the System to prevent unauthorized access to any PII. The following data must be logged for any individual accessing PII.

a. User ID

b. Date and timestamp of access

9 Security

Contractor shall configure System to authenticate all users of the Management Portal through SSO with SFMTA's authentication mechanism, preferably utilizing Security Assertion Markup Language (SAML). See Section IX.A (Cybersecurity Risk Assessment).

10 System Integrations

a. Citation Processing Vendor

Contractor shall ensure successful integration through Contractor's APIs with the SFMTA's current citation processing Vendor as well as any future Vendors designated by the SFMTA.

b. Email

Contractor shall configure the System to support the secure emailing of select data elements for vehicles detected on the hotlist to email address(es) designated by the SFMTA.

c. Application Programming Interface (API)

Contractor shall provide secure open-standard non-proprietary APIs that grants the SFMTA unlimited access to secured data and configuration settings within the proposed System. A platform-independent architecture such as RESTful web services using HTTP methods and JSON payloads is preferred. The API shall include methods that enable:

i. Fetching of all violation event data and metadata, including those supporting performance and service analysis.

ii. Fetching/posting/patching of application configuration items, including but not limited to, event thresholds, behaviors, event types, and event statuses.

iii. Fetching/posting/patching of all SFMTA-sourced data, including but not limited to Operator/Employee/User information, vehicle lists, transit routes and bus stops configured as Enforcement Zones.

iv. Fetching all violation event data, metadata, photos, and video files in a non-proprietary format for the duration of the retention period pursuant to California Assembly Bill No. 917.

11 System Monitoring, Alerts, Notification, and Configuration

a. Monitoring Alerts

Contractor shall configure the System to support configurable email and SMS text messages to SFMTA-authorized recipients for real-time alerts and notifications regarding related specific monitored System events.

b. Bus Mounted Components Self-Monitoring and Self-Testing

i. Contractor shall configure the System for continuous real-time self-monitoring, self-testing, and self-reporting of System status, accessible through the Management Portal.

ii. Bus mounted components shall automatically detect and produce alerts for fault conditions in the event of any failure.

    iii. Daily self-test results shall be stored and made available through the Management Portal for six months.

  c. Data Upload Failure Alerts

    i. Contractor shall configure the System to send failure alerts every hour via email and/or SMS text message for each vehicle System that fails to upload collected data successfully within any continuous four hour period.

    ii. The data upload failure alert shall be sent after four hours of failed communication.

    iii. All data upload failure alerts shall be logged in the System and viewable in the Management Portal until manually cleared.

12 Service Level Obligations (SLO)

  a. Contractor shall maintain a Service Level Obligations (SLO) of 99.9% uptime, excluding scheduled maintenance window times and excluding failures of external components outside of Contractor's direct control.

  b. Contractor shall perform regular maintenance during an SFMTA approved scheduled downtime.

  c. Contractor shall provide monthly performance reports and participate in quarterly reviews with the SFMTA to discuss open tickets, propose resolution timelines, and monitor the overall health of the System. Adjustments shall be made as necessary to meet the SLO.

In the event that the System fails to meet any of the preceding defined Service Level Obligations, SFMTA will be due a Performance Credit as described in Appendix E to the Agreement (Service Level Obligations and Performance Metrics).

13 Delivery, Warranties, and Maintenance

  a. Delivery Schedule

  Contractor shall deliver one first article in-vehicle System per vehicle type within 30 calendar days of SFMTA Acceptance of the Pilot and shall fully deliver all System units within 180 calendar days from SFMTA Acceptance of the Pilot in accordance with the Schedule.

  b. Warranties

    i. Contractor shall be responsible for repairing or restoring any damage to buses resulting from installation, maintenance, or repair activities. All such damage must be reported to SFMTA within two (2) hours of occurrence. SFMTA reserves the right to determine who will perform the necessary repairs and must provide prior written approval for any repair work undertaken. If the SFMTA self-performs the repairs or hires a third party to perform the repairs, Contractor shall reimburse the SFMTA for the repair costs. All repair work shall conform to the requirements of the applicable bus warranties.

ii. Contractor shall provide full warranties covering all System components, Hardware, software, and interfaces for the original term of this Contract, and in any term extension options.

iii. Warranty coverage for each System shall begin with SFMTA's written acceptance of the System's installation on each vehicle.

iv. Warranties shall include:

1) Remote monitoring of all vehicle System components
2) Remote and/or on-site diagnostics to determine the cause of any failed System components
3) Parts and labor for the replacement of failed components at no cost to the SFMTA
4) Hardware, software, and Firmware updates and upgrades required to meet the SLO and Performance Metrics requirements stated herein

v. If the contractor sources components from third-party manufacturers (e.g., cameras, processors, storage units), all those original manufacturer warranties must also be assigned to SFMTA.

c. Warranty Maintenance

i. Contractor shall provide diagnostic and troubleshooting tools to minimize the need to remove and replace any components for warranty repair.

ii. Contractor shall coordinate all maintenance or repair services with the SFMTA according to the procedures in this section.

Contractor is not authorized to perform any warranty maintenance services, including those for Hardware, cloud, Software, and Firmware except as approved in advance by the SFMTA.

iii. *Response Time*

Contractor shall initiate and complete corrective actions within seventy-two (72) hours from receipt of notification, ensuring full restoration of all Contractor-provided central systems, Hardware, Software, designs, and services outlined in this Scope of Work, irrespective of the number of concurrent system failures, in response to all automated System failure alerts or service requests from the SFMTA.

iv. Vehicle System Component Removal and Replacement

1) If System maintenance or repair is required, Contractor shall be responsible for replacing affected components at no cost to the SFMTA.

2) Contractor shall update all Camera IDs and other relevant identifiers for components replaced.

3) If the System is damaged by Contractor while performing maintenance services, the damaged component shall be replaced by Contractor at no cost to the SFMTA.

4) **Repair Scheduling**

 a) Removal and replacement scheduling shall be coordinated with the SFMTA.
 b) Contractor shall be available 24/7 for scheduled repair work.
 c) No bus shall be held out of service for System maintenance purposes unless approved by the SFMTA.

5) **Onsite Requirements**

 Contractor staff shall:

 a) Sign in/out at entry when arriving and departing any SFMTA bus division facility
 b) Be escorted by SFMTA personnel while onsite
 c) Comply with SFMTA personnel oversight as necessary during Contractor's maintenance services
 d) Adhere to all applicable SFMTA safety requirements

14 Dedicated Account Manager

Contractor shall commit a dedicated (single point of contact) and knowledgeable account manager to answer the SFMTA's questions as they arise. This person shall be made available to a limited, but select number of SFMTA personnel by email or telephone during normal business hours.

B. Work Tasks

1. Notice to Proceed 1: Pilot, User Acceptance Testing, and Acceptance

Contactor shall perform an initial Pilot installation of the System Hardware on two vehicles to operate over a 30-day period to demonstrate System functionality identified in this Scope of Work to the SFMTA's satisfaction. The vehicles selected for the Pilot may include one or more of the major vehicle types identified as in-scope. If significant differences are discovered between vehicle types, Contractor shall develop detailed installation instructions for each vehicle type to ensure proper and consistent deployment.

Within 30 days of the SFMTA issuing NTP 1, Contractor shall provide a Pilot Work Plan and install the System on two buses to commence the Pilot operation period. The Pilot Work Plan must include the following:

 a. **Work Plan**: A document detailing work instructions, required materials, and vehicle integration processes.
 b. **Quality Control and Testing Plan**: A comprehensive plan outlining the procedures for quality assurance and testing of the automated transit only lane and bus stop enforcement system.

c. **Interface Control Document (ICD):** Documentation of all interfaces between the proposed System and the selected New Flyer Xcelsior vehicle models.

d. **Vehicle Specification Assessment Documentation:** Detailed information on the Hardware and electrical connection for each vehicle configuration type. The documentation shall include a wiring diagram, equipment datasheets, bill of materials, and compliance certificates. Contractor shall be responsible for providing and documenting power consumption calculations and specifying any input voltage conversion or filtering required to reliably operate the equipment on vehicle model types. Contractor shall also document a delayed time off mechanism, if the equipment is powered by the vehicle battery bus.

Contractor shall demonstrate to the SFMTA within 30 calendar days of NTP 1 that the System operates in accordance with the Performance Metrics and Service Level Obligations in this Scope of Work. Following the Pilot period, User Acceptance Testing (UAT) of the Pilot installation will be conducted by the SFMTA. The UAT will include testing of the web portal/user interface and all other components needed for a full functioning System. The SFMTA will validate and approve the Contractor submittals for the success of the UAT. The SFMTA will determine success of the UAT based on requirements traceability included in this RFP. The SFMTA will perform oversight during this UAT of the pilot installation phase and direct the Contractor to make necessary changes.

The SFMTA reserves the right to refine or modify requirements based on the outcome of the Pilot. The Pilot activities shall not impact regular service and may, in the SFMTA's sole discretion, be conducted on night shifts or during weekend timeframes.

Final Acceptance of the Pilot and approval for full deployment will be granted by the SFMTA only if all requirements specified in Section II.A (Requirements and Specifications) are met during the 30-day pilot. The SFMTA will endeavor to complete the review of the Pilot within 30 days of the completion of the Pilot operation period. Any adjustments to Hardware or Software configurations identified during the Pilot shall be submitted for re-testing prior to SFMTA Acceptance and within thirty (30) days of the installation of the System Hardware for the Pilot.

2. Notice to Proceed (NTP) 2: Planning and Design

Within 10 days of the SFMTA issuing the NTP 2, Contractor shall be responsible for designing, planning, and executing an implementation plan of the proposed System on the selected New Flyer Xcelsior vehicle models (Implementation Plan).

The Implementation Plan shall include:

a. **Schematic Drawings**: Comprehensive wiring diagrams and design documentation detailing connection to power sources, and integration points with existing on-board vehicle systems.

b. **Detailed Installation Plan**: A detailed plan outlining the procedures, tools required, safety protocols, and QA/QC measures necessary for the mounting, calibration, wiring of all Hardware, verification of Firmware, and configuration of all Cloud Software components.

c. **Troubleshooting Guides**: Documentation to assist in diagnosing and resolving Hardware issues that may arise during or after installation.

The SFMTA will determine if the design provided by Contractor in the Implementation Plan is acceptable and approve the method for installation and repeatability of the process. The SFMTA will also determine if vehicle mounting/calibrations/wirings are accurately detailed and installed for the Pilot installation phase.

Contractor shall obtain the SFMTA's written approval of the Installation Plan prior to the installation of the System on any vehicle. The SFMTA reserves the right to observe and/or oversee any installation work performed by Contractor and provide written approval before the buses are released for service operation.

All System designs and work plans shall be subject to review and approval by SFMTA's Transit and Bus Fleet Project Teams prior to commencing work.

3. Notice to Proceed 3 - Deployment

Within 7 days of the SFMTA issuing NTP 3, Contractor shall confirm the proposed deployment schedule from the Project Implementation Plan for SFMTA's approval. The proposed deployment schedule shall be provided in response to this RFP. Contractor shall clearly show, in the deployment schedule, a plan detailing all work required to complete the deployment within a timeframe approved by the SFMTA.

Contractor will perform a pre-op inspection with photographs and video documenting the condition of each vehicle prior to the Contractor implementation work, and conclude with a post-op inspection with photographs documenting the condition of each vehicle and to verify install quality and that any affected systems on the vehicle still function as expected. Contractor shall provide the SFMTA with copies of the photographs and video taken during these inspections within one business day of the completion of the post-op inspection. SFMTA may provide oversight during the implementation work, and each installation is only accepted after the SFMTA signs off on the post-op inspection in accordance with the installation requirements identified in Section II.A of this Scope of Work.

The acceptance form and inspection requirements shall be mutually agreed upon by Contractor and the SFMTA after the Pilot installation and before beginning the rest of the fleet.

Contractor shall provide implementation, installation, and deployment services that meet all requirements specified in this Scope of Work, Section II.A, as well as:

a. Overall access design and installation plan.

b. Delivery, operation, testing, commissioning and go-live of System Hardware and Software.

c. Maintenance Instructions: Adjustment and test procedures shall be provided by Contractor if the supplied Hardware is required to be maintained by the Agency. All preventive maintenance and corrective maintenance procedures shall be provided.

d. A troubleshooting guide for first line maintenance (i.e., repair/replacement of Hardware).

4. Training

Contractor shall be responsible for providing training to SFMTA personnel on the System within six months of the SFMTA's Acceptance of the Pilot, including the following:

a. Hardware Installation and Maintenance: Training for Hardware usage, installation, maintenance, and repair, including replacement, adjustment/calibration, and testing. Training shall include the details of installation, diagnosis, and maintenance procedures.

b. System Software Administrator: Training for Administrators and Super Users on the use of all features and operations available through the Management Portal System.

c. Hands-on training: Training to designated SFMTA personnel in the following areas:

i. Fleet Management Training: Contractor shall provide, upon request, a demonstration of the software application in a one-time Web-Based training session to designated SFMTA Fleet Management personnel. The Web-Based training shall include, but not be limited to, all Management Portal operations, system configuration, viewing events videos, and understanding ongoing program performance including Key Performance Indicators (KPI) level reporting. The training shall be recorded and be made available for future viewing.

ii. Enforcement: Contractor shall provide, upon request, a demonstration of the software application in a one-time Web-Based training session to designated SFMTA Enforcement personnel. The Web-Based training shall include all operations related to configuration and maintenance of Enforcement Zones, approval/rejection/re-review of evidence packages, system configuration for evidence packages, viewing event videos for evidence packages, updating vehicle information on both the Whitelist and Hotlist, and understanding ongoing program performance including Key Performance Indicators (KPI) level reporting. The training shall be recorded and be made available for future viewing.

iii. Transit Division: Contractor shall provide, upon request, a demonstration of the Software application in a one-time Web-Based training session to designated

SFMTA Transit Operations personnel. The Web-Based training shall include, but not be limited to, all operations related to monitoring and reporting on ongoing program performance, reporting on Key Performance Indicators (KPI), configuration and maintenance of Enforcement Zones, and download of raw data for reporting on program performance. The training shall be recorded and be made available for future viewing.

iv. <u>Video Shop:</u> Contractor shall provide, upon request, a demonstration of the software application in a one-time Web-Based training session to designated SFMTA Video Shop personnel. The Web-Based training shall include, but not be limited to, all operations related to replacement and calibration of video and related Hardware. The training shall be recorded and be made available for future viewing.

v. <u>Citation Review:</u> Contractor shall provide, upon request, a demonstration of the software application in a one-time Web-Based training session to designated SFMTA Citation Review personnel. The Web-Based training shall include, but not be limited to, all operations related to viewing details of approved evidence packages. The training shall be recorded and be made available for future viewing.

vi. <u>Administrators/Super Users:</u> Contractor shall provide, upon request, a demonstration of the software application in a one-time Web-Based training session to designated SFMTA Administrators/Super Users personnel. The Web-Based training shall include, but not be limited to, all operations related to management and maintenance of the system. The training shall be recorded and be made available for future viewing.

5.   Software and Hardware Licenses

Contractor shall provide the SFMTA with necessary software licenses required for the successful operation, management, configuration and maintenance of the System throughout the Contract Term, including all option periods, in accordance with the terms of the Agreement.

Contractor shall provide all necessary Hardware and Software licenses to allow operation of the System. In addition, Contractor shall provide Software licenses that allow ongoing access to Contractor's web portal application for designated SFMTA personnel.

6.   Post Go-Live Support

Contractor shall provide onsite personnel support for four weeks following the implementation and go-live of the System to immediately resolve issues, concerns, and questions. The activities involved during post go-live support include on-site presence of personnel, and/or personnel who are accessible for on-call support.

7.   System Maintenance, Software Maintenance, and Support

a. Contractor shall provide SaaS Services, including ongoing support and maintenance, in accordance with Appendix C to the Agreement.

b. Contractor shall respond within 4 hours to all defects and issues that result in 80% or more of deployed System installations being inoperative.

c. Contractor shall restore full System functionality within 72 hours to all defects and issues that result in 80% or more of deployed System installations being inoperative.

d. Contractor shall resolve within forty-eight hours to all defects and issues resulting in limited performance, but the System is not down, for 20% or more of deployed installations.

e. Contractor shall ensure that any software/Firmware upgrades can be automatically downloaded.

f. Contractor shall schedule any downtime for non-emergency software maintenance during SFMTA's non-revenue hours (1-4 AM PT).

g. Contractor shall schedule any downtime for regular System maintenance during SFMTA's non-revenue hours (1-4 AM PT).

h. Contractor shall work with the SFMTA to schedule monthly reporting and quarterly System performance reviews to the SFMTA. In the review, Contractor shall discuss open tickets and propose resolution times to monitor progress and overall health of the deployment over the course of the contract and adjust as necessary to meet the SLO.

i. If the solution provider has servers on-premise, the SFMTA expects that the environment shall be patched at least every 30 days.

C.   Non-Warranty Spare Parts and Labor

As part of the Capital Costs, Contractor shall provide any nonstandard tools, materials, or equipment, including any initial spare parts reserve necessary to operate and maintain the System.

Contractor shall also provide a price list for non-warranty spare parts as part of its Proposal in response to this RFP ("Price List"). The Price List will not be considered as part of the pricing scoring for this RFP, but will be used by the SFMTA to order spare parts on an as-needed basis during the term of the Contract. Should additional spare parts be necessary, Contractor shall be able to provide spare parts within 5 business days.

Contractor shall also provide the labor rate(s) for non-warranty labor and additional training beyond the training identified in this RFP.

D.   Reserved. (Regulatory and Compliance Requirements Specific to the Goods/ Services Solicited)

III. Minimum Qualifications

The Minimum Qualifications (MQs) set forth below are required for a Proposer to be eligible to submit a Proposal in response to this RFP.

Proposers must provide documentation that clearly demonstrates each MQ listed below has been met. Minimum Qualification documentation should be clearly marked as "MQ1," or "MQ2," or "MQ3," to indicate which MQ it supports.

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process**.

The SFMTA reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the MQs. Clarifications are limited exchanges between the SFMTA and the Proposer for the purpose of clarifying certain aspects of the Proposal and will not provide a Proposer the opportunity to revise or modify its Proposal.

MQ #	Description
MQ1	Proposer has a minimum of three years of experience developing and implementing automated bus lane enforcement technology solution for public transit agencies similar in size to the SFMTA.
	Include a statement and supporting information that Proposer has the requisite experience to meet this MQ. A description of at least one successfully implemented system for a public transit agency similar in size to the SFMTA must be included.
MQ2	Proposer has a minimum of three years of experience developing and implementing automated bus lane enforcement technology solution for public transit agencies with fleets including vehicles between 40' and 60' in length.
	Include a statement and supporting information that Proposer has the requisite experience to meet this MQ. A description of at least one successfully implemented system for a public transit agency with fleets including vehicles between 40' and 60' in length.
MQ3	Proposed solution shall be a proven commercially available, off-the-shelf (COTS), product that is not custom-developed specifically for the SFMTA. The COTS solution must have been implemented with at least 3 public transit agencies and must include a product roadmap for future features.

	Include a statement and supporting information that Proposer has the requisite experience to meet this MQ. A description of using this commercially-off-the-shelf solution on a successfully implemented system must be included.

Any Proposal that does not demonstrate that the Proposer meets these MQs by the deadline for submittal of Proposals may be deemed non-responsive.

IV. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by [Insert the time] PT on [Insert the date]. Proposers must submit their Proposals in an electronic format by email to eric.jiang@sfmta.com.

Proposers shall limit email messages to 25MB or less.

Proposers may break up their Proposals into separate electronic files and submit these in separate emails. Per Section IV.B, each electronic file shall be clearly marked "SFMTA-2025-86-LOC" and, as applicable, "Part 1 – Written Proposal," "Part 2 – Requirements Traceability Matrix," "Part 3 - CMD Attachment 2 Forms," "Part 4 – Price Proposal," and "Part 5 – City Terms and Conditions."

Proposers are fully responsible for ensuring their entire Proposals are received by the time and date indicated. The SFMTA will not accept late Proposals, even in cases of known email system failure. Accordingly, Proposers are encouraged to submit their Proposals at least 24 hours before the time and date due.

B. Proposal Content and Format

Firms interested in responding to this RFP must submit Proposals that include the information requested in this Section IV.B, in the order and format specified herein. The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.

Proposer shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. The SFMTA prefers that text be unjustified (i.e., with a ragged-right margin), and that you use an 11-point or larger serif font (e.g., Times New Roman, and not Arial). Pages must have margins of at least 1" on all sides (excluding headers and footers).

Proposals shall be submitted in five separate electronic files, as listed below. Each electronic file shall be clearly marked "SFMTA-2025-86-LOC" and, as applicable, "Part 1 – Written Proposal," "Part 2 – Requirements Traceability Matrix," "Part 3 - CMD Attachment 2 Forms," "Part 4 – Price Proposal," and "Part 5 – City Terms and Conditions."

- Part 1 – One electronic copy of the Written Proposal, including completed and signed Appendices C, D, and E, and completed Schedule. (Submit Appendices A, and F as separate files, as stated below.)

- Part 2 – Requirements Traceability Matrix: One electronic copy of the completed Appendix H: Requirements Traceability Matrix (Excel Workbook).

- Part 3 – One electronic copy of the completed and signed Appendix A forms (see Section IX.R and Appendix A) as a separate file on your electronic media submission.

- Part 4 – One electronic copy of the completed Appendix F (Price Proposal form) as a separate file on the electronic media submission (Excel Workbook).

- Part 5 (City Terms and Conditions) – Proposers wishing to negotiate modification of terms and conditions must attach a copy of the SFMTA's Sample Agreement referring to the specific portion of the Agreement to be changed and show the proposed changes in "Track Changes" mode.

All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on behalf of your firm. Your electronic media shall be clearly marked that it is for "SFMTA-2025-86-LOC."

C.   Part 1 – Written Proposal

Firms interested in responding to this RFP must submit Written Proposals that include the information requested in this Section IV.C, in the order specified herein. Written Proposals must include a table of contents showing the applicable section headings and sub-headings, section numbering, and page numbers. Page limitations, if any, are indicated below in parentheses next to the corresponding section headings.

It is imperative that the Proposal follow the format as listed below. All sections must be separated by a labeled cover page. Cover pages do not count against the page limits indicated below.

1.   Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction with an executive summary of the Proposal that includes the information listed below. The letter must be signed by an authorized representative of the Proposer. The authorized representative must have the authority to obligate the Proposer's team to perform the commitments made in the Proposal.

   a.   Proposer Contact. Name, address, telephone number, and email address of Proposer's contact person for this proposal.

   b.   Account Manager. Identify an overall account manager who will serve as the primary contact with the SFMTA.

   c.   Confirmation that Proposer is willing and able to perform the work described in the RFP and will meet the LBE Ordinance requirements.

   d.   Include the following commitment in your letter: Proposer has read and agrees to enter into a contract substantially in the form as the SFMTA's Sample Agreement except as noted by Proposer in proposed modifications that are submitted in response to Section IV.F of RFP No. SFMTA-2025-86-LOC.

2. Supplier Information (up to 1 page)

Proposals shall contain one of the following statements.

a. "My company is currently a City and County of San Francisco Supplier, and the City and County of San Francisco Supplier Number is: _____."

Or

b. "My company is currently not a City and County of San Francisco Supplier but will register to become one."

3. Minimum Qualifications Documentation (up to 1 page)

Include a summary that clearly demonstrates that each Minimum Qualification (MQ) listed in Section III (Minimum Qualifications) has been met. Minimum Qualification documentation should be clearly marked as "MQ1," "MQ2," or "MQ3," to indicate which MQ it supports.

4. Project Approach (up to 10 pages)

Describe the overall work approach to planning, designing, testing and implementing the proposed System and the related support functions. At a minimum, please describe the following

a. Overall scope of work tasks.

b. Approach for coordinating/managing all work activities, including coordination and communication with SFMTA staff, to meet project milestones and deliverable due dates.

c. Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC).

d. Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.

e. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.

5. Proposed System and Requirements Traceability Matrix (up to 20 pages, not including matrix)

a. Include a description of the proposed System and specific information regarding:

i. Minimum Hardware, network, and operating system requirements.

ii. A schedule of system maintenance/new releases over the past two years for the system being proposed (including a summary of new release content, the reason for product update, impact to clients, whether optional or required).

    iii. Any planned or in-process modifications or enhancements to the system Hardware and software being proposed over the next 12 months, including the expected date of release.

    iv. All pre- and post-installation/operational System support and/or available support options.

b. **Requirements Traceability Matrix**. Provide evidence showing that the proposed solution requires minimal customization to operate effectively within the SFMTA environment, leveraging existing functionalities to the greatest extent possible.

Proposers shall submit with their response to this RFP a completed Requirements Traceability Matrix as a separate Excel Worksheet electronic file that includes the information requested in Appendix H.

Provide a response for each individual requirement included in the matrix and indicate one of the following responses:

    i. Standard – Contractor meets the requirement with its standard Hardware and software configuration.

    ii. Configurable – Contractor can configure its Hardware and software to meet the requirement.

    iii. Development Required – Contractor requires further development of its Hardware or software to meet the requirement.

    iv. Not Available – Contractor cannot meet the requirement.

    Note any requirements that cannot be met with the Contractor's standard equipment and software and indicate if they can be modified to accommodate the requirement, and the approximate time of modification.

6. Project Implementation Plan (up to 20 pages)

Provide a detailed implementation plan and a schedule for providing all System Hardware, software; planning and design, pre-deployment demonstration testing, User Acceptance Testing, deployment, installation training and oversight; a proposed in-vehicle installation schedule; and post-delivery monitoring for SFMTA's bus fleet. as described in Section II of this RFP. Address or include each item listed below:

a. Recommendations that benefit the overall project schedule.

b. A comprehensive description of the operational and staffing plan for the implementation of System.

c. A comprehensive list of items or support that the Proposer requires from the SFMTA to facilitate carrying out the implementation plan.

d. A timetable for go-live operations.

e. A Schedule for the implementation of the System on up to 212 buses (attached to the Agreement as Appendix B); the Schedule should be based on calendar days from Notice to Proceed No. 1.

7. Firm Qualifications (Prime Contractor and Subcontractors) (up to 4 pages)

Provide information on the background and qualifications of the Proposer's team, which includes a brief description of the Proposer's firm (including a description of the Prime Contractor and any relevant subcontracting firms, Joint Venture (JV) or partnership agreements). Proposer must demonstrate corporate qualifications, commitment, strength, and technical capabilities to fulfill all the Services specified and required to successfully accomplish the work described in Section II of this RFP. If Proposer is a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. The Lead JV Partner shall demonstrate proven experience in managing and leading.

8. Past Projects (up to 8 pages)

Proposer must describe four most recent automated bus lane enforcement system implementation projects previously managed by the Proposer's firm (including a description of the Prime Contractor and any relevant subcontracting firms, joint venture or partnership) within the last 10 years.

a. **Similar Size and Scope**: Each project must be of the type and scope of services specified in this Solicitation.

b. **Project Details**: The descriptions shall include each item listed below.

   i. Project name;

   ii. Project scope summary;

   iii. Dates when the project was performed;

   iv. Project costs;

   v. Proposer's role and responsibilities in the project;

   vi. Proposer's performance on delivering the project on schedule and on budget;

   vii. Proposer staff members who worked on the project; and

   viii. Client name, reference, and contact information.

   The project descriptions must clearly demonstrate a minimum of three years of experience in providing developing and implementing automated bus lane enforcement for public transit agency bus fleet vehicle services, including buses between 40' and 60' in length, as detailed in Section III, MQ,1 and MQ2.

c. Proposer must include a list of at least three customers for which the proposed solution has been implemented. (See Section III, MQ3). For each client listed, please provide client name, reference, and contact information.

It is the Proposer's responsibility to ensure that all contact information for references is current and includes names, telephone numbers, and email addresses. If contact information is not provided or incorrect for the purposes of verifying project experience, the Proposal may be deemed non-responsive.

9. **Individual Team Member Qualifications (up to 6 pages, not including resumes)**

   Provide the following information for Proposer's Project Team.

   a. **Key/Lead Team Members:** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members (e.g., the Project Manager, Account Manager, Key Technical Lead, On-Site Supervisor) so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

   Explain how the Proposer and each of its subcontractors have adequate professional staff or plan to fulfill the commitment to increase professional staff where required so as to perform all services outlined in the Scope of Services of this RFP.

   The continuity of Key Personnel is of vital importance to the success of this Project and to the SFMTA. The Proposer shall describe the agreements the Proposer and its subcontractors have made so that the proposed staff named in the Proposal will in fact be available from the start of the contract and will be committed to stay through the end of their assignments.

   The SFMTA reserves the right to require the Proposer to reassign any individual on the Proposer's project team if the SFMTA is unsatisfied with that person's performance or that person fails to demonstrate the required qualifications or expertise. The SFMTA reserves the right to review and approve any replacement of team members, and the right to reject invoices submitted related to work performed by replacement team members that the SFMTA did not approve.

   b. **Other Team Members:** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who has been identified to perform the services outlined in this Solicitation. Discuss each team member's background and recent experience (last five years) and tasks performed in order to demonstrate a strong ability to successfully perform the work.

   c. **Resumes:** A Resume for each Key/Lead Team Members listed in response to subpart (a), above. Each resume must include: (i) name, title, and firm affiliation of key personnel; (ii) relevant work history, including dates for which team members worked for each employer listed; and (iii) relevant certifications, or other credentials. Limit resumes to two-pages each.

d. **Team Organization Chart:** Attach an Organizational Chart that illustrates the team structure (include the integration/interaction with the SFMTA project team staff). Note the name and title/role for each team member.

D. Part 3 – Contract Monitoring Division (CMD) Attachment 2

Submit completed and signed forms listed in RFP Appendix A, CMD Attachment 2: "Requirements for Architecture, Engineering & Professional Services Contracts for Contracts equal or greater than 50% of the Minimum Competitive Amount and that are Advertised on or after July 1, 2024," to document compliance with the LBE requirements described in Section IX.R of this RFP.

E. Part 4 – Price Proposal

Proposers shall submit with their response to this RFP a Price Proposal as a separate electronic Excel Workbook file that includes all information requested in Appendix F (Items 1 through 7) and is in the format described in Appendix F. The Price Proposal shall include:

1. **Capital Costs (Appendix F – Item 1 and Item 6):**

   a. **Item 1 – Capital Costs: Onboard System Hardware.** Contractor shall propose a lump sum price per bus for the SFMTA to purchase the Hardware and order the installation of the System on up to 212 buses.

   b. **Item 6 – Capital Costs: Onboard System Hardware – Additional Buses**: The SFMTA shall have the option, in its sole discretion, to purchase the Hardware and order the installation of the System on additional buses, up to approximately 800 buses. Contractor shall propose a lump sum price per bus for these additional buses.

   Proposers may provide either a flat rate for the Capital Costs per bus for up to approximately 800 buses or tiered pricing. If Proposer elects to provide tiered pricing, the pricing for the initial 212 buses must be clearly identified, as indicated in Appendix F (Item 1).

   The Capital Costs shall include payment for all costs to purchase and install Hardware and implement the System, including but not limited to all costs of Hardware, design, planning, installation, configuration, calibration, training, mapping of routes and bus stops, systems integration, portal setup and configuration.

   The SFMTA, in its sole discretion, will determine the number of buses on which the System will be installed under this Agreement. The SFMTA shall retain ownership of all Hardware upon expiration or termination of this Agreement.

2. **Flexible Payment Plan (Appendix F, Items 2 through 5):**

Contractor shall propose a monthly rate per bus for the Flexible Payment Plan, which covers operation, maintenance, warranty, hosting, and SaaS access, as detailed in Appendix F (Items 2 through 5):

- Item 2: Base Term – 36 months

- Item 3: Option Term 1 – 12 months

- Item 4: Option Term 2 – 12 months

- Item 5: Option Term 3 – 12 months

Contractor shall receive 100% of the Net Revenue collected by the SFMTA per bus per month, which was generated from tickets issued exclusively from the System, up to the amount identified on the Price Proposal as the "Flexible Payment Plan Rate."

Compensation for Services rendered shall be made in monthly payments for the System on each bus, based on a calendar year, on or before the first day of each month following the Acceptance of the System on each bus by City. The total amount paid per month will not exceed the Flexible Payment Plan Rate multiplied by the number of buses on which the System is Accepted. The Flexible Payment Plan Rate will include payment for all Services pertaining to operation of the System, including but not limited to System operation and maintenance, warranty and unlimited full access to the Contractor hosted SaaS. If the Net Revenue collected by the SFMTA, generated by the System, exceeds the Flexible Payment Plan Rate per month per bus, the City shall retain the amount in excess of the Flexible Plan Rate per month per bus, subject to the following:

- If Net Revenue is below the Flexible Payment Plan Rate per bus per month, then Contractor shall accrue the amount of difference between 100 % Net Revenue and the Flexible Payment Plan Rate per bus per month. The amount accrued/deferred can be applied to future Net Revenue in excess of the Flexible Payment Plan Rate per month during each calendar year.

- If the Net Revenue collected during a month exceeds the amount of Flexible Payment Plan Rate per bus for the same month, the SFMTA shall pay Contractor the deferred amount up to the Net Revenue collected during each calendar year. The accrued/deferred amount will not extend beyond the current calendar year. Each year on January 1, the deferred / accrued amount will reset to $0.

3. **Removal and Reinstallation of the System on Buses. (Appendix F, Item 7)**

The SFMTA may, in its sole discretion, determine that the Hardware would be more beneficial to the Program on a different bus than which it was originally installed. For example, if a bus is out of commission for any period of time due to maintenance or repairs, or if the SFMTA determines that the Hardware would be more beneficial on a

different line, the SFMTA may order the removal and reinstallation of the Hardware on a different bus in the SFMTA's fleet. The SFMTA may in its sole discretion issue a Purchase Order for the removal and reinstallation of the System on a different bus in the SFMTA's fleet. Contractor shall propose a lump sum price per bus (Item 7) covering all labor, materials and equipment for this work.

4. Pricing Requirements

The price of each task shall include all costs, overhead, and profit associated with completion of all of the work identified in the Scope of Work, including the labor costs of the team members who will perform each specific task.

The SFMTA may request additional clarification on rates or a breakdown of the hours and costs from the highest ranked Proposer. During contract negotiations, the SFMTA and the highest-ranked Proposer will determine a milestone/payment schedule (see Section V.E.).

5. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and other pricing provided by each Proposer, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

6. Price Lists

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

F. Part 5 – City Terms and Conditions

Proposer must acknowledge that it is agreeing to enter into a contract substantially in the form as the SFMTA's Sample Agreement (Appendix B). If the Proposer is unable to accept SFMTA's terms and conditions substantially in the form presented in the SFMTA's proposed Sample Agreement, the Proposer shall include a revised copy of the Agreement with its Proposal. The revised copy of the Proposed Agreement must clearly:

1. Mark those sections to which it objects;
2. Set forth Proposer's alternative terms with respect to each such section; and
3. Explain the basis for each proposed change (in a comment).

The revised copy of the Proposed Agreement must be submitted to the SFMTA in MS Word format, and must show proposed changes in "Track Changes" mode. The SFMTA's selection of any Proposer who proposes changes to the SFMTA's Agreement terms shall not be deemed as acceptance of the Proposer's proposed changes.

The SFMTA will evaluate Proposals based on the Submission Requirements and City Terms and Conditions without taking into account Proposer's proposed changes.

With regard to the Price Proposal, Proposers should submit a Price Proposal which assumes that the SFMTA has not accepted Proposer's proposed changes. If the Proposer's proposed changes to the City Terms and Conditions, if accepted, would affect the submitted Price Proposal, the Proposer should clearly indicate the potential price discrepancies that may occur as a result of acceptance of the Proposer's changes to the City's Terms and Conditions.

V. Evaluation and Selection Criteria

A. Initial Screening

SFMTA staff will review each Proposal for an initial review of responsiveness. Elements reviewed will include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, verifiable references, and responsiveness to the material terms and conditions in Appendix B, Sample Agreement for Software Licenses, Standard Software Support, and Professional Services.

The SFMTA will not score Proposals during the initial review. This review will consist of a pass/fail determination as to whether a Proposal meets the threshold requirements described above. The SFMTA will deem non-responsive any proposal that fails to meet these requirements. The SFMTA will not include any Proposal deemed non-responsive in the Overall Evaluation Process described in Section V.B. below.

The SFMTA reserves the right to request clarifications from Proposers prior to rejecting a Proposal for non-responsiveness. Clarifications are limited exchanges between the SFMTA and the Proposer for the purpose of clarifying certain aspects of the Proposal and will not provide a Proposer the opportunity to revise or modify its Proposal.

B. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points:

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	**Pass/Fail**
Written Proposal	**140**
Completeness and Organization of Proposal Submission	10
Project Approach	20
Proposed System and Requirements Traceability Matrix	45
Project Implementation Plan	35
Firm Qualifications (Prime Contractor and Subcontractors)	10
Past Projects	10
Individual Team Member Qualifications	10

Evaluation Phase	Maximum Points
Price Proposal	**50**
Oral Interview (if conducted)	**10**
TOTAL	**200**

The final phase of the evaluation will be contract negotiations. The awarded Proposal may change based on the outcome of the negotiations.

The SFMTA intends to award one contract to the Proposer it considers will provide the best value to the Agency, which is the Proposal that provides the most comprehensive program services for a reasonable price. In addition to scoring based on Written Proposals, Price Proposals, and oral interviews (if conducted), the SFMTA will also consider the results of contract negotiations in the final selection. The SFMTA reserves the right to accept other than the lowest-priced offer, and to reject any Proposal that is non-responsive to this RFP.

C. Selection Criteria

An Evaluation Panel comprised of parties with expertise in automated bus lane enforcement will evaluate Proposals, using the criteria described below.

1. Completeness and Organization of Proposal Submission (10 points)

a. Proposal conforms with the RFP submission requirements and concisely but comprehensively addresses RFP requirements in the order presented in Section IV (Submission Requirements).

b. Proposal is professionally presented and contains organized content and format.

2. Project Approach (20 points)

a. Overall approach to successfully planning, designing, testing, and overseeing the installation of the System and the work tasks requested in this RFP.

b. Approach for coordinating/managing all work activities, including coordination and communication with SFMTA staff, to meet project milestones and deliverable due dates.

c. Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC).

d. Processes for internal and external notification, resolution of technical conflicts, and cost/schedule variances.

f. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.

3. **Proposed System and Requirements Traceability Matrix (45 points)**

   a. Completeness of description of the proposed System that addresses the requirements included in Section II of this RFP. **(15 Points)**

   b. Response to each individual requirement included in the Requirements Traceability Matrix. No points will be awarded for any requirement that does not have a corresponding response, and the Agency may determine that an incomplete Proposal is non-responsive and decline to score it. Please review all the documents to ensure each requirement is properly addressed. Note any requirements that cannot be met with the proposed System and indicate if the System software can be modified to accommodate the requirement, and the approximate time of modification. **(30 Points)**

4. **Project Implementation Plan (35 points)**

   a. Reasonableness of the proposed implementation plan that addresses the requirements included in Section II of this RFP.

   b. Effectiveness of the operational and staffing plan for the implementation of the System.

   c. Proposer's understanding of the components of the scope of services to be

   d. Completeness of list of items or support that the Proposer requires from the SFMTA in order to facilitate carrying out the implementation plan.

   e. Reasonableness of go-live timetable.

   f. Reasonableness of Post-delivery support, Monitoring and Reporting plan.

5. **Firm Qualifications (Prime Contractor and Subcontractors) (10 points)**

   a. Proposer's firm (Prime Contractor) and the team's (any relevant subcontracting firms, joint venture or partnership agreements) demonstrated qualifications, commitment, strength, and technical capabilities to fulfill all services in the subject areas necessary to complete the tasks.

6. **Past Projects (10 points)**

   a. Proposer's depth of experience working on automated bus lane enforcement system implementation projects similar in size, scope, and complexity to the Services requested in this RFP.

   b. Strength or successful outcome of showcased projects, including demonstrated adherence to scope, schedule, deadlines and budgets.

   c. The extent to which the Proposer demonstrates that the proposed solution has been successfully implemented for at least 3 distinct customers, as evidenced by the provided client list and references.

   d. The SFMTA will check references for those firms that are short-listed for an Oral Interview (see below).

7. Individual Team Member Qualifications (10 points)

a. The extent to which Proposer's Key/Lead Members and other Team Members demonstrate the experience necessary to perform the roles for which they are identified and would provide value to the SFMTA and the Project.

b. Recent experience (last five years) of staff assigned to the project and a description of the tasks to be performed by each staff person.

c. Professional qualifications and education.

d. Current workload, staff availability and accessibility.

e. Effectiveness of organization chart.

8. Price Proposal (50 points)

The Price Proposal scoring will be as follows:

Part 1 - Capital Costs: Onboard System Hardware (Item 1) and Flexible Payment Plans (Items 2 through 5) (45 Points)

The Price Proposal with the lowest total fees for Part 1 (Sum of Appendix F, Items 1 through 5) will receive a maximum of 45 points.

Each of the other Proposer's Price Proposals will be scored by dividing the lowest total fee for Part 1 by each Proposer's respective Price Proposal for Part 1, and then multiplied by 45

See the following illustration as an example for assessing the fees for the professional

Proposer	Evaluated Price for Part 1 (Items 1 through 5)	Calculation of Points	Points Assigned
Proposer A	$1,000,000	Full 45 points	45.00
Proposer B	$1,200,000	$1,000,000 divided by $1,200,000 multiplied by 45	37.50
Proposer C	$1,500,000	$1,000,000 divided by $1,500,000 multiplied by 45	30.00

Part 2 – Capital Costs: Onboard System Hardware – Additional Buses (Item 6) and Removal and Reinstallation of the System on Buses (Item 7)

The Price Proposal with the lowest total fees for Part 2 (Sum of Appendix F, Item 6 and Item 7) will receive a maximum of 5 points.

Each of the other Proposer's Price Proposals will be scored by dividing the lowest total fee for Part 1 by each Proposer's respective Price Proposal for Part 2, and then multiplied by 5.

See the following illustration as an example for assessing the fees for the professional

Proposer	Evaluated Price for Part 2 (Items 6 and 7)	Calculation of Points	Points Assigned
Proposer A	$100,000	Full 5 points	5.00
Proposer B	$120,000	$100,000 divided by $120,000 multiplied by 5	4.17
Proposer C	$150,000	$100,000 divided by $150,000 multiplied by 5	3.33

The resulting points from Part 1 and Part 2 will be combined for a maximum possible score of 50 points. The results of the scoring of the Price Proposals will then be combined with the results of the Written Proposal to arrive at the total number of points assigned to the overall Proposal.

The SFMTA intends to award this contract to the Proposer it considers will provide the best value to the Agency, which is the Proposal that provides the most comprehensive program services for a reasonable price.

9.   Oral Interview (10 points)

Following the evaluation of the Written and Price Proposals, all Proposers that have a reasonable probability of becoming the highest-ranked Proposer (based on the scores attained by each Proposers' Written Proposal and Price Proposal and the total points potentially attainable from the Oral Interview) may be invited to a demonstration of Proposer's System and oral interview by the Evaluation Panel to make the final selection. The SFMTA will check references for those firms that are short-listed for an Oral Interview.

The Oral Interview will consist of standard questions asked of each Proposer, with follow-up questions as needed, and a demonstration of the proposed System to the panel. Only if the SFMTA conducts oral interviews, each member of the Evaluation Panel will separately evaluate and score the Proposers interviewed. Oral interviews will be scored on the basis of each Proposer team's preparation, professionalism, understanding of the scope of Services, quality of presentation/demonstration, and the quality of responses to any interview questions. Individual evaluation scores from all Evaluation Panel members will be added together and then divided by the number of Evaluation Panel members to obtain an average interview evaluation score per Proposer (Oral Interview score).

The SFMTA will combine the Written Proposal, the Price Proposal, and the Oral Interview scores of the short-listed Proposers to determine the highest-ranked Proposer. **The SFMTA reserves the right to not hold oral interviews and select a firm based on the Written and Price Proposals scores only, as described in the first paragraph above.**

D. Application of LBE Bid Discount/Rating Bonus

1. LBE Bid Discount/Rating Bonus

Pursuant to Chapter 14B of the San Francisco Administrative Code, the LBE bid discount/rating bonus shall be applied during all phases of the evaluation process. See RFP Section IX.R, Local Business Enterprise Requirements for additional information.

2. Reserved. (Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount)

E. Contract Negotiations

In the final stage of the evaluation, the SFMTA will combine the Written Proposal, Price Proposal, and the Oral Interview (if conducted) scores of the short-listed Proposers to determine the highest-ranked Proposer.

The SFMTA will evaluate and rank proposals as described herein, and intends to invite the highest-ranked Proposer based on total evaluation score to commence contract negotiations. The SFMTA's ranking of any proposal or invitation to any Proposer to commence contract negotiations shall not imply acceptance by the SFMTA of all terms of the corresponding proposal. The SFMTA will negotiate elements of the highest-ranked Proposal, including the Price Proposal, as required to best meet the needs of the City, with the highest-ranked Proposer.

The highest-ranking Proposer's Price Proposal and discipline/deliverable fee information will be the subject of negotiations. The SFMTA will negotiate with the highest-ranked Proposer to agree on:

1. Fees that are within a reasonable range for this type of work.

2. A milestone payment schedule with Key milestones, including but not limited to:

- Capital Costs: Onboard System Hardware for up to 212 buses
- Flexible Payment Plan Rate: Base initial term of 36 months
- As Needed Items (Non-warranty Spare Parts)
- As Needed Labor (Non-warranty Labor and Additional Training not included in the Scope of Work)
- Allocation for the Removal and Reinstallation of the System on Buses
- Capital Costs: Onboard System Hardware for up to approximately 600 more buses
- Flexible Payment Plan Rate: Option Terms 1, 2, & 3

If the highest-ranked Proposer included a revised copy of the SFMTA's Sample Agreement with its Proposal, the SFMTA will negotiate with the Proposer regarding the proposed revisions to attempt to reach agreement on a contract substantially in the form attached hereto as Appendix B, SFMTA's Sample Agreement.

If a satisfactory contract cannot be negotiated in a reasonable time, the SFMTA, in its sole discretion, may terminate negotiations.

Upon termination of negotiations, the SFMTA may begin negotiations with the next highest-ranked Proposer that meets the Minimum Qualifications of this RFP, and may continue sequentially in rank order until a satisfactory contract is negotiated, or until the SFMTA, in its sole discretion, decides to end the procurement process.

VI. Pre-Proposal Conference

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a virtual Pre-Proposal Conference via Microsoft Teams on [Insert the date], at [Insert the time]. The SFMTA will address Proposers' questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference.

To attend the meeting, you can either click the " Click here to join the meeting " link below and/or call the phone number and enter the Conference ID.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting   [Update Link]

Or call in (audio only)

[Insert Conference Call Number]   United States, San Francisco

Phone Conference ID: [Insert Conference ID]

Find a local number | Learn More | Meeting options

For the Pre-Proposal Conference, Proposers are encouraged to submit questions in writing by email no later than [Insert the date], at [Insert the time] and directed to: eric.jiang@sfmta.com.

Proposers are further encouraged to provide the following information to eric.jiang@sfmta.com to register for the Pre-Proposal Conference and have their information listed on the registration list.

1. Attendee Name
2. Organization Name
3. Organization's Business Address
4. Email/Phone Contact Information
5. Indicate if your firm is a Local Business Enterprise (LBE)

6. Indicate if your firm is interested in presenting a proposal as a Prime Contractor, Subcontractor or both.

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Proposal Conference shall not excuse the selected Proposer from any obligations of a contract awarded pursuant to this RFP**. Any change or addition to the requirements contained in this RFP as a result of the Pre-Proposal Conference will be executed by a written Addendum to this RFP. (See Section IX.E below).

It is the responsibility of the Proposer to check for any Addenda, Q&A postings, and other updates, which will be posted on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx.

B. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this RFP to the Contract Administrator whose name and contact information appears on the cover page of this RFP. Proposers who fail to submit questions concerning this RFP and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this RFP no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx.

VII. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to recommend award of the Contract to the highest-ranked Proposer that successfully completes Contract Negotiations.

VIII. Insurance and Bonds

A. Insurance

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Appendix B, Sample Agreement for Software Licenses, Standard Software Support, and Professional Services, Article 6 (Insurance and Indemnity).

B. Reserved. (Proposal Bond)

C. Reserved. (Performance Bond)

D. Reserved. (Fidelity Bond)

E. Failure to Provide Insurance

Unless otherwise stated, within 10 Days of the receipt of a Notice of Intent to Award of a Contract, the Proposer to whom the contract is awarded shall deliver the required specified insurance certificates and policy endorsements to the SFMTA. If the Proposer fails or refuses to furnish the required insurance within 10 Days after receiving notice to award a Contract, the SFMTA may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled. The foregoing in no way limits the damages that are recoverable by the SFMTA.

IX. Terms and Conditions for Receipt of Proposals

A.   Cybersecurity Risk Assessment

As part of the SFMTA's evaluation process, the SFMTA may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the SFMTA's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the SFMTA may collect as part of this RFP process one of the following:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **ISO 270001 Certification:** Copy of ISO 270001 Certification.

The above reports may be requested at such time the SFMTA has selected or is considering a potential Proposer. The reports will be evaluated by the SFMTA to identify existing or potential cyber risks to the SFMTA and the City. Should such risks be identified, the SFMTA may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to the SFMTA. Such remediation and continuing compliance shall be subject to the SFMTA's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

B.   Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers shall promptly notify the Contract Administrator, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Proposers should direct any such notification to the SFMTA promptly after discovery, but in no event later than the deadline for questions. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

C.   Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to the Contract Administrator whose name and contact information appears on the cover page of this RFP:

Please include "SFMTA-2025-86-LOC" in the subject line of your email.

D.   Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, no later than the deadline for questions, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a Proposer

to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

E.   RFP Addenda

The SFMTA may modify this RFP, prior to the Proposal due date, by issuing an Addendum to the RFP, which will be posted on the City's Supplier Portal. Every Addendum will create a new version of the Sourcing Event (RFP) webpage, and Proposers must monitor the City's Supplier Portal for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all RFP Addenda issued by the SFMTA prior to the Proposal due date regardless of when the Proposal is submitted**. Therefore, the SFMTA recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject RFP.

THE SUBMITTAL OF A RESPONSE TO THIS RFP SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS RFP, ANY AND ALL ADDENDA ISSUED TO THIS RFP, AND THE PROPOSED CONTRACT TERMS.

F.   Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

G.   Revision to Proposal

A Proposer may revise its Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit a revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal due date and time.

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer.

At any time during the Proposal evaluation process, the SFMTA may require a Proposer to provide oral or written clarification of its Proposal. The SFMTA reserves the right to make an award without further clarifications of Proposals received.

H. Proposal Errors and Omissions

Failure by the SFMTA to object to an error, omission, or deviation in the Proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

I. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate

J. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of $100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code Section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders.

K.   Limitation on Communications Prior to Contract Award

It is the policy of the SFMTA that only SFMTA staff identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are notified that they may not contact any SFMTA staff member, other than the person(s) identified in the RFP as the authorized contact, for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

Any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP are prohibited from providing any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of a Proposer (including prime contractors and subcontractor(s)) are also subject to these prohibitions.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix C) certifying compliance with these requirements. The Attestation of Compliance must be signed by all firms and subcontractor(s) named in the Proposal. A Proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the prohibitions of this section,

directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

L. Public Disclosure

All documents under this RFP process are subject to public disclosure per the California Public Records Act (California Government Code Section §7920 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Proposers are advised that all aspects of the evaluations of Proposals and any discussions/negotiations, including documentation, correspondence and meetings, shall be held confidential until after the SFMTA and the Proposer recommended for award have concluded contract negotiations.

Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the SFMTA receives a Public Records Request (Request) pertaining to this RFP, the SFMTA will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the SFMTA deems responsive and the due date for disclosure (Response Date). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the SFMTA in writing to withhold such material from production (Withholding Directive), then the SFMTA will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the SFMTA shall proceed with the disclosure of responsive documents.

M. Public Access to Meetings and Records

If a Proposer receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

N.   Proposal Selection Shall Not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the SFMTA of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

O.   Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or selection process;

2. Reject any Proposal or all Proposals;

3. Reissue the Request for Proposals;

4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;

5. Procure any materials, equipment or services specified in this RFP by any other means; or

6. Determine that no project will be pursued.

P. No Waiver

No waiver by the SFMTA of any provision of this RFP shall be implied from the SFMTA's failure to recognize or take action on account of a Proposer's failure to comply with this RFP.

Q. Other

1. The SFMTA may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the SFMTA shall include, but not be limited to:

   a. Any condition set forth in this RFP;
   b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all Services called for under the Purchase Order; and
   c. Delivery time(s).

2. The SFMTA reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid the SFMTA in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be

deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. The SFMTA reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy the SFMTA and/or if Proposer is unable to supply the information and documentation required by this RFP within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

R. Local Business Enterprise Requirements

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

The City strongly encourages proposals from qualified LBEs. If you have any questions concerning becoming certified as an LBE, please call (415) 581-2310 or visit the CMD website at https://www.sf.gov/departments/contract-monitoring-division.

1. LBE Subcontracting Participation Requirements and Good Faith Efforts Requirements

The LBE subcontracting participation requirement has been waived for this solicitation.

2. LBE Prime/JV Participation and Ratings Bonuses

Pursuant to Chapter 14B, the rating bonus or bid discount, is not applicable to this solicitation because the estimated cost is in excess of $20,000,000.

3. CMD Forms

All response packages submitted must include the following CMD LBE Forms which can be found in Appendix A to this RFP:

a. CMD Form 2A: CMD Contract Participation Form
b. CMD Form 3: CMD Compliance Affidavit
c. CMD Form 4: CMD Joint Venture Form (if applicable)
d. CMD Form 5: CMD Employment Form

Failure to complete, sign and submit each of the required CMD forms with the Proposal may result in the response package being deemed non-responsive and rejected.

4. Contract Compliance Officer

If you have any questions concerning the CMD Forms, you may contact Mindy Lee, SFMTA Contract Compliance Office at +1415.646.2295 or Mindy.Lee@sfmta.com.

5. Payment and Utilization Tracking

An awarded Proposer shall within 10 business days of City's payment of an invoice, the awarded Proposer shall confirm that all subcontractors have been paid via the B2GNow System. Failure to submit all required payment information may result in the withholding of future progress payments. SFMTA's Contract Compliance Office will be available to provide assistance in accessing and utilizing the B2Gnow System.

S. Employment Nondiscrimination and Economically Disadvantaged Workforce Hiring Provisions

A Proposer selected pursuant to this RFP may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Appendix B, Sample Agreement, for additional details related to the application of this Ordinance to a contract awarded pursuant to this* RFP.

1. General

As a material condition of contract award, the Proposer and its subcontractors agree to comply with the nondiscrimination in employment provisions required by San Francisco Labor and Employment Code Article 131 (formerly Chapter 12B of the Administrative Code) and the hiring of economically disadvantaged persons, as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

2. Nondiscrimination Provisions

As a material condition of the contract, the selected Proposer represents and agrees that:

a.   It does and will not, during the term of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

b.   The selected Proposer and its subcontractors on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the San Francisco Administrative Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that

employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Non-Compliance with Article 131 Prior to Contract Award

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Article 131, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to review the selected Proposer's and subcontractors' prior performance to ensure compliance with the nondiscrimination provisions of Article 131.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Article 131, the SFMTA will attempt to resolve the non-compliance through conciliation.

    a. If the non-compliance cannot be resolved, the SFMTA will submit to the contractor or subcontractor a written Finding of Non-compliance.

    b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the Finding.

    c. The SFMTA may, by written notice, stay the award of any contract to a Proposer where the Proposer or any subcontractor is the subject of an investigation for a violation of the City's non-discrimination ordinance(s).

4. Complaints of Discrimination after Contract Award

    a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.

    b. A finding of discrimination may result in imposition of appropriate sanctions, including:

        (i) There may be deducted from the amount payable to the contractor or subcontractor under this contract a penalty of $50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

        (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.

        (iii) The consultant, subconsultant or Vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

Said sanctions are not the City's exclusive remedies, which may be imposed in combination with additional legal remedies, sanctions or penalties.

5. Trainees – SFMTA Employment Training Program

a. Trainee Requirements: Contractors shall comply with the City's First Source Program, Administrative Code Section 83 (see Section X.D below), which fosters employment opportunities for economically disadvantaged individuals. Contractors must notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally.

In addition, the SFMTA requires contractors to hire a minimum number of professional service trainees in the area of the contractor's expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Number of Trainees

Project Fees	To Be Hired
$0 – $499,999	0
$500,000 – $899,999	1
$900,000 – $1,999,999	2
$2,000,000 – $4,999,999	3
$5,000,000 – $7,999,999	4
$8,000,000 – $10,999,999	5
$11,000,000 – $13,999,999	6
(> = $14M, for each additional $3 million in contractor fees, add one additional trainee)	

b. The trainee must be hired by the contractor or by any subcontractor on the project team.

c. No trainee may be counted towards meeting more than one contract goal.

d. A trainee must meet qualifications for enrollment established under the City's First Source Hiring Program as follows:

(i) "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and

(ii) "Economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San

Francisco Private Industry Council; or (2) designated "economically disadvantaged" for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

e. On-the-job training (to be provided by the contractor): The contractor shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.

f. Contractor shall submit for the City's approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.

g. The trainee's commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee's skill development.

X. Contract Requirements

A. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with San Francisco Labor and Employment Code Articles 131 and 132 (formerly Chapters 12B and 12C of the San Francisco Administrative Code). Generally, Article 131 prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 is available on the CMD's website at: http://sfgsa.org/index.aspx?page=6058.

B. Minimum Compensation Ordinance

A Proposer selected pursuant to this RFP shall comply with San Francisco Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. *An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. Refer to Appendix B, Sample Agreement, for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this RFP shall comply with Labor and Employment Code Article 121. For each Covered Employee, an awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded 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 the Article 121 and the Health Commission's minimum standards available at http://sfgov.org/olse/hcao. An Awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded 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. *Refer to Appendix B, Sample Agreement, for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

D. First Source Hiring Program

A Proposer selected pursuant to this RFP shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer*

to Appendix B, Sample Agreement, for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.

E. Conflicts of Interest

The selected Proposer must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The selected Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the SFMTA on behalf of the selected Proposer might be deemed "contractors" under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within 10 days of the SFMTA's notice of award of the contract.

F. Prevailing Wage Ordinance

Services to be performed by a Proposer selected pursuant to this RFP may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of the Agreement awarded as part of this RFP as though fully set forth therein and will apply to any Covered Services performed by the awarded Proposer and its subcontractors. *Refer to the Sample Agreement for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

G. Non-Profit Entities

To receive a contract under this RFP, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

H.   Other Social Policy Provisions

Appendix B, Sample Agreement, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this RFP. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

XI. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within three working days of the SFMTA's issuance of a Notice of Non-Responsiveness, a Vendor may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest. Nothing in this procedure precludes the SFMTA from continuing the evaluation process towards award a contract pending the resolution of any Protest.

B. Protest of Non-Responsibility Determination

Within three working days of the SFMTA's issuance of a Notice of Non-Responsibility, a Vendor may submit a written Notice of Protest. The Vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced because of independent investigation. The Vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the SFMTA on or before the third working day following the SFMTA's issuance of the Notice of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest. Nothing in this procedure precludes the SFMTA from continuing the evaluation process towards award a contract pending the resolution of any Protest.

C. Protest of Contract Award

Within five working days of the SFMTA's issuance of a Notice of Intent to Award, a Vendor may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest. Nothing in this procedure precludes the SFMTA from awarding a contract pending the resolution of any Protest.

D. Delivery of Protests

Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be written. A Notice of Protest must be delivered by mail or email to the Contract Administrator

Manager identified below with a copy sent to the SFMTA contact person identified in the SFMTA Proposal Documents:

Ashish Patel
Manager
Contracts and Procurement
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 6th Floor
San Francisco, CA 94103
Ashish.Patel@sfmta.com

If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Appendix A

City and County of San Francisco

Contract Monitoring Division

CMD Attachment 2

Requirements for Architecture, Engineering, & Professional Services Contracts for Contracts equal or greater than 50% of the Minimum Competitive Amount and that are Advertised on or after July 1, 2024.

Appendix A is a separate file to be downloaded from the online posting for this RFP on the San Francisco City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

Appendix B

Sample Agreement for Software Licenses, Standard Software Support, and Professional Services (Form P-600/649)

Appendix B is a separate file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

Appendix C

To be completed by all Proposing Firms and All Individual Subcontractors

Attestation of Compliance
on Communications Prior to Contract Award

(Please check each box, sign this form and submit it with your response.)

Name of individual completing this form: _____

The form is submitted on behalf of firm: _____

Name of RFP: **SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus stop Enforcement System**

1. I attest that I and all members of the firm listed above will and have complied to date

    with Section IX.K of the above RFP.   ☐ Yes

2. I understand that if my firm or any members of the firm listed above are found to be in

    violation of Section IX.K of the above RFP, this will disqualify my firm and any

    Proposal in which my firm is named from further consideration.   ☐ Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date: _____

Appendix D

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(1) _____
   (Proposer or Proposed Subcontractor Business Name)

   certifies to the best of its knowledge and belief that it and its principals:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;

   b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and

   d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

(2) Where the firm executing this RFP Appendix D is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

(3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency.

As the authorized certifying official, I certify that the above-specified certifications are true.

_____
Business Name

_____   _____
Authorized Representative Name (print)   Authorized Representative Title (print)

_____   _____
Authorized Representative Signature   Date

Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

_____
(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals (RFP), except as expressly authorized in this RFP. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this RFP.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the RFP. Submission of this certification is a prerequisite for submitting a Proposal responsive to the RFP.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the SFMTA Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this RFP, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this RFP, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its Proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I certify that the above-specified certifications are true.

_____
Business Name

_____   _____
Authorized Representative Name (print)   Authorized Representative Title (print)

_____   _____
Authorized Representative Signature   Date

Appendix F

To be completed by all Proposing Firms and Submitted as a Separate Electronic File;
Do Not Include the Price Proposal in Your Main Proposal Document File

Price Proposal

Appendix F is a separate Excel Workbook file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

Appendix G

SFMTA Requirements for Technology Projects

SFMTA Requirements for Technology Projects

Security

All solutions should be designed and built using security best practices, including test, dev, and production. We expect Vendors to stay up to date with security best practices and to implement those practices in all our environments. Additional specifics are listed below.

- User authentication should be handled by the SFMTA Active Directory. SAML authentication will also be supported for cloud solutions. MFA is required to access all SFMTA assets.
- Appliances or any embedded devices must be hardened and fully patched. Patching should be automated or fully documented during implementation.
- All default passwords must be changed to adhere with the SFMTA Password Policy.
- Data transfers across the Internet/Intranet must be encrypted, and ideally internal traffic should be encrypted if possible. Encryption shall be compliant at least with FIPS 140-2.
    - Network traffic shall be encrypted wherever feasible, especially when transmitting sensitive or regulated data. Encryption protocols must use strong, industry-standard algorithms (e.g., AES-256, TLS 1.3) and be configured to disable deprecated or insecure cipher suites.
    - Additional safeguards are required for sensitive Personal Identifiable Information (PII), including compliance with FIPS 140-3.
- Complete data flow diagrams and supporting documentation 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.
- SFMTA reserves the right to conduct security scans at any time up to final acceptance.
- All hosted solutions require SOC2 (ISO 27001 – minimum) certification, or equivalent standard.
- For other non-hosted solutions, an enterprise risk framework to manage cyber security risks must be identified (i.e., ISO, NIST CSF, COSO).
- All data must reside in US.
- Vendor(s) must have and share policies for Risk Management, Incident Response, Data Retention and disposal, Network Security, Information Security, Vulnerability and Patch management, and Disaster Recovery at project commencement and/or upon request. Results of testing defined within policies shall be provided upon request.
- For any software/program development scope, a secure development policy must be maintained and shared with SFMTA. Must show that Security by Design practices are in place.
- Work with SFMTA to identify a monitoring solution for adverse events. Any updates or modifications must align with SFMTA's Change Management process.
- .

Servers

All server configurations should be integrated into an appropriate SFMTA IT datacenter and must be reviewed by and approved by SFMTA IT to ensure proper integration.

- All server configurations shall be virtual. SFMTA currently uses VMWare for the virtual environment. Application-specific physical hardware is not supported or permitted.
- Operating systems must be current and supportable for the anticipated life of the application. Windows and Red Hat are our preferred operating systems.
- Security best practices will be applied to all servers.
    - Patching will be performed automatically on a monthly basis. Critical patches may be installed immediately with approval from SFMTA.
    - SFMTA will install our standard Anti-Virus and endpoint security solution. Vendor is responsible for providing file/folder exclusion and or special requirements.
    - Remote control or remote access will only be permitted using SFMTA approved methods that adhere to our policy.
    - 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.
        - Passwords shall be at minimum 8 characters, utilize secure password storage, and utilize MFA. Passwords recommended to be 15+ characters.

Databases

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.

All new databases must integrate w AD/Entra

Middleware and Data Integration

The SFMTA utilizes a middleware platform to ensure scalable and reusable data integrations between technology systems and 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.

GIS and Spatial Data

The SFMTA requires submission of as-built and any other geospatial data in the CCSF-13 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.

Workstations

All workstations shall be leased or owned by SFMTA and purchased through SFMTA IT to leverage SFMTA's volume pricing agreements. SFMTA IT must review and approve all workstation software and hardware configurations.

All applications must be able to run on supported and secured operating systems.

Physical Network Infrastructure

Any installed cabling infrastructure must meet a minimum spec of Category-6 and installed Ethernet cabling shall be blue. Conduit or shielded cabling must be used in some areas to protect against environmental conditions. SFMTA IT will need to review all cabling projects.

Any installed cabling will be terminated into jacks at the remote/station end and patch panels at the Network Wiring & Equipment Closet end. Male RJ-45 connectors shall not be crimped onto the ends of any cables.

IP Networking

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.

Third-Party Networks

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

Appendix H

Requirements Traceability Matrix

To be completed by all Proposing Firms and Submitted as a Separate Electronic File;
Do Not Include the Price Proposal in Your Main Proposal Document File

Appendix H is a separate Excel Workbook file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

Appendix I

Sample Agreement Appendix I

CALTRANS

Low Carbon Transit Operations Program

Sample Agreement Appendix I is a separate file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

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

[Insert name of Contractor]

Contract No. SFMTA-2025-86-LOC

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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
[Insert name of Contractor]
Contract No. SFMTA-2025-86-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between [name of Contractor, and corporate/business status (e.g., "ABC, Inc., a California corporation")] (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to procure a Commercial Off-the-Shelf (COTS) automated transit only lane and bus stop enforcement system and Services (System) from Contractor.

B. Contractor was competitively selected pursuant to a Request for Proposals (RFP) entitled SFMTA-2025-86-LOC: Next Generation Transit Lane and Bus Stop Enforcement System issued through Sourcing Event ID [Sourcing Event ID].

C. The Local Business Enterprise (LBE) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14BPREBID0002673.

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

E. Approval for the Agreement was obtained on [insert date of Civil Service Commission action] from the [Civil Service Commission] under PSC number [insert PSC number] in the amount of [insert Dollar Amount] for the period of [insert number of years].

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 "**AB-917**" means California Assembly Bill No. 917, attached hereto as Appendix G and incorporated by this reference, as interpreted by the City Attorney's Office.

1.2 "**Acceptance**" means a notice from the City to Contractor that the System meets the specifications contained in the Documentation and the Scope of Work attached hereto as Appendix A. The City's Acceptance of the System shall be governed by the procedures set forth in Section 5.2.

1.3 "**Acceptance Period**" means the period allocated by City to test the System to determine whether it conforms to the applicable specifications and, if appropriate, properly operates in the defined operating environment, is capable of running on a repetitive basis, and is otherwise in compliance with the Service Level Obligations and Performance Metrics without failure.

1.4 "**Agreement**" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.5 "**Authorized Users**" means a person authorized by City to access and use the System, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

1.6 "**Award**" means notification from the SFMTA to Contractor of acceptance of Contractor's Proposal, subject to the execution and approval of a satisfactory Contract and bond to secure the performance of the Contract, and to such other conditions as may be specified or otherwise required by law.

1.7 "**Back-Up Environment**" means Contractor's back-up Data Center for the SaaS Services.

1.8 "**CCO**" means the SFMTA Contract Compliance Office.

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

1.10 "**City Data**" means that data as described in Article 14 of this Agreement, which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information, including Data resulting from the use of the SaaS Services.

1.11 "**City Portal**" means an electronic gateway to a secure entry point via Contractor's Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the System and Services.

1.12 "**CMD**" means the Contract Monitoring Division of the City.

1.13 "**Confidential Information**" means confidential City information including, but not limited to, video image records and other Data obtained by the System that is confidential under AB-917, 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,

including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy 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). Confidential Information includes, without limitation, City Data.

1.14 **"Contractor"** means [insert name and address of contractor].

1.15 "**Contractor's Website**" means the Website that provides Authorized User access to the SaaS Application Services.

1.16 "**Controller**" means the Controller of the City.

1.17 "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.18 "**Data Center(s)**" means a physical location within the United States where Contractor (or its subcontractor) houses and operates the hardware (including computers, computer servers, routers, and other related equipment and devices) on which Contractor (and or its subcontractor) hosts via the Internet the Software and City Data pursuant to this Agreement.

1.19 "**Day**" (whether or not capitalized) means a calendar day, unless otherwise designated.

1.20 "**Deliverables**" means Contractor's or its subcontractors' work product, including any partially completed work product and related materials, 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 Work" attached as Appendix A.

1.21 "**Disabling Code**" means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of City's access to the SaaS Services through Contractor's Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.22 "**Documentation**" means the technical publications relating to the use of the Licensed Software, such as reference, installation, maintenance, administrative and programmer manuals, provided by Contractor to City.

1.23 "**Effective Date**" means the date the Director of Transportation executes the Contract.

1.24 "**End Users**" means any Authorized User who accesses Contractor's Website and uses the SaaS Application and Services.

1.25 "**Enforcement Zone**" means transit only lanes and bus stops maps configured in the System where general parking is not permitted.

1.26 "**Errors, Defects and Malfunctions**" means either a deviation between the function of the Software and the Documentation furnished by Contractor for the Software, or a failure of the Software which degrades the use of the Software.

1.27 "**Evidence Packages**" means the Data uploaded to the System for parking violations occurring in transit-only traffic lanes and at transit stops in compliance with AB-917 and the Evidence Package Requirements identified in (Section II.A.3.d.vi) of Appendix A, Scope of Work.

1.28 "**Fix**" means repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.

1.29 "**Hardware**" means the automated forward facing parking control devices on City-owned public transit vehicles, as defined in Section 99211 of the Public Utilities Code, installed for the purpose of video imaging of parking violations occurring in transit-only traffic lanes and at transit stops, in compliance with AB-917, including components or equipment installed on buses, such as cameras, GPS units, storage, processing units, and power modules.

1.30 "**Hotlist**" means list of vehicles provided to Contractor by the SFMTA, marked as either stolen or wanted.

1.31 "**Internet**" means that certain global network of computers and devices commonly referred to as the "internet," including, without limitation, the World Wide Web.

1.32 "**Issue**" means a problem with the Services identified by City that requires a response by Contractor to resolve.

1.33 "**Maintenance Services**" means the activities to investigate, resolve System Issues and correct product bugs arising from the use of the System in a manner consistent with the published specifications and functional requirements defined during implementation and stated in this Agreement.

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

1.35 "**Net Revenue**" means the total revenue collected from citations generated exclusively by the System minus the Program Costs.

1.36 "**Object Code**" means the machine-readable form of the Software provided by Contractor.

1.37 "**Open Source Software**" means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.38 "**Party**" and "**Parties**" mean the City and Contractor, either collectively or individually.

1.39 "**Patch**" means a temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.

1.40 "**Performance Metrics**" means the accuracy, performance, and functional requirements included in Appendix A (Scope of Work).

1.41 "**Performance Credit**" means credit due to City by Contractor with regard to Contractor's service level obligations in Appendix E (Service Level Obligations).

1.42 "**Personal Identifiable Information (PII)**" means any information about an individual, including information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that can reasonably be linked to an individual, such as medical, educational, financial, and employment information.

1.43 "**Pilot**" means the installation of the System on two buses and operation of the System for a thirty (30) day period to validate that the System meets all operational and performance requirements in Contract.

1.44 "**Precedence**" means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Contractor pre-printed document.

1.45 "**Preexisting Data**" means data possessed or owned by each Party that exists prior to the Agreement start date.

1.46 "**Priority Category**" means a priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1.47 "**Priority Protocol**" means a priority based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

1.48 "**Program**" means enforcement of parking violations in City's transit only lanes and bus stops to improve accessibility, safety, service quality, and operational timeliness.

1.49 "**Program Costs**" means all City costs of operating the Program, including but not limited to City staff time and consultant fees, citation issuance costs, and collection costs.

1.50 "**Project Data**" means data that is first produced in the performance of this Agreement.

1.51 "**Purchase Order**" means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 3.2.

1.52 "**San Francisco Municipal Transportation Agency**" or "**SFMTA**" means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIIIA of the City's Charter.

1.53 "**Schedule**" refers to the implementation schedule identified in Appendix B.

1.54 "**Scheduled Maintenance**" means the time (in minutes) during the month, as measured by Contractor, in which access to the System is scheduled to be unavailable for use by City due to planned system maintenance and major version Upgrades.

1.55 "**Services**" or "**SaaS Services**" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Work" attached as Appendix A, including all services, Deliverables, labor, supervision, materials, Hardware, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.56 "**Severity Level**" means a designation of the effect of an Issue on City. The severity of an Issue is initially defined by City and confirmed by Contractor. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business.

1.57 "**Software/SaaS Application/SaaS Software**" means the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Contractor's servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet. The Software may include Contractor provided Third-Party Software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.58 "**Software Error**" means any failure of Software to conform in all material respects to the requirements of this Agreement or Contractor's published specifications.

1.59 "**Software Error Correction**" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

1.60 "**Software Revision**" means an update to the current Software Version of the Software code that consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included with the annual service payments made by City to Contractor for the Service.

1.61 "**Software Version**" means the base or core version of the Software that contains significant new features and significant fixes and is available to City. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 4 refers to a fix. All Software Versions are provided and included as part of this Agreement upon request or approval from City for the upgrade.

1.62 "**Source Code**" means the human readable compliable form of the Licensed Software to be provided by Contractor.

1.63 "**Specifications**" mean the functional and operational characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals.

1.64 "**Subcontractor**" refers to any firm under contract to the Contractor, or any lower-tier party subcontractor engaged by the Subcontractor, for services under this Agreement.

1.65 "**Subsequent Release**" means a release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.

1.66 "**Successor Service Provider**" means a new service provider, if any, selected by City in the event the SaaS Services are terminated under this Agreement.

1.67 "**Support Services**" means the Software support service required under this Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.

1.68 "**Surveillance Technology Policy**" means the Surveillance Technology Policy for this System, as may be amended, incorporated herein by this reference and described in Appendix H, "Surveillance Technology Policy", as interpreted by the City Attorney's Office.

1.69 "**System**" means the Hardware and the Software needed to capture video imaging of parking violations occurring in transit-only traffic lanes and at transit stops and create Evidence Packages for the SFMTA to review to issue citations in compliance with AB-917.

1.70 "**Third-Party Software**" means the software described in Appendix J, "Third-Party Software-Included in this Agreement."

1.71 "**Transition Services**" means that assistance reasonably requested by City to effect the orderly transition of the Services, in whole or in part, to City or to Successor Service Provider.

1.72 "**Upgrade**" means either an enhancement to the Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.

1.73 "**Whitelist**" means list of vehicles provided to the Contract by the SFMTA exempt from parking violations in transit only lanes and bus stops.

1.74 "**Workaround**" means a change in the procedures followed or end user operation of the Software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

Article 2   Term of the Agreement

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

2.2   **Options to Extend.** The SFMTA has three options to extend the term of this Agreement for a period of one year, totaling three additional years. The SFMTA may exercise this option at the Director of Transportation's sole and absolute discretion by modifying this Agreement as provided in Section 12.5 (Modification of this Agreement). Extensions may be for the whole or partial period provided for above.

2.3   **Time of the Essence.** Contractor agrees that, with respect to Contractor's performance of Contractor's covenants, conditions, and obligations under this Agreement, time is of the essence.

2.4   **Notice(s) to Proceed.** Authorization for Contractor to proceed with performance of the Services will be provided through the SFMTA's issuance of Notice(s) to Proceed as further described in Appendix A, Scope of Work. The SFMTA anticipates issuance of the first Notice to Proceed for the Pilot on the Effective Date.

2.5   **Implementation Period.** As a material consideration for entering into this Agreement, Contractor hereby commits and the SFMTA is relying on Contractor's commitment,

to perform the Services, including implementing the System, including all Hardware and Software, in accordance with the Schedule attached hereto as Appendix B [the Schedule will be inserted based on the highest-ranked Proposer's implementation schedule in the Proposal]. The Parties shall use the Schedule for planning and monitoring the progress of Contractor's work under this Agreement.

2.6   Operation and Maintenance Period. Contractor shall perform the operation and maintenance tasks identified in Appendix A Scope of Work at the Service Level Obligations and Performance Metrics provided in Appendix E.

<p style="text-align:center">**Article 3   Financial Matters**</p>

3.1   Certification of Funds; Budget and Fiscal Provisions;

3.1.1   Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the 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 the 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. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The 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.

3.1.2   Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the 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 12.5 (Modification of this Agreement).

3.2   Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a

purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3   Compensation

3.3.1   Calculation of Charges and Contract Not to Exceed Amount.

(a)   The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words], the breakdown of which appears in Appendix D, (Calculation of Charges). This amount is based on City's estimated spend over the advertised initial contract term and the option periods based on the installation, maintenance and operation of the System on up to 212 buses and all Services described in Appendix A (Scope of Work). Should City's actual spend exceed its estimated spend for the initial term or options periods, City may in its sole discretion increase the contract not-to-exceed amount. City shall not 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.

(b)   **Compensation Structure.**

(i)   **Pilot.** As further described in Appendix A (Scope of Work), Contractor shall conduct a Pilot following the issuance of Notice to Proceed No. 1. During the Pilot, Contractor must demonstrate, to the satisfaction of the SFMTA, that its System is capable of meeting the requirements in this Agreement. The SFMTA's Acceptance of the System on the two Pilot buses will only be provided upon successful completion of the Pilot as further described in Appendix A (Scope of Work). If Contractor does not demonstrate, to the satisfaction of the SFMTA, that its System is capable of meeting the requirements of this Agreement during the Pilot, the SFMTA may terminate this Agreement in accordance with the provisions of Section 9.1.4.

(ii)   **Capital Costs.** City shall pay Contractor the lump sum price per bus identified in Item 1 on Appendix D (Calculation of Charges) for the purchase of the Hardware and the installation of the System on up to 212 buses in an amount not to exceed [insert whole dollar amount in numbers and words]. The SFMTA shall have the option, in the SFMTA's sole discretion, to purchase the Hardware and order the installation of the System on additional buses, up to approximately 600 additional buses for a total of approximately 800 buses, based on the lump sum price per bus identified in Item 6 of Appendix D (Calculation of Charges). The SFMTA may in its sole direction increase the not to exceed amount for the additional Capital Costs under this Section. The Capital Costs include payment for Hardware, planning, design, installation and training services. The SFMTA, in its sole discretion, will determine the number of buses on which the System will be installed under this Agreement. The SFMTA shall retain the Hardware upon expiration or termination of this Agreement.

(iii)   **Allocation for the Removal and Reinstallation of the System on Buses.** The SFMTA may in its sole discretion determine that the Hardware would be more beneficial to the Program on a different bus than which it was originally installed. For

example, if a bus is out of commission for any period of time due to maintenance or repairs, or if the SFMTA determines that the Hardware would be more beneficial on a different line, the SFMTA may order the removal and reinstallation of the Hardware on a different bus in the SFMTA's fleet. The SFMTA may in its sole discretion issue a Purchase Order for the removal and reinstallation of the System on a different bus in the SFMTA's fleet, and City shall pay Contractor the lump sum price per bus identified in Item 7 of Appendix D (Calculation of Charges).

   (iv)   **Flexible Payment Plan.** Contractor shall receive 100% of the Net Revenue collected by the SFMTA per bus per month, which was generated from tickets issued exclusively from the System, up to the amount identified in Items 2, 3, 4, and 5 of Appendix D (Calculation of Charges) as the "Flexible Payment Plan Rate". Compensation for Services rendered shall be made in monthly payments for the System on each bus, based on a calendar year, on or before the first day of each month following the Acceptance of the System on each bus by City. The total amount paid per month will not exceed the Flexible Payment Plan Rate multiplied by the number of buses on which the System is Accepted. The Flexible Payment Plan Rate will include payment for all Services pertaining to operation of the System, including but not limited to System operation and maintenance, warranty, licensing and unlimited full access to the Contractor hosted SaaS. In no event shall City be liable to Contractor for any amounts in excess of the Net Revenue collected by the SFMTA generated from tickets issued exclusively from the System. If the Net Revenue collected by the SFMTA, generated by the System, exceeds the Flexible Payment Plan Rate per month per bus, the City shall retain the amount in excess of the Flexible Plan Rate per month per bus, subject to the following:

> If Net Revenue is below the Flexible Payment Plan Rate per bus per month, then Contractor shall accrue the amount of difference between 100 % Net Revenue and the Flexible Payment Plan Rate per bus per month. The amount accrued/deferred can be applied to future Net Revenue in excess of the Flexible Payment Plan Rate per month during each calendar year.

> If the Net Revenue collected during a month exceeds the amount of Flexible Payment Plan Rate per bus for the same month, the SFMTA shall pay Contractor the deferred amount up to the Net Revenue collected during each calendar year.

> The accrued/deferred amount will not extend beyond the current calendar year. Each year on January 1, the deferred / accrued amount will reset to $0.

> Contractor acknowledges that, pursuant to California Vehicle Code Section 40240, subsection (b), City is required to issue only warning notices for 60 days prior to commencement of issuing notices of parking violations.

(v)   **Allocation for As-Needed Non-Warranty Spare Parts and Labor.** During the term of this Agreement, the SFMTA may from time-to-time issue Purchase Orders for non-warranty spare parts and labor on an as-needed basis, as described in the price list attached hereto as Appendix K (Non-Warranty Spare Parts Price List and Labor Rates) in an amount not to exceed [insert whole dollar amount in numbers and words]. A Purchase Order shall describe the Services and Equipment that Contractor shall provide, the compensation (price), and submission or delivery dates. A Purchase Order shall be issued by the SFMTA. The terms of the Purchase Order shall follow the order of precedence described in Section 3.3 of this Agreement.

3.3.2   **Payment Limited to Satisfactory Deliverables.** Contractor is not entitled to any payments from City for the Services, Software, Hardware and Deliverables described herein until these have been Accepted by the City. Payments to Contractor by City shall not excuse Contractor from its obligation to replace Deliverables, including Software and Hardware, that do not conform to applicable Specifications, even if the unsatisfactory character of such Deliverables may not have been apparent or detected at the time such payment was made. Deliverables that do not conform to applicable Specifications may be rejected by City, and in such case Contractor must cure any non-conformity without delay and at no cost to the City, unless such non-conformity is directly attributable to the actions or inactions of the SFMTA, or a result of vandalism.

3.3.3   **Payment Schedule.**

(a)   **Capital Costs.** Subject to Section 3.3.1, City will make payment for the Capital Costs of the Hardware on each bus after the System is Accepted by City, according to Acceptance requirements of this Agreement, and properly invoiced. No payment shall be due for the Capital Costs of System on the two initial buses during the Pilot, until the Contractor successfully completes the Pilot and properly invoices City.

(b)   **Hardware Removal and Reinstallation.** Subject to Section 3.3.1, City will make payment for the removal and reinstallation of the Hardware on different buses after the System is Accepted by the City, according to Acceptance requirements of this Agreement, and properly invoiced.

(c)   **Monthly System Operational Expenses – Flexible Payment Plan.** The City will make monthly payments for System in accordance with Section 3.3.1(b)(iv) following the Acceptance by City of the System on each bus and within 30 days of receipt of a proper invoice.

(i)   The SFMTA shall have the right to audit Program Costs every 90 days to confirm the Net Revenue accounted for all incurred Program Costs. If there was an overpayment due to additional unaccounted Program Costs, City shall receive a credit to apply to future Flexible Payments starting with the month following the audit. The SFMTA shall provide Contractor with documentation supporting the credit.

(d) **Non-Warranty Spare Parts and Labor.** The City will make payment for each order of non-warranty spare parts after Acceptance by the SFMTA, and Acceptance by the SFMTA of non-warranty labor, and within 30 days of receipt of a proper invoice.

3.3.4 **Withhold Payments.** If Contractor fails to provide Services, Software, Hardware and Deliverables in accordance with Contractor's obligations under this Agreement, or if the System fails to meet the Service Levels and Performance Metrics in Appendix A (Scope of Work) and Appendix E (Service Level Obligations), the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.5 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and the SFMTA and include a unique invoice number and a specific invoice date. Payment shall be made by the City 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. The SFMTA shall provide documentation for any deductions in the monthly Flexible Plan Rate based on the collected monthly Net Revenue.

3.3.6 **LBE Payment and Utilization Tracking System.** Contractor shall, within 10 business days of the SFMTA's payment of any invoice to Contractor, confirm its payment to subcontractors using the B2GNow System (https://sfmta.diversitycompliance.com/) unless instructed otherwise by CMD or CCO.

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

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractor shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit SF City Partner at sfgov.org.

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

3.3.8 **Grant Funded Contracts.**

(a) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix I "Grant Terms." To the extent that any Grant Term is inconsistent with any

other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.9 Payment Terms

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

(b) **Reserved. (Payment Discount Terms)**

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

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or Subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4   License

4.1   Software. Subject to the terms and conditions of this Agreement, Contractor hereby grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the System during the Term of this Agreement and any renewals thereof, if any.

4.1.1   Click-Wrap Disclaimer. No "click to accept" agreement that may be required for City and/or Authorized Users' access to the Services or Contractor's Website and no terms of use, terms of service, or privacy policy referenced therein or conditioned for use of the Services or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the Services through Contractor's Website, but the provisions of such "click to accept" agreement and other terms (including terms of use, terms of service, and privacy policy) contained or referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to City's own click-wrap agreements in the event City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by City.

4.1.2   Authorized APIs. City shall be permitted to access and use Contractor's Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

4.1.3   Software is Proprietary to Contractor

(a)   Notwithstanding anything to the contrary contained in this Agreement, it is understood that City receives no title or ownership rights to the Software that Contractor provides City under this Agreement, and all such rights shall remain with Contractor or its suppliers.

(b)   City agrees that the Software provided to it by Contractor under this Agreement shall, as between the Parties, be treated as proprietary and a trade secret of Contractor or its suppliers and be subject to the provisions of Article 14 ("Data and Security").

(c)   Restrictions on Use. City is authorized to use the Software only for City's municipal purposes. City agrees that it will, through its best efforts, not use or permit the Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity not authorized by this Agreement, to use the Software.

(d) **Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the System or any related materials or Documentation.

(e) **Documentation.** Contractor shall provide the SMFTA with a digital copy of the Documentation for all Software it provides the SFMTA under this Agreement. Contractor grants to City permission to duplicate all printed Documentation for City's municipal use.

4.1.4 **Delivery.** Contractor shall deliver one copy of each of the Software products (including Updates) in computer readable form, as provided in Appendix A.

4.1.5 **Risk of Loss.** Contractor shall replace any Software or Hardware provided under this Agreement if any of the Software or Hardware is lost or damaged during the term of this Agreement, at no additional charge to City.

4.1.6 **Prohibited Use.** City shall not:

(a) make any copies of Software provided under this Agreement or parts thereof, except for archival back up purposes and when making copies as permitted herein, shall transfer to the copy/copies any copyright or proprietary legends or other marking on said Software; or

(b) use said Software for any other purpose than permitted in this Section; or

(c) translate, reverse engineer, adapt, arrange or error-correct or make any other alterations to said Software.

4.1.7 **Survival.** The obligations of City under this Section shall survive the termination or expiration of this Agreement.

4.2 **Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the City, this Contract may be terminated by the City upon ten days written notice. Such termination does not waive any other legal remedies available to the City.

4.3 **Nondisclosure.** The City agrees that it shall treat the Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Software is Accepted by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Software, or any portion thereof, which:

4.3.1 is now or hereafter becomes publicly known;

4.3.2 is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;

4.3.3 is known to the City prior to its receipt of the Software;

4.3.4 is subsequently developed by the City independently of any disclosures made hereunder by Contractor;

4.3.5 is disclosed with Contractor's prior written consent;

4.3.6 is disclosed by Contractor to a third party without similar restrictions.

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Article 5   Services and Resources

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5.1   Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A (Scope of Work). Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

(a)   Installation. Contractor shall install the System in accordance with the Schedule attached hereto as Appendix B.

(b)   Maintenance and Support. Contractor shall provide Maintenance/Support in accordance with Appendix A, C and E. Maintenance and Support Services include the provision of upgrades and a service desk, during the term of this Agreement.

(c)   Hosting. Contractor shall provide hosting in accordance with Appendix A, C and E, including the following:

(i)   Hosting Infrastructure. Contractor shall provide all hosting infrastructure, including, but not limited to, hardware, software and other equipment, at Contractor's hosting site as required to provide hosting and deliver the Services.

(ii)   Security. Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement. Remote access to view City Data by Contractor for technical support purposes from outside the United States is prohibited without the formal written approval of City as long as City Data remains hosted solely on hardware residing on Data Centers located in the United States and no City Data is downloaded to or stored on any hardware residing on Data Centers not residing in the United States.

(iii)   Access. Contractor shall provide Authorized Users 24/7 access to the System.

(iv)   Disaster Recovery and Business Continuity. Contractor shall provide Disaster Recovery Services and assist with Business Continuity as described in Section 5.7.8 and Appendix F.

(d) **Service Level Obligations.** Contractor shall comply with the support (24/7 service desk) and Service Level Obligations and Performance Metrics described in Appendix A and E.

(e) **Training.** Contractor will provide training as described in Appendix A at no additional cost to City.

5.2 **Acceptance Testing.** After Contractor has installed and configured the System on each bus pursuant to Appendix A, the City shall have a period of 5 days ("Acceptance Testing Period") from the date of installation on each bus to verify that the System substantially performs to the specifications contained in the Documentation. In the event that the City determines that the System does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the System so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which the City provides Contractor with written notice of satisfactory completion of Acceptance testing. If the City notifies Contractor after the Acceptance Testing Period that the System does not meet the Acceptance criteria of this section, then the City shall be entitled to terminate this Agreement in accordance with the procedures specified in Section 9.2 ("Termination for Default; Remedies") herein, and shall be entitled to a full refund of the Installation Fee.

5.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by the City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

5.4 **Subcontracting**. Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. 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 11 (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.

5.4.1 The SFMTA's execution of this Agreement constitutes its approval of the Subcontractors listed below.

[Insert names of desired approved subcontractors here or state where the names of the subcontractors may be found elsewhere in this agreement.]

5.5 **Independent Contractor; Payment of Employment Taxes and Other Expenses**

5.5.1   **Independent Contracto**r. For the purposes of this Section 5.5, "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 is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required 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 shall not have employee status with the 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 is liable for its acts and omissions. 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 of its agents or employees. 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 is not performing in accordance with the requirements of this Section, 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 warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

5.5.2   **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 5.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold 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.

5.6 **Assignment.** The 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 the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

5.7 **Warranties.** In addition to the warranties described in Appendix A (Scope of Work), 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 Hardware provided and Services performed are correct and appropriate for the purposes contemplated in this Agreement.

5.7.1 **Warranty of Authority; No Conflict.** Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

5.7.2 **Manufacturer's Warranty.** Contractor hereby assigns all manufacturer's warranties for all Hardware and equipment described herein to City.

5.7.3 **Compliance with Description of Services.** Contractor represents and warrants that the System and Services specified in this Agreement, and all Upgrades, updates and improvements to the System and Services, will comply in all material respects with the specifications and representations specified Appendix A (Scope of Work) and the Service Level Obligations and Accuracy Requirements (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

5.7.4 **Title.** Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the Services contemplated hereunder and has the right to permit City access to or use of the System and Services and each component thereof. To the extent that Contractor has used Open Source Software (OSS) in the development of the System and Services, Contractor represents and warrants that it is in compliance with any applicable OSS license(s) and is not infringing.

5.7.5 **Disabling Code.** Contractor represents and warrants that the System and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the System and Services, including future enhancements and modifications thereto, shall be free of (i) any Disabling Code; (ii) viruses or other computer programming routines or defects that re intended to damage, detrimentally interfere with, or expropriate any system, data, or information; or (iii) any feature that does, or with the passage of time could, in any way impair the operation of the System and Services now or hereafter.

5.7.6 **Warranty of Suitability for Intended Purpose.** Contractor warrants that the System and Hosting Services will perform according to applicable requirements in Appendix

A (Scope of Work), Appendix C (SaaS Application & Hosting Services) and Appendix E (Service Level Obligations). Contractor shall provide any Upgrades, updates and bug fixes, to meet the requirements under this Agreement and Service Level Obligations and Performance Metrics stated in Appendix A at no additional cost to the SFMTA during the term of this Agreement.

5.7.7   Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Software to the City.

5.7.8   Business Continuity. Contractor warrants and represents to City that it has implemented and will maintain a business continuity and disaster recovery plan in accordance with this Agreement.

5.7.9   Conformity to Specifications. Contractor warrants that when the Software specified in the Agreement and all updates and improvements to the Software are delivered to the City, they will be free from defects as to design, material, and workmanship and will perform in accordance with the Contractor's published specifications for the Software during the term of this Agreement and any extensions.

5.8   Reserved. (Liquidated Damages)

5.9   Reserved. (Bonding Requirements)

5.10   Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 6   Insurance and Indemnity

6.1   Insurance

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $20,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of $20,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in the Agreement 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) Cyber and Privacy Liability Insurance with limits of not less than $20,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved. (Pollution Liability Insurance).

6.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

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

6.1.3 Waiver of Subrogation

(a) The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and Subcontractors.

6.1.4 Primary Insurance

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

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement

6.1.5 Other Insurance Requirements

(a) Thirty Days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment, for which no less than 10 Days' notice shall be provided to the City. Notices shall be sent to the City address set forth in Section 12.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

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

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all

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coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

6.2 Indemnification

6.2.1 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 liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, 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 personal 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 to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on. Contractor, its Subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

6.2.2 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.

6.2.3 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.

6.2.4 Infringement Indemnification. If notified promptly in writing of any judicial action or informal claims brought against City based on an allegation that City's use of the System and Services infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property

(Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise, only if Contractor accepts the defense and hold harmless requirements without reservation, and provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. In the event a final injunction is obtained against City's use of the System and Services by reason of Infringement, or in Contractor's opinion City's use of the System and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to continue to use the System and Services as contemplated hereunder; (ii) replace the System and Services with a non-infringing, functionally equivalent substitute; or (iii) suitably modify the System and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the System and Services. If none of these options is reasonably available to Contractor, the Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for such infringing Hardware, Software and/or Services. Any unauthorized modification of the System or attempted modification of the System by City or any failure by City to implement any improvements or updates to the System, as supplied in writing by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the System with products or data of the type for which the System was neither designed nor intended to be used, unless City has obtained prior written authorization from Contractor permitting such use.

      6.2.5   Under no circumstances will City indemnify or hold harmless Contactor.

Article 7   Liability of the Parties

      7.1   **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

      7.2   **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its Subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

7.3   Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 8   Payment of Taxes

8.1   Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to the 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 the 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 the City under this Agreement.

8.2   Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. 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.

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

Article 9   Termination and Default

9.1   Termination for Convenience

9.1.1   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 (Notice of Termination). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (Termination Date).

9.1.2   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 Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

> **(a)** Completing performance of any Services that the SFMTA requires Contractor to complete prior to the Termination Date.

> **(b)** Halting the performance of all Services on and after the Termination Date.

> **(c)** Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, Hardware, equipment, or other items.

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

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

> **(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.

9.1.3 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 provided prior to the Termination Date, for which the SFMTA has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

> **(c)** The reasonable cost to Contractor of handling and returning material or equipment, 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 such 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.

9.1.4 Notwithstanding the foregoing, if, in the sole discretion of the SFMTA, the SFMTA determines that Contractor did not demonstrate during the Pilot that the System is capable of meeting the requirements in this Agreement, City will have the right to terminate the Contract at no cost to City. If City terminates this Agreement due to Contractor's failure to successfully complete the Pilot, City shall not be liable for costs incurred by Contractor or profit under this Agreement. The SFMTA's authorization of repairs or Fixes to the System does not constitute a waiver of the City's right to terminate the Contract under this provision.

9.1.5 In no event shall the City be liable for costs incurred by Contractor or any of its Subcontractors after the Termination Date, except for those costs specifically listed in Section 9.1.3. 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 9.1.3.

9.1.6 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 9.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

9.1.7 **Payment Obligation**. City's payment obligation under this Section shall survive termination of this Agreement.

9.2 **Termination for Default; Remedies**

9.2.1 City shall have the right, without further obligation or liability to Contractor (except as specified in Section 9.4 "Transition Services and Disposition of City Data," hereof), to immediately terminate this Agreement if Contractor defaults on this Agreement and fails to remedy such default within thirty (30) days after written notice by City of such default, in which event, Contractor shall reimburse City in the same manner as for the removal of the Software due to infringement under Section 6.2.4; or (ii) to terminate this Agreement upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual,

termination of this Agreement by City shall be effective upon receipt by Contractor of written notice of said termination.

9.2.2 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
5.6	Assignment
Article 6	Insurance and Indemnity
Article 8	Payment of Taxes
11.10	Alcohol and Drug-Free Workplace
12.10	Compliance with Laws
Article 14	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 Days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five Days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, 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.

9.2.3 Default Remedies. 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.

9.2.4 **Remedies.** 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.

9.2.5 Any notice of default must be sent in accordance with Article 12.

9.3 **Bankruptcy.** In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at City's option this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within forty-eight (48) hours return City Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such clear, purge and/or physical destruction has occurred. 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.

9.4 **Transition Services and Disposition of City Data.** Upon request of City, expiration, or termination of the SaaS Services under this Agreement:

9.4.1 **Transition Services.** Contractor shall, upon City's request, for a period of time not to exceed 90 days, provide to City and/or Successor Service Provider assistance to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, SaaS Application and City Data access shall continue to be made available to City without alteration. Contractor will provide the Transition Services at Contractor's then-current rates for such services immediately prior to the expiration or termination of this Agreement. Transition costs may include: (i) developing a plan for the orderly transition of the terminated SaaS Services from Contractor to Successor Service

Provider; (ii) if required, transferring City Data to Successor Service Provider; (iii) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (iv) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the SaaS Services; and (v) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty percent (20%) off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

9.4.2   Disposition of City Data. Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application and Services at the conclusion of the Transition Services pursuant to Section 9.4.1. Contractor shall either transition all City Data to the Successor Service Provider or within five (5) calendar days of the expiration or termination of the SaaS Services return City Data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to City. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such clear or purge and/or physical destruction has occurred. 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.

9.5   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.

9.6   Rights and Duties upon Termination or Expiration

9.6.1   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 Deliverables
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
4.1	Software
5.5	Independent Contractor; Payment of Employment Taxes and Other Expenses

9.6.2 Subject to the survival of the Sections identified in Section 9.6.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 10   Rights in Deliverables

10.1   Ownership of Results. Any interest of Contractor or its Subcontractors, in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by the SFMTA, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

10.2   Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under Federal. 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 its 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

provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 11   Additional Requirements Incorporated by Reference

11.1   Laws Incorporated by Reference. The full text of the laws listed in this Article 11, 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.

11.2   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 SFMTA if it becomes aware of any such fact during the term of this Agreement.

11.3   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.

11.4   Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, 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 (1) asking such applicants about their current or past salary or (2) 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 Article 141. Information about and the text of Article 141 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 Article 141, irrespective of the listing of obligations in this Section.

11.5   Nondiscrimination Requirements

11.5.1   Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall

incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all Subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

11.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 Labor and Employment Code Article 131.2.

11.6   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.

11.7   Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this contract. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

11.8   Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 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 Article 121, 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 Article 121. 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.

11.9   First Source Hiring Program. Contractor must comply with all of the applicable 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.

11.10   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.

11.11   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 (i) 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, (ii) a candidate for that City elective office, or (iii) 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.

11.12   Reserved. (Slavery Era Disclosure).

11.13   Reserved. (Working with Minors).

11.14   Consideration of Criminal History in Hiring and Employment Decisions

11.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Labor and Employment Code (Article 142), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of

Article 142, 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 Article 142.

11.14.2 The requirements of Article 142 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. Article 142 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.

11.15 Nonprofit Contractor Requirements

11.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any Subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its Subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

11.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

11.16 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.

11.17 Reserved. (Distribution of Beverages and Water)

11.18 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.

11.19   Reserved. (Preservative-Treated Wood Products)

Article 12   General Provisions

12.1   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: Daniel Wu
                    Technology & Performance
                    Administration Division
                    Daniel.Wu@sfmta.com
                    +1 (415) 646-2336

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least 10 Days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

12.2   Compliance with Laws Requiring Access for People with Disabilities.

12.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

12.2.2 Reserved. (Information and Communication Technology Accessibility)

12.3   Incorporation of Recitals. The matters recited above are incorporated into and made part of this Agreement.

12.4   Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

12.5   Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor must submit the Contract Modification Form (CMD Form 10) along with the required supporting documentation to the CCO and obtain prior CCO approval when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CCO approved value by 20%.

12.6   Dispute Resolution Procedure

      12.6.1   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. Disputes will not be subject to binding arbitration. 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.

      12.6.2   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.

12.7   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.

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

12.9   Entire Agreement. This contract including the appendices sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 12.5 (Modification of this Agreement).

12.10   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.

12.11　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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

12.12　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.

12.13　Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

12.14　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 any City Data under this Agreement, and in no event later than 24 hours after Contractor 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 13　　SFMTA Specific Terms

13.1　Large Vehicle Driver Safety Training Requirements

13.1.1　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 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.

13.1.2 By entering into this Agreement, Contractor agrees that in the event 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 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 14   Data and Security

14.1   Nondisclosure of Private, Proprietary or Confidential Information

14.1.1 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.

14.2   Management of City Data

14.2.1 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 City. Contractor warrants that the Software does not maintain, store, or export City Data using a database structure, data model, entity relationship diagram or equivalent.

14.2.2 Use of City Data. Contractor agrees to hold City Data received from, created or collected on behalf of, 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 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 City. Access to City's 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 City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license

or right to City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

14.2.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this Section, non-proprietary formats include formats for which royalty-free codecs are available to End Users. Contractor warrants that City shall be able to extract City Data from the SaaS Application on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor).

14.2.4 Backup and Recovery of City Data. As a part of the Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the Services. Unless otherwise described in Appendices A and/or C, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix E and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

14.2.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

(i) the nature of the unauthorized access, use or disclosure;

(ii) the Confidential Information accessed, used or disclosed;

(iii) the person(s) who accessed, used, disclosed and/or received protected information (if known);

(iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and

(v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected Breach, Contractor shall keep City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c) Contractor shall coordinate with City in its breach response activities including without limitation:

(i) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;

(ii) Promptly (within 2 business days) designate a contact person to whom City will direct inquiries, and who will communicate Contractor responses to City inquiries;

(iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by City, and undertake appropriate response activities;

(iv) Provide status reports to City on Data Breach response activities, either on a daily basis or a frequency approved by City;

(v) Make all reasonable efforts to assist and cooperate with City in its Breach response efforts;

(vi) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and

(vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of PII, at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period

required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than twenty-four (24) months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(h) Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(i) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(j) Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

(k) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

14.3 Proprietary or Confidential Information

14.3.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data, which includes proprietary or Confidential Information. Contractor and any subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapter 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

14.3.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

14.3.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any City Data and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by City, any of City Data it produces, receives, acquires or obtains from City. Contractor shall take all necessary steps to ensure that City Data is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any City Data, it shall provide City with prompt notice thereof and shall not divulge any information until City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

14.3.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

14.3.5 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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

14.3.6 Cooperation to Prevent Disclosure of City Data. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to City Data has violated or intends to violate the terms of this Agreement and Contractor will cooperate with City in seeking injunctive or other equitable relief against any such person.

14.3.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

14.3.8 Surrender of City Data upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within five (5) calendar days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 14).

14.3.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

(i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798 et seq);

(ii) The European General Data Protection Regulation ("GDPR");

(iii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;

(iv) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;

(v) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy.

14.3.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of City Data; (iii) protect against unauthorized disclosure, access to, or use of City Data; (iv) ensure the proper disposal of City Data; and (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.3.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 14.

14.3.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g. HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 14.3.2 of this Agreement.

14.4 American Institute of Certified Public Accounts (AICPA) Audit Reports

14.4.1 Contractor shall provide to City, on an annual basis, an SSAE 18, SOC 2, Type 2 Report, and an SSAE 18, SOC 1, Type 2 Audit Report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called "negative assurance opinion," or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within three (3) days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

14.4.2 Audit of Contractor's Policies. Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

14.4.3 Information Security Audits. Contractor must contract with an independent third party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test,

and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with City. All audit findings must be remedied.

14.4.4 Audit Findings. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

14.5 (Reserved). Protected Health Information

Article 15   Force Majeure

15.1 Liability. No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 14.4.

15.2 Duration. In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) describing the nature of the delay and the non-performing Party's estimate of the length of the delay.

15.3 Effect. If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than fifteen (15) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three (3) days.

15.4 Disaster Recovery. In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Appendix E hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 15.1, a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by

Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary Data Center.

15.5   Acknowledgment of Obligations. Contractor expressly acknowledges and agrees that in no circumstance will a Force Majeure Event relieve it from any of its security, disaster recovery, and/or business continuity obligations set forth in this Agreement. Additionally, obligations of indemnification under this Agreement will not be relieved, delayed, or limited due to Force Majeure Events.

Article 16   MacBride and Signature

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

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

CITY	CONTRACTOR

San Francisco
Municipal Transportation Agency
 	
_____
Julie Kirschbaum
Director of Transportation
 	
Approved as to Form:
 	
David Chiu
City Attorney
 	
By: _____
   Annie Smiddy
   Deputy City Attorney
	[company name]
	
	_____
	[name of authorized representative]
	[title]
	[optional: address]
	[optional: city, state, ZIP]
	
	Acknowledgement of Large Vehicle Driver Safety Training Requirements:
	
	By signing this Agreement, Contractor acknowledges that it has read and understands Section 13.1: Large Vehicle Driver Safety Training Requirements.
	
	City Supplier Number: **[Supplier Number]**

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Appendices
A: Scope of Work
B   Schedule
C: SaaS Application & Hosting Services
D: Calculation of Charges
E: Service Level Obligations
F: Disaster Recovery Plan
G: California Assembly Bill No. 917
H: Surveillance Technology Policy
I: Grant Terms: Low Carbon Transit Operations Program
J: Third-Party Software-Included in this Agreement
K: Non-Warranty Spare Parts Price List and Labor Rates

Appendix A
Scope of Work

[See RFP Section II (Scope of Work). RFP Section II will be converted to Appendix A of this Agreement after a Contract is negotiated and finalized.]

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Appendix B
Schedule

[Implementation schedule for up to 212 buses to be inserted from the Proposal]

Appendix C
SaaS Application & Hosting Services

I. **Description of the SaaS Application and Hosted Services**
II. **SaaS Data Centers**
III. **SaaS Maintenance Services**
IV. **City Responsibilities**
V. **Technical Support & Training**

I. **Description of the SaaS Application and Hosted Services.** "SaaS Application and Hosted Services" include the following: A secure web portal with features supporting the effective and efficient administration, management, control, and monitoring of the System as described in Appendix A (Scope of Work). Authentication shall be integrated with SFMTA's Security Assertion Markup Language (SAML) authentication mechanism. SFMTA defined role-based access with audit logging will allow access to functions that include a dashboard for management of the evidence package workflow, access to evidence package details, configuration of Enforcement Zones, access to monitoring and reporting, management of the whitelist and hotlist, and monitoring System status.

A. **Software.** Use of Contractor's Software operating on hosted equipment located at Contractor's facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix C. This includes: [to be inserted based on successful Proposal]

    1. …
    2. ….
    3. ….

B. **Third-Party Software:**

    1. Providing certain third-party software required to operate the SaaS Software, including [to be inserted based on successful Proposal], and other bundled third-party software packages required to support the operation of the SaaS Software.

    2. Inclusion of regular Software and Contractor-supplied third-party software updates, patches and fixes as scheduled by Contractor.

C. **Remote Software.** Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

D. **Back-Up of City Data:**

    1. Contractor shall provide up to thirty-six (36) months of on-line hourly data retention for SaaS Software operation and functionality.

2.   Contractor shall provide incremental City Data backups at a minimum of every four (4) hours to an off-site location other than the primary hosting center.

3.   Contractor shall provide weekly, off-site backups with a duration that matches the agreed-upon backup schedule and retention to a location other than the primary hosting center. Off-site backups to include previous eight (8) weeks

E.   SaaS Environments. The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

1.   A single Back-up Environment available as needed to serve as the backup or "failover" environment for the SaaS and Hosted Services

2.   A single test environment available to City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at fifty percent (50%) or better of production environment.

F.   Reporting. Contractor shall provide electronic notification within 2 hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 14.3.5 of the Agreement.

G.   Availability of SaaS Services. Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by Contractor (or its contractor) and shall provide City with access to both a production environment with SaaS Application and data and a test environment with SaaS Application via Internet-access to use according to the terms herein.

1.   Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9% Service Level Availability.

2.   Scheduled SaaS Maintenance

i.   Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

ii.   Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major scheduled upgrades.

3.   Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during business hours in any month for which unscheduled SaaS maintenance is required. If Contractor fails to

meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of ten percent (10%) of the Services Fees (as calculated on a monthly basis for the reporting month).

> **4.** **Emergency Maintenance**. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

> **5.** **Notice of Unavailability.** In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to, Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to an email address(es) designated by the SFMTA which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

> **H.** **Changes in Functionality.** During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

II. SaaS Data Centers

> **A.** **Control:** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor, or any previously approved subcontractor, shall provide the Services (including data storage) on Data Centers solely from within the United States.

> **B.** **Data Center Standards.**

Contractor's Data Centers shall have fully redundant and diverse network paths to City endpoints. Data Centers shall be located in geographically different seismic zones characterized by the lowest predicted chance of damage as defined by the US Geological Survey Earthquake Hazards Program.

Environmental systems must monitor/detect temperature, humidity, fluid leaks, fire/smoke/particulate and have accompanying suppression systems. Fire suppression systems

should be dry pipe. Power should be fully conditioned to avoid spikes and other aberrations that can damage equipment. Temporary power units, such as generators, must be in place to support SaaS Services in the event of a power outage for up to three calendar days, and fuel replenishment contracts must be in place to keep temporary power operational for longer periods.

C. **Location:** The location of the approved Data Centers that will be used to host the SaaS Application are as follows:

Primary Tier 3 data center:
[name and address]\

Back-up Tier 2 data center:
[name and address]

D. **Replacement Hosted Provider.** In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 18, SOC 1 and/or SOC 2, Type 2 Report Audit Report at least annually, in accordance with Section 14.4 of this Agreement.

E. **Notice of Change.** If the location of the Data Center used to host the SaaS Application is changed, Contractor shall provide City with written notice of said change at least sixty (60) days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Centers referenced above are subcontractors that must be approved by City.

F. **Subcontractors.** Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III. **SaaS Maintenance Services**.

A. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix A to this Agreement.

B. The following SaaS Maintenance Services are included as part of this Agreement:

1. **Contractor Software Version Upgrades, Software Revisions and Patches.** Contractor shall provide and implement all SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and Services is in accordance with the representations

and warranties set forth herein, including but not limited to, the SaaS Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software Services work with the non-hosted browser version.

    i.   **Planning:** Contractor must assist City with the planning and logistics of upgrades and updates.

    ii.   **Technical Assistance.** Contractor must provide technical assistance regarding release notes, new functionality, and new application workflows.

    iii.   **Deployment:** Deployment of these revisions will be mutually agreed upon between Contractor and City.

    iv.   **Software Releases:** Release of Software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a fifteen (15) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.

    v.   **Testing:** After the evaluation period, Contractor shall conduct a deployment of the revision to City test environment. The Software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have forty-five (45) calendar day test window in which City has ability to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.

    vi.   **Severity 1 and Severity 2 Incident Correction:** If a SaaS Severity Level 1 or Severity Level 2 Issue is identified and appropriately triaged and classified by both Contractor and City during the test environment deployment test window, Contractor shall correct the SaaS Issue. The severity of a SaaS Issue will be initially defined by City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the SaaS Issue can be corrected and can be redeployed within the

remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

vii.   **Testing Suspension:** If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.

viii.   **Software Promotion:** Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The Software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.

ix.   **Documentation:** In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.

x.   **Training:** Contractor must provide standard training using Contractor's upgrade tools and provide ongoing knowledge transfer to City.

2. **Third-Party Software Revisions.** At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in Contractor's Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix J to this Agreement.

C. **Response to SaaS Issues.** Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V (Technical Support).

D. **SaaS Software Maintenance Acceptance Period.** Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

E. **SaaS Hardware.** Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the SaaS Application is deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under Section (I)(E) of this Appendix.

IV. City Responsibilities

A. City shall provide Contractor with timely notification of any SaaS Issues or SaaS Software Errors by either of these methods:

1. **Contacting Contractor's Customer Support at 1-800-xxx-xxxx.**

2. **By entering the problem on Contractor's Service Portal [if Contractor provides such a portal.]**. Notifications can be submitted through the City Portal. This is the preferred method by which to contact Contractor.

3. If City cannot readily access Contractor's portal, City may contact Contractor at the "800" number listed above.

B. **Support for Problem Investigation.** City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.

C. **SaaS Incident Manager: Designation of Point of Contact.** City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.

D. **Discovery of SaaS Software Errors.** Upon discovery of a SaaS Software Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the SaaS Software Error and the operating conditions under which the SaaS Software Error occurred or was discovered.

V. **24X7 Technical Support:**

A. **24x7 Technical Support**: Authorized Users will make Technical Support requests 24/7 by calling or submitting a request via Contractor's service desk web portal. The Technical Support staff shall assign to the request the Incident Severity Level indicated by City. Severity Level 1 and 2 Incidents items will be addressed 24/7/365. Severity Level 3 and 4 Incidents will be addressed during the standard business hours of 6:00 a.m. - 6:00 p.m. US Pacific Time.

Incident Severity Level	*Target Response Time*
Severity Level 1: Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.	Request Response Time: 15 minutes. Request Resolution Time Target: < 2 hours. Maximum Permitted Request Resolution Time: < 12 hours ***City shall be entitled to a Service Credit of 15% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 15% shall apply to 1/12 of that annual fee.***
Severity Level 2: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.	Request Response Time: 30 minutes Request Resolution Time Target: < 4 hours Maximum Permitted Request Resolution Time: < 48 hours ***City shall be entitled to a Service Credit of 10% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 10%***

Incident Severity Level	Target Response Time
	shall apply to 1/12 of that annual fee.
Severity Level 3: Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.	Request Response Time: 1 hr. Request Resolution Time Target: < 8 hours Maximum Permitted Request Resolution Time: < 96 hours *City shall be entitled to a Service Credit of 5% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 15% shall apply to 1/12 of that annual fee.*
Severity Level 4: There is a problem or issue with no loss of service and no business impact.	Request Response Time: 4 hr. Request Resolution Time Target: < 96 hours Maximum Permitted Request Resolution Time: < 7 days

1. SERVICE CREDIT ESCALATION

In the event of a Severity Level 1 issue that is not resolved sufficiently quickly as determined in City's sole discretion, City may escalate the problem to Contractor's Chief Technology Officer.

2. ROOT CAUSE ANALYSIS

Following the resolution of a Severity Level 1 OR Level 2 incident, Contractor will discuss with City the cause of the failure, the actions Contractor took to resolve the failure, a timeline of the event and the actions Contractor plans to take to prevent such failure from recurring, and, if requested, Contractor will provide City a written summary of such discussion. Contractor will, on request, provide detailed documentation of the root cause analysis and preventative actions taken or planned with clear dates for completion of the action(s).

Appendix D
Calculation of Charges

[Calculation of Charges shall be based on the selected Proposer's Price Proposal, as that may be clarified in negotiation following the SFMTA's evaluation and scoring of Proposals.]

Appendix E
Service Level Obligations

A. **Time is of the Essence.** For the term of this Agreement, Contractor shall provide SaaS Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Performance Metrics and Service Levels as described herein, time being of the essence.

B. **Performance Metrics and Service Levels.**

1. Performance Metric Standard. Services shall be provided in accordance with the Performance Metrics described in Appendix A (Scope of Work).

2. Performance Credit.

i. **Where Percentage is Greater than Performance Metric Standard**: No Performance Credit will be due to City.

ii. **Where Percentage is equal to or less than Performance Metric Standard**: City shall be due a Performance Credit in the amount of 20% of the total Flexible Plan Rate (as calculated on a monthly basis for the reporting month) for each 1% reduction in the Performance Metric.

3. Availability Service Level:

a. Definitions:

i. **Actual Uptime**: The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

ii. **Scheduled Downtime**: The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.

iii. **Scheduled Uptime**: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

b. Service Level Standard. Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

i. **Calculation:** (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

ii. **Performance Credit.**

1) **Where Percentage Uptime is greater than 99.9%**: No Performance Credit will be due to City.

2) Where Percentage Uptime is equal to or less than 99.9%: City shall be due a Performance Credit in the amount of 20% of the total Flexible Plan Rate (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

4.   Response Time Service Level.

a.   Definition(s).

i.   Response Time: The interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

ii.   Total Transactions: The total of Transactions occurring in the reporting month.

iii.   Transaction(s): Services web page loads, Services web page displays, and Authorized User Services requests.

b.   Service Level Standard. Transactions shall have a Response Time of two (2) seconds or less 99.9% of the time each reporting month during the periods for which the Services are available.

i.   Calculation. ((Total Transactions – Total Transactions failing Standard) / Total Transactions) * 100 = Percentage Response Time (as calculated by rounding to the second decimal point).

ii.   Performance Credit.

1) Where Percentage Response Time is greater than 99.9%: No Performance Credit will be due to City.

2) Where Percentage Response Time is equal to or less than 99%: City shall be due a Performance Credit in the amount of 20% of the total Flexible Plan Rate (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

5.   Technical Support Problem Response Service Level.

a.   Definition.

i.   Total Problems: The total number of problems occurring in the reporting month.

b. **Service Level Standard.** Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

i. **Calculation.** ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

ii. **Performance Credit.**

1) SaaS Severity Level 1 – 2.
i) **Where Percentage Problem Response is greater than 99.9%**: No Performance Credit will be due to City.

ii) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

2) SaaS Severity Level 3 – 4.

i) **Where Percentage Problem Response is greater than 99.9%**: No Performance Credit will be due to City.

ii) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the total Flexible Payment Plan Rate (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

C. **Service Level and Performance Metric Reporting.** On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard and Performance Metric standard; (b) the cause or basis for not meeting the service level standards and Performance Metric standard described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards and Performance Metric standard described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard or

Performance Metric standard; described herein in the applicable timeframe, the service level standard or Performance Metric standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard and Performance Metric standard reports to City upon request.

D.   Failure to Meet Standards. In the event Contractor does not meet a standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

E.   Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any standards described herein: (a) to such an extent that City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

F.   Audit of Service Levels and Performance Metrics. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations and Performance Metrics achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

Appendix F
Disaster Recovery Plan

Contractor shall maintain a high availability configuration in the primary data center, with a mirrored instance of City production system and supporting infrastructure in the secondary data center. Contractor shall maintain a standard procedure that governs the management of business continuity events. A disaster recovery test plan must be reviewed and exercised at least annually. Upon reasonable notice from City, disaster recovery testing documentation shall be made available to City. Contractor will provide City's Chief Information Security Officer with access to review business continuity and disaster recovery plan.

Contractor shall provide City with a business continuity strategy and disaster recovery plan and procedures that can be implemented in the event of a catastrophic failure at the primary hosting site. Such a strategy should provide how quickly the secondary site will be available to Authorized Users. The business continuity strategy must include drills and exercises to test the readiness to execute the disaster recovery plan. If requested, the first drill must happen within six months of contract signing and then once per year thereafter. The drill plans, action items and project plan for follow-ups must be shared with City.

California Assembly Bill No. 917 (2021-2022) is provided below. Any subsequent amendments to California Vehicle Code Section 40240, et. seq. are hereby incorporated by reference.

Assembly Bill No. 917

CHAPTER 709

An act to amend, repeal, and add Sections 40240 and 40241 of, and to repeal and add Section 40240.5 of, the Vehicle Code, relating to vehicles.

[Approved by Governor October 08, 2021. Filed with Secretary of State October 08, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 917, Bloom. Vehicles: video imaging of parking violations.

Existing law authorizes the City and County of San Francisco (San Francisco) and, until January 1, 2022, the Alameda-Contra Transit District, to enforce parking violations in specified transit-only traffic lanes through the use of video imaging and to install automated forward facing parking control devices on city-owned public transit vehicles for the purpose of video imaging parking violations occurring in transit-only traffic lanes, as specified. Existing law requires a designated employee, who is qualified by San Francisco, or a contracted law enforcement agency for the Alameda-Contra Costa Transit District, who is qualified by the city and county or the district to issue parking citations, to review video image recordings for the purpose of determining whether a parking violation occurred in a transit-only traffic lane and to issue a notice of violation to the registered owner of a vehicle within 15 calendar days, as specified. Existing law makes these video image records confidential, and provides that these records are available only to public agencies to enforce parking violations. Existing law provides that if the Alameda-Contra Costa Transit District implements an automated enforcement system as described above, the district is required to submit a report to specified committees of the Legislature by no later than January 1, 2021.

This bill would extend the authorization described above to any public transit operator in the state until January 1, 2027, and to the City and County of San Francisco indefinitely, if the examiner or issuing agency, as specified, of a violation allows for the reduction or waiver of parking penalties for indigent individuals, as defined. The bill would authorize a designated employee or law enforcement agency to decline to issue a ticket, if there is evidence in the video of hardship. The bill would expand the authorization to enforce parking violations to include violations occurring at transit stops. The bill would repeal the obsolete reporting requirement of the Alameda-Contra Costa Transit District but would, except as specified, require an operator who implements an automated enforcement system to report to specified committees of the Legislature on the system's effectiveness and impact on traffic outcomes, among other things.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings regarding the need to make certain video image records confidential.

This bill would make legislative findings and declarations as to the necessity of a special statute for the City and County of San Francisco.

Digest Key
Vote: MAJORITY   Appropriation: NO   Fiscal Committee: NO   Local Program: NO

Bill Text
The people of the State of California do enact as follows:

SECTION 1.

 Section 40240 of the Vehicle Code is amended to read:

40240.

 (a) A public transit operator, as defined in Section 99210 of the Public Utilities Code, may install automated forward facing parking control devices on city-owned or district-owned public transit vehicles, as defined by Section 99211 of the Public Utilities Code, for the purpose of video imaging of parking violations occurring in transit-only traffic lanes and at transit stops. Citations shall be issued only for violations captured during the posted hours of operation for a transit-only traffic lane or during the scheduled operating hours at transit stops. The devices shall be angled and focused so as to capture video images of parking violations and not unnecessarily capture identifying images of other drivers, vehicles, and pedestrians. The devices shall record the date and time of the violation at the same time as the video images are captured. Transit agencies may share the relevant data, video, and images of parking violations collected by automated forward facing parking control devices with the local parking enforcement entity and local agency in the jurisdiction where the violation occurred. A transit operator, including the City and County of San Francisco and the Alameda-Contra Costa Transit District, may only install forward facing cameras pursuant to this section if the examiner or issuing agency, as described in Section 40215, includes options to reduce or waive the payment of a parking penalty if the examiner or issuing agency determines that the person is an indigent person as defined in Section 40220.

(b) Prior to issuing notices of parking violations pursuant to subdivision (a) of Section 40241, a public transit operator, in partnership with a city, county, city and county, or local enforcement authority, shall commence a program to issue only warning notices for 60 days and shall also make a public announcement of the program and provide the public with information about the

enforcement program, existing parking regulations, and the payment options available for low-income persons at least 60 days prior to commencement of issuing notices of parking violations.

(c) A designated employee of a city, county, city and county, or a contracted law enforcement agency for a special transit district, who is qualified by a city, county, city and county, or district to issue parking citations, shall review video image recordings for the purpose of determining whether a parking violation occurred in a transit-only traffic lane or at a transit stop. A violation of a statute, regulation, or ordinance governing vehicle parking under this code, under a federal or state statute or regulation, or under an ordinance enacted by a city, county, city and county, or special transit district occurring in a transit-only traffic lane or at a transit stop observed by the designated employee in the recordings is subject to a civil penalty.

(d) The registered owner shall be permitted to review the video image evidence of the alleged violation during normal business hours at no cost.

(e) (1) Except as it may be included in court records described in Section 68152 of the Government Code, or as provided in paragraph (2), the video image evidence may be retained for up to six months from the date the information was first obtained, or 60 days after final disposition of the citation, whichever date is later, after which time the information shall be destroyed.

(2) Notwithstanding Section 26202.6 of the Government Code, video image evidence from forward facing automated enforcement devices that does not contain evidence of a parking violation occurring in a transit-only traffic lane or at a transit stop shall be destroyed within 15 days after the information was first obtained. Video image data and records collected pursuant to this section shall not be used or processed by an automated license plate recognition system, as defined in Section 1798.90.5 of the Civil Code, unless the public transit operator, city, county, city and county, or local enforcement authority meets the requirements in this paragraph and paragraph (1), the requirements of subdivision (f), and the requirements of subdivision (e) of Section 40241.

(f) Notwithstanding Section 6253 of the Government Code, or any other law, the video image records are confidential. Public agencies shall use and allow access to these records only for the purposes authorized by this article.

(g) The following definitions shall apply for purposes of this article:

(1) "Local agency" means a public transit operator as defined in Section 99210 of the Public Utilities Code or a local city, county, or city and county parking enforcement authority.

(2) "Transit-only traffic lane" means any designated transit-only lane on which use is restricted to mass transit vehicles, or other designated vehicles including taxis and vanpools, during posted times.

(h) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.

SEC. 2.

Section 40240 is added to the Vehicle Code, to read:

40240.

(a) The City and County of San Francisco may install automated forward facing parking control devices on city-owned or district-owned public transit vehicles, as defined in Section 99211 of the Public Utilities Code, for the purpose of video imaging of parking violations occurring in transit-only traffic lanes and at transit stops. Citations shall be issued only for violations captured during the posted hours of operation for a transit-only traffic lane or during the scheduled operating hours at transit stops. The devices shall be angled and focused so as to capture video images of parking violations and not unnecessarily capture identifying images of other drivers, vehicles, and pedestrians. The devices shall record the date and time of the violation at the same time as the video images are captured. Transit agencies may share the relevant data, video, and images of parking violations collected by automated forward facing parking control devices with the local parking enforcement entity and local agency in the jurisdiction where the violation occurred. The City and County of San Francisco may only install forward facing cameras pursuant to this section if the examiner or issuing agency, as described in Section 40215, includes options to reduce or waive the payment of a parking penalty if the examiner or issuing agency determines that the person is an indigent person as defined in Section 40220.

(b) Prior to issuing notices of parking violations pursuant to subdivision (a) of Section 40241, the City and County of San Francisco shall commence a program to issue only warning notices for 60 days and shall also make a public announcement of the program and provide the public with information about the enforcement program, existing parking regulations, and the payment options available for low-income persons at least 60 days prior to commencement of issuing notices of parking violations.

(c) A designated employee of the City and County of San Francisco who is qualified to issue parking citations shall review video image recordings for the purpose of determining whether a parking violation occurred in a transit-only traffic lane or at a transit stop. A violation of a statute, regulation, or ordinance governing vehicle parking under this code, under a federal or state statute or regulation, or under an ordinance enacted by the City and County of San Francisco occurring in a transit-only traffic lane or at a transit stop observed by the designated employee in the recordings is subject to a civil penalty.

(d) The registered owner shall be permitted to review the video image evidence of the alleged violation during normal business hours at no cost.

(e) (1) Except as it may be included in court records described in Section 68152 of the Government Code, or as provided in paragraph (2), the video image evidence may be retained for up to six months from the date the information was first obtained, or 60 days after final disposition of the citation, whichever date is later, after which time the information shall be destroyed.

(2) Notwithstanding Section 26202.6 of the Government Code, video image evidence from forward facing automated enforcement devices that does not contain evidence of a parking

violation occurring in a transit-only traffic lane or at a transit stop shall be destroyed within 15 days after the information was first obtained. Video image data and records collected pursuant to this section shall not be used or processed by an automated license plate recognition system, as defined in Section 1798.90.5 of the Civil Code, unless the public transit operator, city, county, city and county, or local enforcement authority meets the requirements of this paragraph and paragraph (1), the requirements of subdivision (f), and the requirements of subdivision (e) of Section 40241.

(f) Notwithstanding Section 6253 of the Government Code or any other law, the video image records are confidential. Public agencies shall use and allow access to these records only for the purposes authorized by this article.

(g) For purposes of this article, "transit-only traffic lane" means any designated transit-only lane on which use is restricted to mass transit vehicles or other designated vehicles, including taxis and vanpools, during posted times.

(h) This section shall become operative on January 1, 2027.

SEC. 3.

 Section 40240.5 of the Vehicle Code is repealed.

SEC. 4.

 Section 40240.5 is added to the Vehicle Code, to read:

40240.5.

 (a) A public transit operator, including the Alameda-Contra Costa Transit District, that implements an automated enforcement system to enforce parking violations occurring in transit-only traffic lanes and at transit stops pursuant to this article, shall provide to the transportation, privacy, and judiciary committees of the Legislature an evaluation report of the enforcement system's effectiveness, impact on privacy, impact on traffic outcomes, cost to implement, change in citations issued, and generation of revenue, no later than January 1, 2025. This section shall not apply to the City and County of San Francisco.

(b) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 5.

 Section 40241 of the Vehicle Code is amended to read:

40241.

 (a) A designated employee of the local agency, including a contracted law enforcement agency, shall issue a notice of parking violation to the registered owner of a vehicle within 15 calendar days of the date of the violation. A designated employee or contracted law enforcement agency may decline to issue a ticket based on the evidence in the video illustrating hardship. The notice of parking violation shall set forth the violation of a statute, regulation, or ordinance governing

vehicle parking under this code, under a federal or state statute or regulation, or under an ordinance enacted by the local agency occurring in a transit-only traffic lane or at a transit stop, a statement indicating that payment is required within 21 calendar days from the date of citation issuance, and the procedure for the registered owner, lessee, or rentee to deposit the parking penalty or contest the citation pursuant to Section 40215. The notice of parking violation shall also set forth the date, time, and location of the violation, the vehicle license number, registration expiration date, if visible, the color of the vehicle, and, if possible, the make of the vehicle. The notice of parking violation, or copy of the notice, shall be considered a record kept in the ordinary course of business of the local agency and shall be prima facie evidence of the facts contained in the notice. The local agency shall send information regarding the process for requesting review of the video image evidence along with the notice of parking violation.

(b) The notice of parking violation shall be served by depositing the notice in the United States mail to the registered owner's last known address listed with the Department of Motor Vehicles. Proof of mailing demonstrating that the notice of parking violation was mailed to that address shall be maintained by the local agency. If the registered owner, by appearance or by mail, makes payment to the processing agency or contests the violation within either 21 calendar days from the date of mailing of the citation, or 14 calendar days after the mailing of the notice of delinquent parking violation, the parking penalty shall consist solely of the amount of the original penalty.

(c) If, within 21 days after the notice of parking violation is issued, the local agency determines that, in the interest of justice, the notice of parking violation should be canceled, the local agency shall cancel the notice of parking violation pursuant to subdivision (a) of Section 40215. The reason for the cancellation shall be set forth in writing.

(d) Following an initial review by the local agency, and an administrative hearing, pursuant to Section 40215, a contestant may seek court review by filing an appeal pursuant to Section 40230.

(e) A local agency or a contracted law enforcement agency, may contract with a private vendor for the processing of notices of parking violations and notices of delinquent violations. The local agency shall maintain overall control and supervision of the program.

(f) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.

SEC. 6.

Section 40241 is added to the Vehicle Code, to read:

40241.

(a) A designated employee of the City and County of San Francisco, including a contracted law enforcement agency, shall issue a notice of parking violation to the registered owner of a vehicle within 15 calendar days of the date of the violation. A designated employee or contracted law enforcement agency may decline to issue a ticket based on the evidence in the video illustrating hardship. The notice of parking violation shall set forth the violation of a statute, regulation, or ordinance governing vehicle parking under this code, under a federal or state statute or

regulation, or under an ordinance enacted by the City and County of San Francisco occurring in a transit-only traffic lane or at a transit stop, a statement indicating that payment is required within 21 calendar days from the date of citation issuance, and the procedure for the registered owner, lessee, or rentee to deposit the parking penalty or contest the citation pursuant to Section 40215. The notice of parking violation shall also set forth the date, time, and location of the violation, the vehicle license number, registration expiration date, if visible, the color of the vehicle, and, if possible, the make of the vehicle. The notice of parking violation, or copy of the notice, shall be considered a record kept in the ordinary course of business of the City and County of San Francisco and shall be prima facie evidence of the facts contained in the notice. The City and County of San Francisco shall send information regarding the process for requesting review of the video image evidence along with the notice of parking violation.

(b) The notice of parking violation shall be served by depositing the notice in the United States mail to the registered owner's last known address listed with the Department of Motor Vehicles. Proof of mailing demonstrating that the notice of parking violation was mailed to that address shall be maintained by the City and County of San Francisco. If the registered owner, by appearance or by mail, makes payment to the processing agency or contests the violation within either 21 calendar days from the date of mailing of the citation, or 14 calendar days after the mailing of the notice of delinquent parking violation, the parking penalty shall consist solely of the amount of the original penalty.

(c) If, within 21 days after the notice of parking violation is issued, the City and County of San Francisco determines that, in the interest of justice, the notice of parking violation should be canceled, the City and County of San Francisco shall cancel the notice of parking violation pursuant to subdivision (a) of Section 40215. The reason for the cancellation shall be set forth in writing.

(d) Following an initial review by the City and County of San Francisco and an administrative hearing pursuant to Section 40215, a contestant may seek court review by filing an appeal pursuant to Section 40230.

(e) The City and County of San Francisco or a contracted law enforcement agency may contract with a private vendor for the processing of notices of parking violations and notices of delinquent violations. The City and County of San Francisco shall maintain overall control and supervision of the program.

(f) This section shall become operative on January 1, 2027.

SEC. 7.

The Legislature finds and declares that Sections 1 and 2 of this act, which amend and add Section 40240 of the Vehicle Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

In order to protect the individual privacy rights of those individuals depicted in video camera footage relating to parking violations, it is necessary that this act limit the public's right of access to the images captured by an automated parking control device installed on public transit vehicles owned by a city, county, city and county, or transit district.

SEC. 8.

 The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because, at the time of this enactment, the City and County of San Francisco has demonstrated by its participation in the pilot program and reporting to the Legislature that it has adequately addressed various privacy and equity impacts of an automated enforcement system to enforce parking violations occurring in transit-only traffic lanes.

Appendix H
Surveillance Technology Policy

Contractor shall comply with the Surveillance Technology Policy, which may be amended from time to time. The Surveillance Technology Policy can be found at:

https://www.sfmta.com/media/34196/download?inline

Appendix I
Grant Terms

CALTRANS
Low Carbon Transit Operations Program

Contractor shall comply with the SFMTA's Certifications and Assurances for the CALTRANS Low Carbon Transit Operations Program, and all Program requirements, which may be amended from time to time.

The Low Carbon Transit Program requirements can be found at:

https://dot.ca.gov/programs/rail/low-carbon-transit-operations-program-lctop

Sample Agreement Appendix I is a separate file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

https://sfcitypartner.sfgov.org/pages/index.aspx

Appendix J
Third-Party Software-Included in this Agreement

[Third Party Software List to be inserted from the Proposal]

Appendix K
Non-Warranty Spare Parts Price List and Labor Rates

[Non- Warranty Spare Parts Price List and Labor Rates to be inserted from the Proposal]