



City and County of San Francisco



Request for Proposals for Security Services

RFP No. SFMTA-2026-47-LOC
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Date Issued:	[Insert the date.]
Pre-Proposal Conference:	[Insert the date & time.] PT
Deadline to Submit NDA:	[Insert the date & time.] PT
Deadline for Questions:	[Insert the date & time.] PT
Proposal Due:	[Insert the date & time.] PT

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San Francisco Municipal Transportation Agency (SFMTA) Request for Proposals for Security Services

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I. Introduction and Schedule

A. Background and Operating Environment

The San Francisco Municipal Transportation Agency (SFMTA or Agency) is requesting proposals from qualified firms (Proposers) to provide armed and unarmed security guard services and related security operations support functions (Services) to support SFMTA operations.

The SFMTA manages a large, multimodal transportation system and employs a diverse workforce of approximately 6,000 employees. The SFMTA owns, occupies, or operates more than 400 facilities, including bus yards, rail yards, maintenance yards, subway stations, trade shops, and related facilities. The operating environment includes seven bus yards, three rail yards including the Cable Car Barn, 12 subway stations within the Market Street Subway and Central Subway, and seven tunnels equipped with intrusion detection software.

The SFMTA maintains a Security Operations Center (SOC) staffed by SFMTA and contractor personnel, directed by the SFMTA, with access to SFMTA video systems, including approximately 13,000 cameras on revenue fleet vehicles and 2,500 stationary video cameras located throughout SFMTA facilities and operations.

The SFMTA currently administers its contracted security services through Site-, post-, function-, and assignment-specific Post Orders and Standard Operating Procedures, which are types of SFMTA Operating Documents. Current services generally include fixed-post and access-control functions, patrols, Revenue Security Support, SOC coordination, incident and activity reporting, emergency response, and related operational requirements. Current operations also use SFMTA-owned/operated video, alarm, access-control, communications, and related systems. Appendices C, D, H, and I provide additional information about the Current Operating Environment for Proposal preparation and transition planning.

The SFMTA's objective is to maintain required security services coverage and operational readiness necessary to support its facilities and operations while establishing a more accountable, adaptable, and technology-supported service-delivery model. Through this solicitation, the SFMTA seeks to select a Contractor that will serve as a trusted partner in delivering reliable, responsive, and continuously improving security Services across the SFMTA system.

The Required Baseline State is described in Appendix A (Scope of Services) and may be supplemented by the selected Proposer's Baseline Proposal as accepted by the SFMTA, including Required Base-Service Technology. Proposers may also separately propose Innovative Service Delivery Approaches and Optional Enhancements as described in Section II.E.

Before and during the term of the anticipated Agreement, the SFMTA may implement physical access-control, perimeter, and other site improvements. Accordingly, the SFMTA seeks Services that allow the Agency to adapt staffing levels, deployment models, and service delivery over the term of the Agreement to improve operational flexibility and cost control while maintaining required service levels, operational readiness, and public safety.

The Agency encourages Proposers to submit practical, reliable, and cost-effective approaches to staffing and deployment, mobile response, electronic workforce verification, patrol tracking, technology-supported monitoring, integrated reporting, and other operational practices that maintain or improve security outcomes, contract administration, and cost control.

B. Procurement Objectives

The Procurement Objectives below describe the principal security outcomes the SFMTA seeks through this solicitation.

Procurement Objective	Description
Systemwide Security	Provide systemwide transit security support and visible deterrence to protect customers, employees, facilities, and operations.
Operational Flexibility	Support operational flexibility & emergency response capabilities.
Technology-Supported Accountability	Use reliable, intuitive, user-friendly technology tools to support Service delivery, reporting, patrol verification, staffing accountability, and invoice validation.
SOC Coordination	Support SOC integration with SFMTA operations and centralized Service coordination.
Cost Control and Service Improvement	Identify Service delivery approaches that support SFMTA operations, staffing utilization, cost control, or security outcomes.
Reporting and Documentation	Facilitate accountability for the use of public funds through reports, records, documentation, and invoice-support materials.
Compliance	Facilitate contract administration and compliance with regulatory, Agreement, and SFMTA requirements.
Accountable Partnership	Establish a collaborative and transparent relationship with a Contractor that responds to changing operational needs, communicates candidly, addresses Service deficiencies, and supports continuous improvement and cost control.

C. Facility and Function Information

For purposes of this RFP, “facility types” are SFMTA locations where Services may be deployed, and “function types” are security services categories that may apply to one or more locations. The following table summarizes the facility and function types that may require Services during the term of the Agreement and identifies the principal security objectives, potential deployment models, and supportive controls associated with those service types. The table is provided for general reference and Proposal preparation purposes only and does not establish required Services, staffing levels, deployment models, patrol frequencies, schedules, or

other facility- or function-specific operational requirements. The SFMTA will establish applicable facility- and function-specific requirements through SFMTA Operating Documents (including Post Orders, Standard Operating Procedures, SFMTA-approved operational plans, procedures, and written instructions).

Facility/ Function Type	Security Objectives	Potential Deployment Models	Supportive Controls
Bus and Rail Yards	Control access, deter unauthorized entry, identify safety or security violations, deny access to unauthorized people, observe and report, and support gate opening or closing periods.	Fixed coverage when directed, foot patrols during gate opening or operational periods, and technology-supported patrols.	Gates, alarms, controlled access, video surveillance, security policies, and non-public facility rules.
Subway Stations	Visible presence, staff and customer assistance, safety or security response, incident reporting, emergency response, and observe-and-report duties.	Fixed coverage when directed, foot patrols, Roving Patrols, SOC/Transit Management Center coordination, and other SFMTA-directed coverage.	Video surveillance and SFMTA-approved station procedures.
Uncovered Facilities	Periodic patrols, emergency response, facility condition reporting, and temporary fixed coverage when required.	Scheduled patrols, as-needed coverage, and technology-supported monitoring.	Video surveillance and controlled access.
Tunnel Gates	Open/close support, intrusion or alarm response, gate or portal checks, emergency response, and temporary fixed coverage when required.	Scheduled patrols, as-needed coverage, and fixed coverage when directed.	Intrusion detection, cameras, alarms, and controlled access.

Facility/ Function Type	Security Objectives	Potential Deployment Models	Supportive Controls
Revenue Services	Protection of staff, cash, fare media, restricted areas, gate operations, alarm and video monitoring support, observe-and-report duties, and escort support for revenue collection.	Fixed Guard coverage when directed, scheduled escort coverage, Special Event Services, and other SFMTA-directed coverage.	Controlled access, video surveillance, alarm systems, and Revenue procedures.
SOC	Coordinate deployment, monitor alarms and video when assigned, manage communications, produce situational awareness reports, support investigations, and support mass notification.	Non-Guard Support Functions, technology-supported monitoring, administrative support, and dispatch coordination.	Controlled access, video surveillance, alarm notification, mass notification software, badging systems, and other SFMTA-approved systems.

Appendix C provides additional information regarding the SFMTA’s current facilities, locations, and functions for reference and Proposal preparation. Inclusion in Appendix C does not guarantee that Services will be deployed at a particular facility, location, or function.

D. Access to Confidential Information

1. Confidential Appendices and NDA Access Process

RFP documents that do not contain Confidential Information may be downloaded from the City’s Supplier Portal website <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>. Certain materials included in the RFP documents may qualify as Sensitive Security Information (SSI) or otherwise be protected from public disclosure. Because their public release could compromise the security of SFMTA facilities and operations, these materials are designated Confidential Information and are not posted publicly, but may be available to Proposers that execute the required Non-Disclosure Agreement (NDA).

These materials include:

- Appendix C (SFMTA Current Facilities and Function Information)
- Appendix D (SFMTA-Owned or SFMTA-Operated Security Equipment, Hardware, Software, Systems, and Resources)
- Appendix H-3 (Current Security Guard Shift Schedule)
- Appendix I (SFMTA Model Post Orders and Standard Operating Procedures)

These “Confidential Appendices” must be obtained directly from the SFMTA and will be provided only to prospective Proposers that have executed the NDA, included as Appendix B.

Proposers seeking the Confidential Appendices must complete and submit the NDA by e-mail to: Carlos.Peza@sfmta.com by 1:00 PM PT on [insert date]. Any requests for the Confidential Appendices received after this deadline will not be accepted or considered.

The SFMTA will provide the Proposer with copies of the Confidential Appendices within three business days of receiving a completed and acceptable NDA. The SFMTA has the sole and absolute discretion to determine whether an NDA is complete and acceptable.

2. Responsibility for Timely NDA Submission

It is the Proposer’s responsibility to ensure that its request for access to the Confidential Appendices, including the completed NDA, is received by the SFMTA by 1:00 PM PT on [insert date]. Failure to submit a timely and complete NDA will not be grounds for an extension of the Proposal Due Date, waiver of requirements, or any other relief. Any Proposer that does not receive the Confidential Appendices as a result of a late or incomplete NDA submission shall prepare its Proposal based solely on its own review of the publicly available RFP documents.

E. Selection Overview

The SFMTA may award a contract to the highest-ranked Proposer that meets the Minimum Qualifications (see Section III) and LBE requirements of this RFP and successfully completes contract negotiations as described in Section V.

Proposers must provide documentation that clearly demonstrates that each Minimum Qualification and each Local Business Enterprise (LBE) requirement has been met. **Any Proposal that does not meet the Minimum Qualifications and LBE requirements will 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 compliance with LBE requirements.

Responsive Proposals will be evaluated in two phases as described in Section V: Phase 1 - Written and Fee Proposal Evaluation; and, if conducted, Phase 2 - Supplemental Evaluation. The SFMTA will combine the applicable scores and invite the highest-ranked Proposer to contract negotiations as described in Sections I.K and V.E.

F. Anticipated Contract Term

A contract awarded pursuant to this RFP shall be non-exclusive with an original term of three (3) years. The SFMTA, at its sole discretion, shall have the option to extend the term for two (2) additional years, for a total of five (5) years.

G. 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.

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

I. Reserved. (Cooperative Agreement)

J. 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.

<u>Phase</u>	<u>Date</u>
RFP is issued by the SFMTA:	[Insert Date]
Pre-Proposal Conference:	[Insert Date and Time] PT
Deadline for submission of Appendix B, Non-Disclosure Agreement (NDA):	[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

K. Contract Terms, Performance Metrics, and Negotiations

The highest-ranked Proposer will be invited to contract negotiations and will be required to enter into a contract substantially in the form attached as Appendix F (Sample Agreement for Professional Services).

A Proposer seeking changes to the SFMTA's contract terms in Appendix F or to an SFMTA-established Performance Metric in Appendix E shall submit all requested changes as Part 4 of its Proposal in accordance with Section IV.F. Following the scoring and ranking of Proposals, the highest-ranked Proposer will be invited to contract negotiations. Negotiations will constitute the final stage of the evaluation and selection process. During contract negotiations, the SFMTA may consider the nature and extent of the Proposer's requested changes to Appendix F or any Performance Metric in Appendix E in determining whether a satisfactory Agreement can be reached. Requested changes will not be scored or evaluated by the Evaluation Panel, and the Baseline Proposal may not depend on SFMTA acceptance of requested changes.

The highest-ranked Proposer will also be required to prepare a Detailed Transition and Mobilization Plan, as described in Section V.E. If the SFMTA determines, in its sole discretion, that a satisfactory Agreement cannot be negotiated within a reasonable time, the SFMTA may terminate negotiations and begin negotiations with the next highest-ranked Proposer that meets the Minimum Qualifications and LBE requirements of this RFP.

L. City's Social Policy Requirements

The San Francisco Municipal Code establishes 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 a complete list. A complete list of Social Policy Requirements applicable to this Solicitation can be found in Appendix F, Sample Agreement for Professional Services.

M. 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 Article 131 (Nondiscrimination in Contracts and Equal Benefits Requirement) compliance. The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at the 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 Services

A. Overview of Services

This section provides an overview of the Services the Contractor shall provide under the Agreement.

The Contractor shall provide Guard Service Delivery, Non-Guard Support Functions, and Supervision, Administration, and Management Services, including providing trained and qualified armed and unarmed Guards, supervisors, management personnel, SOC coordination and support, Revenue Security Support, and other Services required by the Agreement, this RFP, Appendix A, and SFMTA direction.

The SFMTA may identify minimum staffing, post coverage, patrol, response, or service requirements where necessary for operational, safety, regulatory, or security reasons. However, the SFMTA seeks Proposals that demonstrate how the Contractor will achieve required security outcomes through efficient staffing, mobile response, technology-enabled monitoring, patrol verification, SOC coordination, and other approved operational strategies.

B. Service Delivery Framework

To support Proposal preparation, this RFP describes the SFMTA's security program across three service-delivery states: (1) the Current Operating Environment, (2) the Required Baseline State, and (3) Innovative Service Delivery Approaches and Optional Enhancements.

1. **Current Operating Environment:** Appendices C, D, H, and I provide information regarding current facilities, functions, staffing, prevailing wage and staffing conditions, SFMTA resources, Post Orders, and Standard Operating Procedures for Proposal preparation and transition planning. This information is intended to assist Proposers in understanding the existing operating environment, preparing transition plans, and identifying implementation requirements.
2. **Required Baseline State:** Appendix A establishes the required Services and Contractor Responsibilities, including Deliverables, transition and Baseline Establishment, performance management, and contract closeout. Appendix E establishes the related performance requirements and measurement framework.
3. **Innovative Service Delivery Approaches (ISDAs) and Optional Enhancements:** Proposers may separately submit ISDAs that propose innovative methods for meeting Baseline Requirements and Optional Enhancements that add services, technology, or functionality beyond the Baseline Requirements.

C. Organization and Use of RFP Documents

The RFP documents serve the following functions:

- Appendix A describes the Required Baseline State, including the required Services and Contractor Responsibilities.

- Appendix B provides a Non-Disclosure Agreement that is required for Proposers to access the Confidential Appendices.
- Appendix C provides current facility and function information for Proposal preparation.
- Appendix D identifies SFMTA owned/operated technology and other resources that the Contractor may access or use in delivering the Services.
- Appendix E establishes performance requirements and measurement framework for the Required Baseline State, and any accepted ISDAs or Optional Enhancements.
- Appendix F contains the terms and conditions that will govern the Agreement resulting from this RFP, as well as definitions of capitalized terms used in this RFP and its Appendices.
- Appendix G contains the Fee Proposal form to present costs for the Baseline Proposal and separately identified ISDAs and Optional Enhancements.
- Appendix H contains current prevailing wage, staffing, and contract information for Proposal preparation and transition planning.
- Appendix I contains model Post Orders and Standard Operating Procedures for Proposal preparation and transition planning. These samples will not become operative under the resulting Agreement unless the SFMTA designates them as applicable SFMTA Operating Documents.
- Appendix J contains the CMD Attachment 3 and the required LBE forms for documenting compliance with the RFP's LBE participation and good-faith outreach requirements.
- Appendix K contains the Attestation of Compliance on Communications Prior to Contract Award, used to certify compliance with the RFP's communication restrictions.
- Appendix L contains the Certification Regarding Debarment, Suspension, and Other Responsibility Matters, used to certify eligibility and responsibility to contract with the City and County of San Francisco.
- Appendix M contains the Certification Regarding Lobbying, used to certify compliance with lobbying and contingent-fee restrictions and disclose applicable lobbying activity.
- Appendix N contains the Sample Performance Bond that the selected Proposer will be required to furnish in accordance with Section VIII and the Agreement.

D. Contractor Responsibilities

The selected Contractor will be responsible for the three principal areas of responsibility summarized in the table below: (1) Guard Service Delivery, (2) Non-Guard Support Functions, and (3) Supervision, Administration, and Management. The SFMTA will determine which Services are required at particular Sites or for particular functions and will authorize those Services through applicable SFMTA Operating Documents and other SFMTA direction, as provided in Appendix A.

The item numbers below correspond to more detailed requirements presented in Appendix A, Section II. Appendix A contains the complete requirements and governs in the event of any inconsistency with this summary. Unless expressly stated otherwise, the requirements apply to Services performed by Contractor and its Subcontractors, and Contractor remains responsible for Subcontractor compliance and performance.

Appendix A, Section II Item(s)	Main Area	Responsibility	Summary of Contractor Responsibilities
1.1–1.2	Guard Service Delivery	Facility, Transit & Public-Facing Security	Provide unarmed Guards for fixed-post coverage, facility security, access control, alarm response, lock and unlock support, intrusion-alert support, graffiti and vandalism response, situational awareness, incident reporting, emergency response, subway and station coverage, customer and employee assistance, reporting, and coordination with SFMTA and public-safety personnel.
1.3		Revenue Collection Security Support	Provide armed or unarmed Revenue Collection Security Support, including fixed coverage, escorts, access-control support, monitoring, incident documentation, field supervision, separation-of-duties controls, and other safeguards for Revenue Collection operations.
1.4		Emergency, Special Event & Other As- Needed Coverage	Provide additional armed or unarmed Guards, field supervision and other SFMTA-approved security resources for emergencies, Special Events, and other SFMTA-requested needs. Maintain continuity procedures and notify the SFMTA of events that materially affect staffing or operational readiness.

Appendix A, Section II Item(s)	Main Area	Responsibility	Summary of Contractor Responsibilities
2.1–2.2	Non-Guard Support Functions	SOC & Other Operational Support	Provide Qualified Personnel for SFMTA-directed SOC and operational support functions, including deployment and dispatch coordination, communications, CCTV and alarm support, incident documentation, alerts, reporting, badging, credentialing, data review, administrative support, investigation support, and coordination with public-safety partners.
3.1–3.4	Supervision, Administration & Management	Management, Staffing, Training & Personnel Qualifications	Provide on-site and off-site management and supervision; staffing, scheduling, backup and relief coverage; personnel administration; escalation; and coordination with SFMTA staff. Ensure Contractor and Subcontractor personnel are screened, trained, licensed, certified, equipped, qualified, and assigned only to duties for which they meet applicable requirements.
3.5–3.8		Equipment, Technology, Reporting & Documentation	Provide and maintain required equipment, vehicles, communications devices, uniforms, materials, and technology. Use SFMTA-approved, intuitive, and user-friendly systems for staffing, scheduling, dispatch, timekeeping, attendance, assignment verification, GPS-based patrol verification, reporting, performance monitoring, and invoice validation. Maintain required data and Records in a searchable digital format.
3.9–3.12		Performance, Compliance, and Continuous Improvement	Analyze operational information and changes in risk; conduct quality assurance, audits, inspections, corrective action, and operational reviews; and recommend improvements to security outcomes, accountability, and cost control. Comply with applicable legal, licensing, labor, LBE, prevailing-wage (including SF Labor and Employment Code Section 102.11 and Article 109), employee-retention, SFMTA Operating Document, Subcontractor, reporting, and Records requirements.

E. Innovative Service Delivery Approaches (ISDAs) and Optional Enhancements

For purposes of this RFP:

1. **Current Operating Environment** means the current facilities, functions, staffing and labor information, operating practices, SFMTA resources, Post Orders, and Standard Operating Procedures described in Appendices C, D, H, and I for Proposal preparation and transition planning purposes.
2. **Baseline Requirements** means all the mandatory requirements of this RFP and the resulting Agreement, including the required Services and Contractor Responsibilities in Appendix A, the Performance Requirements in Appendix E, Required Base-Service Technology, and the model Post Orders and Standard Operating Procedures provided in Appendix I.
3. **Baseline Proposal** means the Proposer's Written Proposal and Fee Proposal submitted for meeting the Baseline Requirements without relying on an ISDA or Optional Enhancement.
4. **Required Base-Service Technology** means all Contractor-provided technology required to perform the Baseline Requirements.
5. **Innovative Service Delivery Approach or ISDA** means a Proposer-identified and separately described innovative method for meeting a Baseline Requirement that materially changes how Services are delivered, coordinated, managed, or supported while maintaining or improving required service levels, accountability, and security outcomes.
6. **Optional Enhancement** means a separately identified addition of services, technology, or functionality beyond the Baseline Requirements. An Optional Enhancement supplements, but does not replace, a Baseline Requirement.

Proposers shall submit a complete and fully compliant Baseline Proposal. An ISDA or Optional Enhancement may not omit, reduce, condition, reclassify, or separately price a Baseline Requirement. The SFMTA must be able to accept or reject each ISDA or Optional Enhancement without affecting the compliance or pricing of the Baseline Proposal.

Each ISDA must identify the applicable Baseline Requirement, the approach included in the Baseline Proposal, the proposed innovative approach, and how required outcomes will be maintained or improved.

Each Optional Enhancement must identify the additional service, technology, or functionality and explain how it supplements the Baseline Requirements.

Proposers may submit ISDAs or Optional Enhancements under Section IV.C.8, such as:

1. ISDA examples:

- a. Technology-enabled or data-informed staffing, deployment, supervision, patrol, monitoring, or response models that materially differ from the Baseline Proposal while maintaining or improving required outcomes.
- b. Integrated remote monitoring or dynamic deployment, deterrence, or other innovative methods that reduce fixed-post coverage while maintaining or improving Service levels, response capability, visibility, accountability, and security outcomes.
- c. Other innovative operational approaches that may improve Service delivery, reduce unnecessary duplication, support cost control, or improve security outcomes.

2. Optional Enhancement examples: Optional technology, dashboards, analytics, workflow, or system-integration enhancements beyond Required Base-Service Technology, including AI-assisted video monitoring or analytics, automated incident tracking and escalation, predictive analytics, or trend reporting.

Each proposed ISDA or Optional Enhancement shall meet the following requirements:

1. **Operational Readiness:** Preserve operational readiness and avoid increasing the risk of personal injury or property damage related to SFMTA operations or property.
2. **SFMTA Objectives:** Support SFMTA operational objectives as reflected in Appendix A and Appendix E.
3. **Compliance:** Comply with applicable laws and requirements, including privacy, labor, public records, cybersecurity, approved technology, data retention, and data protection requirements.
4. **Technology and Data Review:** Provide sufficient information for the SFMTA to determine whether proposed technology or data use is subject to San Francisco Administrative Code Chapter 19B (Acquisition of Surveillance Technology) or Chapter 22J (Artificial Intelligence Tools), including the technology's purpose and locations of use; the data collected, processed, retained, accessed, or shared; and any automated analytics or artificial intelligence functions.
5. **Submission and Pricing:** Provide the information required by Section IV.C.8 for each ISDA or Optional Enhancement. All pricing and financial information must be provided only in Appendix G.

The SFMTA reserves the right to accept, reject, partially accept, modify, defer implementation of, or further negotiate any ISDA or Optional Enhancement at its sole discretion. Submission of an ISDA or Optional Enhancement does not relieve the Proposer of its obligation to submit a complete and responsive Baseline Proposal.

III. Minimum Qualifications

The Minimum Qualifications (MQs) set forth below are required for a Proposer to be eligible for further evaluation and award under this RFP.

Proposers must provide documentation that clearly demonstrates each MQ listed below has been met. MQ documentation should be clearly marked as “MQ1,” “MQ2,” and so on, to indicate which MQ it supports.

Each Proposal will be reviewed for an initial determination on whether the Proposer meets the MQs referenced in this section. **This screening is a pass/fail determination and a Proposal that fails to meet the MQs 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	Relevant Experience: Proposer has at least five years of direct experience within the last 10 years providing armed and unarmed security guard services for public agencies, transportation systems, large institutional campuses, critical infrastructure facilities, or comparable complex operations. Include a statement and supporting information that Proposer has the requisite experience to meet this MQ.
MQ2	California Licensing: Proposer must hold a current and active Private Patrol Operator license issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, under the Private Security Services Act. At the Proposal Due Date, the license must not be expired, suspended, revoked, or subject to probation or another disciplinary restriction. The Proposer must promptly notify the SFMTA of any pending or final administrative action that may suspend, revoke, restrict, or otherwise materially affect the license during the solicitation and selection process. Include a statement and supporting documentation demonstrating that Proposer meets this MQ, including copies of the Proposer’s current license, any related permits, registrations, or other required licensing documentation.
MQ3	Bonding Capacity: Proposer must provide evidence of the ability to secure the bonds required in Section VIII and the Sample Agreement, including a performance and payment bond in an amount equal to not less than 10 percent

MQ #	Description
	of the annual contract value of the Agreement, and any required fidelity bond or crime policy. Include a statement and supporting documentation demonstrating that Proposer meets this MQ. At a minimum, provide a Letter of Commitment from a bonding agency, surety, or insurer authorized to do business in the State of California confirming that the Proposer will be able to secure bond(s) at the time of Contract Award.
MQ4	Local Presence: Proposer must have, or must establish before the Contract start date, an office or base of operations located within the City and County of San Francisco to support staffing, supervision, dispatch coordination, and contract administration. Include a statement and supporting information that Proposer meets or will meet this MQ. If the Proposer currently has an office, operations base, or other local support structure in San Francisco, provide the address and a description of how it will support the Services. If the Proposer does not currently have such a location, provide a proposed local operations plan describing how Proposer will establish and maintain the required San Francisco presence before the Contract start date.

Any Proposal that does not demonstrate that the Proposer meets MQ1 through MQ3 by the deadline for submittal of Proposals, or does not include a credible plan to meet MQ4 before the Contract start date, 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 Carlos.Peza@sfmta.com.

Proposers shall limit email messages to 25MB or less.

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.

Proposers shall ensure that the Proposal 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 Proposers use an 11-point or larger sans-serif font (e.g., Arial). Pages must have margins of at least 1" on all sides (excluding headers and footers).

Proposals shall be submitted in four separate electronic files, as listed below. Each electronic file shall be clearly marked "SFMTA-2026-47-LOC" and, as applicable, "Proposal Part 1 - Written Proposal," "Proposal Part 2 - CMD Attachment 3 Forms," "Proposal Part 3 - Fee Proposal," and "Proposal Part 4 - Contract Terms and Performance Metric Negotiation Requests."

- Part 1 - One electronic copy of the Written Proposal, including the completed Appendix E table, and completed and signed Appendices K, L, and M.
- Part 2 - One electronic copy of the completed and signed Appendix J forms (see Section IX.R and Appendix J) as a separate electronic file.
- Part 3 - One electronic copy of the completed Appendix G (Fee Proposal Excel Workbook Form) as a separate electronic file.
- Part 4 - Proposers seeking changes to the SFMTA's terms and conditions in Appendix F or to an SFMTA-established Performance Metric in Appendix E must submit all requested changes in accordance with Section IV.F.

Any document requiring a signature must be submitted as a scanned PDF file. Signatures must be by an official authorized to submit a Proposal on behalf of the Proposer. Each electronic file shall be clearly marked "SFMTA-2026-47-LOC."

C. Part 1 – Written Proposal

Written Proposals must include the information requested in this Section IV.C, in the order specified. 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. Statement of Commitment. A statement confirming that Proposer is willing and able to perform the work described in the RFP and will meet the LBE Ordinance requirements.
- d. Executive Summary of Approach. Summary of the Proposer's overall approach to providing the Services.

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)

Provide a one-page 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," and so forth, to

indicate which MQ it supports. Licenses, bonding letters, and other supporting documents do not count against the one-page limit.

4. Project Approach (up to 10 pages)

Describe the Proposer's approach to delivering the required Services and achieving the Required Baseline State. The response should focus on the overall operating model and should not repeat detailed information requested in the other components of the Written Proposal described below - Preliminary Transition and Mobilization Plan, Required Base-Service Technology and Technology Integration Plan, Performance Management and Quality Assurance Approach, or ISDA and Optional Enhancement sections.

At a minimum, address:

- a. **Service Delivery Model:** Describe the proposed baseline service-delivery model and explain how it addresses the SFMTA's operating environment, security needs, operational constraints, Procurement Objectives in Section I.B, and the Services and Contractor Responsibilities in Appendix A.
- b. **Staffing:** Describe the approach to: (i) staffing, deployment, supervision, and personnel support; (ii) training and qualifications of personnel; (iii) personnel-level equipment required to perform assigned duties; (iv) customer service, incident response (including de-escalation methods), and other public-facing interactions; and (v) development and maintenance of the required Staffing, Personnel Qualification, Training, and Deployment Plan.
- c. **Operational Coordination:** Describe how the Proposer will establish and maintain a collaborative, responsive, and transparent working relationship with the SFMTA, including the Proposer's approach to coordinating with: (i) the SFMTA's Chief Security Officer; (ii) SOC; (iii) Transit Management Center; (iv) Revenue Collection and Sales; (v) facility maintenance and operations; (vi) San Francisco Police Department (SFPD); (vii) emergency responders; and (viii) other SFMTA or public safety partners.
- d. **Administration and Continuous Improvement:** Describe the approach to (i) workforce accountability, (ii) trend and risk analysis, (iii) operational reviews, (iv) reporting, (v) records management, (vi) invoice preparation and support, (vii) continuous improvement, and (viii) cost control.

Submit any innovative staffing or deployment models, remote monitoring or deterrence methods, or optional technology enhancements under Section IV.C.8 (Innovative Service Delivery Approaches and Optional Enhancements). The Project Approach in the Baseline Proposal shall not rely on SFMTA acceptance of any ISDA or Optional Enhancement to satisfy an RFP requirement.

5. Preliminary Transition and Mobilization Plan (up to 3 pages)

Appendix A, Section IV (Transition, Mobilization, and Baseline Establishment) describes the Service transition requirements.

Provide a Preliminary Transition and Mobilization Plan that describes how the Proposer will meet those requirements while maintaining uninterrupted Service coverage during contract startup. At a minimum, address: (a) the proposed schedule, milestones, responsibilities, dependencies, principal risks, mitigation measures, and achievement of Baseline Establishment no later than 60 calendar days after Service Commencement; (b) staffing and employee retention; (c) administrative and compliance readiness; (d) training, equipment, reporting, system access, and the timing, milestones, and dependencies for implementation of the Required Base-Service Technology described in Section IV.C.6; and (e) coordination with the SFMTA and any outgoing contractor.

The Preliminary Plan shall reference the Technology Integration Plan described in Section IV.C.6 and identify how technology implementation will be coordinated with the overall transition schedule. Detailed technology information should not be repeated in the Preliminary Plan.

If the Proposer currently provides the Services to the SFMTA, it shall describe how it will transition its current operations to the Required Baseline State, including any changes necessary to meet the requirements of the new Agreement. An incumbent Proposer shall respond fully to all applicable submission requirements and shall not assume that Evaluation Panel members are familiar with its current Services or practices. The Proposal must contain sufficient information, on its own, for the Evaluation Panel to evaluate the incumbent Proposer under the criteria stated in this RFP.

The Preliminary Plan will be evaluated under Section V.C.3 and will serve as a foundation for the Detailed Transition and Mobilization Plan required from the highest-ranked Proposer during contract negotiations.

6. Required Base-Service Technology and Technology Integration Plan (up to 4 pages)

Appendix D describes existing SFMTA-owned or operated equipment, hardware, software systems, and resources that the Contractor may access or use when delivering the Services. Using the table below and a brief supporting narrative, address the following:

- a. **Technology and Functions:** Identify the Required Base-Service Technology included in the Baseline Proposal and the users, locations, and Services supported. The technology must support scheduling, dispatch, workforce and assignment verification, geo-fencing, GPS-based patrol tracking and verification, electronic reporting, incident management, supervisor oversight, SOC coordination, Appendix E performance measurement, and invoice validation. Identify any unsupported function and explain how the applicable Baseline Requirement will otherwise be satisfied.

- b. **Implementation and Usability:** Identify included devices, licenses, or subscriptions and explain how the technology will be implemented and integrated by Service Commencement. Address training, usability for intended users, and provision of applicable technology to Subcontractors.
- c. **Availability and Continuity:** Describe system availability and technical support and how Service delivery, reporting, records, and invoice support will continue during technology outages.
- d. **Data and Integration:** For Contractor-provided technology, address data ownership and hosting, cybersecurity, privacy and records compliance, integration with SFMTA-owned or controlled systems, and SFMTA access to Contractor and Subcontractor data and reporting. Identify whether data will be directly exportable or provided by the Contractor, available formats and timing, and any limitations or required assistance.
- e. **Assumptions and SFMTA Support:** Identify material assumptions, dependencies, limitations, and required SFMTA resources, access, coordination, or approvals.

Technology	Functions Supported	Users, Locations, or Services Covered	Included Devices, Licenses, or Subscriptions	Implementation, Training, Support, and Continuity	Required SFMTA Resources or Approvals

Confirm that all Contractor-provided Required Base-Service Technology, including GPS-based patrol tracking and verification, is included in the Overhead and Profit Percentage Markup and will not be separately charged to the SFMTA.

Technology proposed as an Optional Enhancement or as part of an ISDA must be addressed under Section IV.C.8 and Appendix G.

7. Performance Management and Quality Assurance Approach (up to 4 pages, excluding the completed Appendix E table)

Appendix E (Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages) will be incorporated into the Agreement and will serve as a performance management framework.

Complete the applicable Proposer-response columns in Appendix E in accordance with the instructions in Appendix E.

In addition to completing Appendix E, provide a brief narrative response that supplements the Proposer-completed table, identifies any material assumptions necessary to understand the Appendix E responses, and addresses the following:

- a. **Oversight and Compliance Monitoring:** Describe the Proposer’s approach to monitoring staffing, compliance with SFMTA Operating Documents, patrol completion and verification, workforce accountability, invoice support, personnel qualifications, and Subcontractor performance.
- b. **Corrective Action:** Describe procedures for identifying, documenting, escalating, investigating, correcting, and tracking performance deficiencies, including measures to prevent recurrence.
- c. **Use of Performance Information:** Describe how Appendix E results and other available operational data will be used to support contract administration, operational reviews, continuous improvement, security outcomes, Service continuity, and cost control.

If an available off-the-shelf reporting method could meet the purpose of an Appendix E Performance Metric at lower cost than a customized method, identify any requested metric revision in Part 4 in accordance with Section IV.F.

8. Innovative Service Delivery Approaches and Optional Enhancements (up to 4 pages)

Proposers may submit Innovative Service Delivery Approaches and Optional Enhancements consistent with Section II.E. Submission of an ISDA or Optional Enhancement is not required for a Proposal to be responsive. However, this is a scored criterion. Only submitted items will be evaluated, and a Proposer that does not submit an ISDA or Optional Enhancement will receive zero (0) of the 30 available points under Section V.C.6.

Each ISDA or Optional Enhancement must be separately identified and capable of acceptance or rejection without affecting the completeness, responsiveness, or pricing of the Baseline Proposal. An ISDA or Optional Enhancement may not omit, reduce, condition, reclassify, or separately price any Baseline Requirement.

For each ISDA or Optional Enhancement, include a separate table using the format below. Assign each ISDA and Optional Enhancement a unique identifier and use that identifier consistently in the Written Proposal and Appendix G. Do not include prices in the Written Proposal.

Required Information	Proposer Response
ISDA or Optional Enhancement ID:	

Category:	Identify the proposal as an ISDA or Optional Enhancement.
Requirement or Objective Addressed:	Cite the applicable Baseline Requirement in Appendix A or Appendix E performance objective.
Proposed Approach:	For an ISDA, describe the Baseline Proposal approach it would modify and the proposed alternative. For an Optional Enhancement, describe what it supplements and describe the proposed addition.
Anticipated Benefit:	Summarize the anticipated Service-delivery, operational, security, performance, or cost control benefits.
Implementation Requirements and Risks:	Identify key assumptions, risks, mitigation measures, and required SFMTA resources, access, coordination, or approvals.
Technology and Data Practices (if applicable):	Describe the proposed use, locations, data practices, automated analytics or artificial intelligence, and information needed for review under Chapters 19B and 22J.
Pricing:	State whether the item is offered at no additional cost or identify the applicable Appendix G line item. Do not include prices in this table.

All pricing must appear only in Appendix G. A no-additional-cost item may not increase another proposed price, and each separately priced item must appear as a distinct optional line item.

Each ISDA and Optional Enhancement must satisfy the requirements in Section II.E.

The SFMTA reserves the right to accept, reject, partially accept, modify, defer implementation of, or negotiate any ISDA or Optional Enhancement.

The SFMTA will be responsible for determining whether proposed technology or data use is subject to San Francisco Administrative Code Chapter 19B and Chapter 22J and for obtaining any required City approvals. The selected Contractor shall cooperate with the SFMTA in providing technical, operational, data, privacy, security, cost, and other information needed for any required review or approval. No proposed surveillance technology may be implemented without the SFMTA's prior written authorization and completion of applicable City approvals.

9. Firm and Team Experience (up to 6 pages, excluding resumes and organizational chart)

Provide information on the Proposer's background, experience, relevant contracts, and the Proposer's team. Responses should include the following:

- a. **Firm Qualifications:** 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). If the 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 managing and leading similar services.
- b. **Relevant Contracts and References:** Describe not more than four current or completed contracts similar in size, scope, or service requirements to this RFP. At least one contract must be with a public agency or involve transportation-related security services.

For each contract, provide:

- 1. Client name and reference contact information;
- 2. Contract term and contract value or annual budget;
- 3. Services provided; and
- 4. Relevance to the Services described in Appendix A.

Include relevant contract experience for each JV partner or subcontractor that will perform a material portion of the Services. The information provided must demonstrate a minimum of five years of direct experience providing armed and unarmed security guard services as detailed in Section III, MQ1.

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 is incorrect for the purposes of verifying project experience, the Proposal may be deemed non-responsive.

- c. **Key Personnel:** Identify the proposed Key Personnel (e.g., the Project Manager, Account Manager, Operations Manager, Security Operations Center Lead, and Training Manager). If these titles are not used, at a minimum, identify the Key Personnel responsible for training, licensing and permit compliance, field supervision, quality assurance, staffing, technology/workforce verification, and contract administration. Additionally, describe how the Proposer and its subcontractors have sufficient management and supervisory personnel to perform the Services described in this RFP and Appendix A.
- d. **Key Personnel Commitment and Continuity:** Confirm that the proposed Key Personnel will be available at contract startup and will perform their assigned roles. Describe how the Proposer will maintain continuity and manage personnel changes without disrupting the Services. Key Personnel shall not be substituted or reassigned without the SFMTA's prior written approval.
- e. **Résumés and Organizational Chart:** Provide brief resumes for Key Personnel and an organizational chart showing the Proposer's management structure, reporting lines, Subcontractor relationships, and available regional or corporate

support. Resumes and the organizational chart will not count against the page limit.

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

Submit completed and signed forms listed in RFP Appendix J, CMD Attachment 3: “Requirements for General Services Contracts for Contracts equal or greater than 50% of the Threshold Amount and that are Advertised on or after November 1, 2025,” to document compliance with the LBE requirements described in Section IX.R of this RFP.

E. Part 3 – Fee Proposal

Proposers shall submit a completed Appendix G (Fee Proposal Form) as a separate Excel Workbook.

The Fee Proposal must provide sufficient information for the SFMTA to compare the scored components consistently and support negotiation of final contract pricing with the highest-ranked Proposer. For reference, Proposers may review the current service-level, staffing, classification, schedule, prevailing wage, collective bargaining agreement, employee-retention information, and contract information provided in Appendix H and its sub-appendices.

Information in Appendix H is solely background information. Incumbent contractor billing rates, estimated yearly costs, and contract not-to-exceed amounts are not required pricing, minimum pricing, or SFMTA-approved benchmarks. Each Proposer is responsible for independently developing its Fee Proposal based on applicable labor requirements and its own overhead, profit, technology, reporting, and service-delivery assumptions.

1. Fee Proposal Structure

The Fee Proposal must separately identify the components below. Only the two components expressly identified below as SCORED will receive points as part of the Fee Proposal evaluation. All other required pricing information will be used for pricing transparency and contract negotiations but will not receive points:

- a. **Overhead and Profit Percentage Markup (SCORED):** Identify the proposed combined overhead and profit percentage markup for each contract year and each option year.

The markup must not include the hourly wage rate or required benefits paid to Security Guard employees.

The percentage markup must include all overhead, profit, contract management, scheduling, dispatch administration, payroll administration, invoice preparation, quality assurance administration, corporate support, vehicle costs, parking costs, Required Base-Service Technology, reporting tools, and data systems, including GPS-based patrol tracking and verification, and other non-labor costs.

The Total Average Overhead and Profit Percentage Markup will be scored. For this RFP, the Total Average is the arithmetic mean of the proposed percentage markups for all contract years and option years, as calculated in Appendix G.

- b. **Required Base-Service Technology, Reporting Tools, and Data Systems (Not Scored):** Identify the Required Base-Service Technology, reporting tools, platforms, devices, systems, licenses, data sources, or related maintenance, training, and support included in the Baseline Proposal. Proposers should review Appendix D for existing SFMTA-owned or SFMTA-operated equipment, hardware, software, systems, and resources.

In Appendix G, identify the proposed technology or platform supporting each required technology function and provide the requested information, including the functions supported, users or Services covered, included devices, licenses, or subscriptions, implementation requirements, required SFMTA resources or access, and the estimated one-time implementation and annual recurring costs attributable in 2027 dollars.

A single technology or platform may support more than one function. Proposers shall not duplicate the cost of the same technology or platform across multiple lines in Appendix G.

The itemized costs are requested for pricing transparency, consistency with the Written Proposal, and contract negotiations and will not be scored separately.

Required Base-Service Technology costs must be included in the Overhead and Profit Percentage Markup and may not be separately charged to the SFMTA.

- c. **Innovative Service Delivery Approaches and Optional Enhancements (SCORED):** The Fee Proposal shall include all costs necessary to satisfy the Baseline Requirements without reliance on an ISDA or Optional Enhancement.

For each ISDA or Optional Enhancement submitted under Section IV.C.8, complete a corresponding row in the ISDAs and Enhancements tab of Appendix G using the same unique identifier.

Identify the five-year total cost and five-year savings or avoided costs in 2027 dollars for Contract Years 1 through 3 and Option Years 1 and 2. Briefly describe the basis for these amounts, when the costs and savings are expected to occur and any material assumptions or SFMTA resources required.

Appendix G will calculate the Five-Year Net Financial Benefit as five-year savings or avoided costs minus five-year total cost.

Use of the five-year evaluation period does not obligate the SFMTA to exercise an option or implement an ISDA or Optional Enhancement. Baseline Requirements may not be shifted to or repriced as ISDAs or Optional

Enhancements, and no cost may be recovered through more than one pricing category.

Each submitted ISDA or Optional Enhancement, whether offered at no additional cost or separately priced, will be evaluated for cost transparency and net financial benefit under Section V.C.8.b.

- d. **Transition and Mobilization (Not Scored):** Separately price transition and mobilization costs, including employee retention and transition, onboarding, initial training, uniforms, equipment, licensing, badging, background checks, drug and alcohol testing, system setup, and technology configuration.

Transition and Mobilization pricing must include all costs to develop, finalize, and implement the Detailed Transition and Mobilization Plan (see Section V.E). Payment for the development of the Detailed Transition and Mobilization Plan will be made only under the executed Agreement and its terms.

Transition and Mobilization costs will not be scored, but the SFMTA may consider these items during contract negotiations. Proposers may not recover the same cost through more than one pricing category.

2. Labor, Pricing, and Service Delivery Assumptions

Identify all assumptions regarding prevailing wage rates, collective bargaining agreement obligations, employee retention requirements, overtime, holiday pay, relief coverage, health and welfare contributions, vacation or seniority-based benefits, and any other labor-related costs.

Proposers are responsible for preparing Fee Proposals that comply with all applicable wage, benefit, overtime, holiday, health and welfare, employee retention, collective bargaining agreement, and other labor requirements applicable to the Services.

The SFMTA will pay only for Services that are authorized by the SFMTA, actually performed by Qualified Personnel and documented by required records in a searchable digital format acceptable to the SFMTA.

For fair comparison purposes, all proposed pricing shall reflect 2027 pricing. Rate Adjustments during the term of the Agreement will be governed by Section 3.3.2 of the Agreement (see Appendix F).

3. Price Discrepancies

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

4. Price Lists

If a Fee 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 4 – Contract Terms and Performance Metric Negotiation Requests

Proposer must acknowledge that it is willing and able to meet all of the SFMTA's proposed terms and conditions as outlined in Appendix F (Sample Agreement for Professional Services) and the SFMTA Performance Requirements and Performance Metrics in Appendix E, except for requests for modifications expressly identified in this Part 4 as provided below.

The SFMTA-established Performance Requirements in Appendix E are mandatory and are not subject to negotiation.

1. SFMTA's Contract Terms Negotiation Requests

If a Proposer is unable to accept SFMTA's terms and conditions substantially in the form presented in Appendix F, the Proposer shall include a revised copy of the Proposed Agreement with its Proposal. The revised copy of the Agreement must:

- a. Clearly mark each provision to which the Proposer objects;
- b. Set forth the Proposer's proposed alternative terms for each such provision; and
- c. 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 a Proposer that requests changes to Appendix F shall not be deemed as acceptance of the Proposer's proposed changes.

2. Performance Metric Modification Requests

A Proposer requesting a change to an SFMTA-established Performance Metric must present each requested change in a separate table in Part 4 of its Proposal titled "Appendix E Negotiation Requests." Each requested change must include:

- a. The applicable Appendix E Performance Metric;
- b. The existing language;
- c. The proposed revision to the language;
- d. The reason for the request, such as, for example, including whether an available off-the-shelf reporting tool could meet the purpose of the metric and reporting requirement at lower cost than a customized tool; and
- e. Any effect on the Services, performance measurement, price, or risk.

Responses entered in the designated Proposer-response columns of Appendix E do not require a separate Part 4 request unless they would revise an SFMTA-established Performance Metric. Clarification questions should be submitted under Section VI.B before the Proposal due date whenever practicable.

3. Consideration of Requested Changes

Requested changes to Appendix F or an SFMTA-established Performance Metric in Appendix E will not be scored or evaluated by the Evaluation Panel. During contract negotiations, the SFMTA may consider the nature and extent of the highest-ranked Proposer's requested changes in determining whether a satisfactory Agreement can be reached.

The Baseline Proposal and Fee Proposal must assume that the SFMTA has not accepted any requested change. If acceptance of a requested change would affect the Fee Proposal, the Proposer shall clearly identify the potential pricing effect in Part 4.

V. Evaluation and Selection Criteria

A. Initial Screening

SFMTA staff will first review each Proposal for responsiveness. Elements reviewed will include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, compliance with LBE requirements, and responsiveness to the material terms and conditions in Appendix F.

The SFMTA will not score Proposals during the responsiveness 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 will consist of these phases with the following allocation of points:

Evaluation Phase	Maximum Points
Phase 1 - Written and Fee Proposal Evaluation	290
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	190
Completeness and Organization of Proposal Submission	10
Project Approach	50
Preliminary Transition and Mobilization Plan	10
Required Base-Service Technology and Technology Integration Plan	30
Performance Management and Quality Assurance Approach	30
Innovative Service Delivery Approaches and Optional Enhancements	30
Firm and Team Experience	30
Fee Proposal	100
Total Average Overhead and Profit Percentage Markup	70
Financial Evaluation of Innovative Service Delivery Approaches and Optional Enhancements	30

Evaluation Phase	Maximum Points
Phase 2 - Supplemental Evaluation (if conducted)	100
TOTAL (without Phase 2)	290
TOTAL (with Phase 2)	390

The final phase of the evaluation will be contract negotiations with the highest-ranked Proposer. During negotiations, elements of the Proposal may be refined or modified, and the SFMTA will consider the results of those negotiations in making its final selection.

The SFMTA intends to award a contract to the Proposer it determines offers 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 the Written Proposals, Fee Proposals, and the Supplemental Evaluations (if conducted), the SFMTA will also consider the results of contract negotiations in the final award decision. 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 with expertise in security operations, law enforcement, transit operations, facility operations, contract management, or related areas will evaluate Written 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 (50 points)

The extent to which the Project Approach:

- a. **Service Delivery Model:** Describes a clear, practical, and appropriately scaled baseline service-delivery model that reflects the SFMTA's operating environment, security needs, and operational constraints, and is responsive to the Procurement Objectives in Section I.B and the Services and Contractor Responsibilities in Appendix A.
- b. **Staffing:** Presents a coherent and practicable plan for (i) staffing, deployment, supervision, and personnel support; (ii) training and qualifications; (iii) personnel-level equipment; (iv) customer service, incident response (including de-escalation methods), and other public-facing interactions; and (v) development and maintenance of the required Staffing, Personnel Qualification, Training, and Deployment Plan.

- c. **Operational Coordination:** Presents a clear and workable approach to establishing and maintaining a collaborative, responsive, and transparent working relationship with the SFMTA and coordinating effectively with the identified SFMTA, law-enforcement, emergency-response, and other operational partners.
- d. **Administration and Continuous Improvement:** Presents an effective approach to (i) workforce accountability, (ii) trend and risk analysis, (iii) operational reviews, (iv) reporting, (v) records management, (vi) invoice preparation and support, (vii) continuous improvement, and (viii) cost control.

The Evaluation Panel will evaluate the Baseline Proposal without assuming SFMTA acceptance of an ISDA or Optional Enhancement. ISDAs and Optional Enhancements will be evaluated separately under Section V.C.6 and may not be used to cure a deficiency in the Baseline Proposal.

3. Preliminary Transition and Mobilization Plan (10 points)

The extent to which the Preliminary Transition and Mobilization Plan presents a clear and realistically achievable approach to transitioning from the Current Operating Environment to the Required Baseline State while maintaining uninterrupted Service coverage, including: (a) the proposed schedule, milestones, responsibilities, dependencies, risks, mitigation measures, and achievement of Baseline Establishment within 60 calendar days after Service Commencement; (b) staffing and employee retention; (c) administrative and compliance readiness; (d) training, equipment, reporting, system access, and coordination of the technology implementation milestones and dependencies identified under Section IV.C.6; and (e) coordination with the SFMTA and any outgoing contractor.

4. Required Base-Service Technology and Technology Integration Plan (30 points)

The extent to which the Required Base-Service Technology and Technology Integration Plan:

- a. **Technology and Operational Use:** Presents a complete, practical, and user-friendly technology package that supports the required functions, users, locations, and Services and works effectively with available SFMTA resources.
- b. **Implementation, Support, and Continuity:** Provides a feasible plan for timely implementation, integration, training, Subcontractor access, technical support, system availability, and continuity during outages, while clearly identifying assumptions, dependencies, limitations, and required SFMTA support.
- c. **Data and Integration:** Adequately addresses data ownership and hosting, cybersecurity, privacy and records compliance, integration with SFMTA systems, and SFMTA access to and export of Contractor and Subcontractor data and reports.

5. Performance Management and Quality Assurance Approach (30 points)

The extent to which the Performance Management and Quality Assurance Approach:

- a. **Performance Measurement and Source Data:** Identifies clear and reliable measurement tools and data sources that support accurate, complete, accessible, and auditable measurement of the Appendix E Performance Metrics.
- b. **Thresholds, Credits or Incentives, and Liquidated Damages:** Provides coherent, complete, and administrable responses to the applicable Appendix E fields supported by a reasonable basis for any proposed thresholds, measurement periods, documentation requirements, credits or incentives, Liquidated Damages, and calculation methods.
- c. **Oversight and Compliance Monitoring:** Describes a clear and workable system for monitoring staffing, SFMTA Operating Document compliance, patrol completion, workforce accountability, invoice support, personnel qualifications, Subcontractor performance, inspections, and supervisor audits.
- d. **Performance Deficiencies and Corrective Action:** Presents a clear, structured, and realistically achievable process for identifying, documenting, escalating, investigating, correcting, tracking, and preventing recurring performance deficiencies.
- e. **Use of Performance Information:** Demonstrates a clear and realistically achievable method for using Appendix E results and operational data to support contract administration, operational reviews, continuous improvement, security outcomes, Service continuity, and cost control.

6. Innovative Service Delivery Approaches and Optional Enhancements (30 points)

The Evaluation Panel will score only ISDAs and Optional Enhancements submitted under Section IV.C.8. A Proposer that submits neither will receive zero (0) points under this criterion. The Baseline Proposal must remain fully responsive and fully priced without SFMTA acceptance of an ISDA or Optional Enhancement. This Section evaluates operational and technical merit; pricing and financial value are evaluated under Section V.C.8.b.

In evaluating each ISDA or Optional Enhancement, the Evaluation Panel will consider the extent to which it:

- a. **Baseline Relationship:** Identifies the applicable Baseline Requirement or performance objective and its relationship to the Baseline Proposal.
- b. **Innovation and Benefit:** Explains how the proposed innovative method or addition may improve Service delivery, accountability, cost control, operational flexibility, or security outcomes.

- c. **Implementation and Risk:** Identifies implementation assumptions, risks, mitigation measures, and required SFMTA resources, access, coordination, or approvals.
- d. **Technology and Data Practices (if applicable):** Describes applicable technology and data practices sufficiently for the SFMTA to assess implementation feasibility and potential Chapter 19B and Chapter 22J requirements and required SFMTA reviews or approvals.
- e. **Pricing:** States whether the ISDA or Optional Enhancement would be provided at no additional cost or separately priced in Appendix G and does not restate, reclassify, or separately price a Baseline Requirement.

7. Firm and Team Experience (30 points)

The extent to which the firm and team experience:

- a. **Firm Qualifications:** Demonstrates the Proposer's relevant qualifications, experience and capabilities, including Subcontractor and JV partner roles and experience in managing similar services.
- b. **Relevant Contracts and References:** Demonstrates experience performing contracts similar in size, scope, or service requirements to this RFP, including at least one contract with a public agency or involving transportation-related security services.

Provides sufficient information to verify the services performed, contract term and value, relevance to Appendix A, and the experience required by Section III, MQ1.

- c. **Key Personnel:** Identifies qualified Key Personnel and demonstrates that the proposed team, including subcontractors, has relevant experience and qualifications necessary to perform and oversee the required Services.
- d. **Key Personnel Commitment and Continuity:** Confirms that proposed Key Personnel will be available at contract startup and presents an approach to maintaining continuity and managing personnel changes without disrupting the Services.
- e. **Résumés and Organizational Chart:** Provides clear résumés and an organizational chart that accurately depicts management structure, reporting lines, subcontractor relationships, and available regional or corporate support.

SFMTA staff may conduct reference checks at any stage of the evaluation process, whether or not a Supplemental Evaluation is conducted. Reference checks will be discretionary and will not be separately scored. The SFMTA may use relevant findings to assess responsibility, request clarification, determine whether to place a Proposer on the short list for the Supplemental Evaluation, or inform contract negotiations.

8. Fee Proposal (100 points)

The SFMTA will evaluate the two scored Fee Proposal components described below.

a. Total Average Overhead and Profit Percentage Markup (70 points)

SFMTA staff will evaluate the Proposer's Total Average Overhead and Profit Percentage Markup calculated in Appendix G.

The markup must not include the hourly wage rate or required benefits paid to Security Guard employees. The markup must include all overhead, profit, contract management, scheduling, dispatch administration, payroll administration, invoice preparation, quality assurance administration, corporate support, vehicle costs, parking costs, Required Base-Service Technology and reporting tools, and other non-labor costs not separately authorized by the SFMTA.

The Fee Proposal with the lowest Total Average Overhead and Profit Percentage Markup will receive the maximum 70 points for this subcategory. Each of the other Proposer's Fee Proposals will be scored by dividing the lowest Total Average Overhead and Profit Percentage Markup by each Proposer's respective Total Average Overhead and Profit Percentage Markup and then multiplied by 70.

See the following illustration as an example for assessing the Fee Proposals:

Proposer	Proposed Total Average Overhead and Profit Percentage Markup	Calculation of Points	Points Assigned
Proposer A	10%	Full 70 points	70
Proposer B	15%	10 divided by 15 multiplied by 70	46.67
Proposer C	17%	10 divided by 17 multiplied by 70	41.18
Proposer D	20%	10 divided by 20 multiplied by 70	35

b. Financial Evaluation of Innovative Service Delivery Approaches and Optional Enhancements (30 points)

SFMTA staff will evaluate the financial information submitted in Appendix G for each ISDA and Optional Enhancement to determine its financial value over the five-year evaluation period.

Operational and technical merit will be evaluated under Section V.C.6 and will not be rescored under this component. Baseline Requirements, including Required Base-Service Technology, are part of the Baseline Proposal and will not be evaluated or priced as ISDAs or Optional Enhancements under this criterion. A Proposer that submits neither an ISDA nor an Optional Enhancement will receive zero (0) points under this Section V.C.8.b.

The financial evaluation will consider:

- i. The estimated five-year total cost.
- ii. The estimated five-year savings or avoided costs and resulting net financial benefit.
- iii. The reasonableness and credibility of the assumptions, timing, required SFMTA resources, and basis supporting the estimated costs and savings.
- iv. Whether the proposal provides clear and transparent pricing and avoids duplicate costs, hidden costs, unsupported savings assumptions, or unidentified SFMTA resource needs.

SFMTA staff will assess all of a Proposer's ISDAs and Optional Enhancements collectively. No financial value will be attributed to an item for which net financial benefit cannot reasonably be determined. Higher scores will reflect greater credible net financial benefit to the SFMTA. Scoring will reflect financial value, not the number of ISDAs or Optional Enhancements submitted.

9. Phase 2 - Supplemental Evaluation of Short-Listed Proposers (100 points, if conducted)

After completing the Phase 1 evaluation, the SFMTA may invite a short list of Proposers to a Phase 2 evaluation. A Proposer may be invited only if its Phase 1 score, plus the 100 points available in Phase 2, could equal or exceed the highest Phase 1 score.

Phase 2 will supplement the Phase 1 evaluation by assessing how each short-listed Proposer would apply its proposed approach, personnel, technology, and methods to the Services.

The SFMTA may check references for short-listed Proposers before issuing invitations. Reference checks will not be scored. The SFMTA may seek clarification and may exclude a Proposer only if the results support a non-responsibility finding or show that material Proposal information cannot be verified.

If conducted, Phase 2 may include:

- a. **Supplemental Written Response:** A written response to standard questions, requests for supplemental information, or follow-up questions specific to individual Written Proposals.
- b. **Structured Oral Interview:** A brief overview of the Proposal submission and standard questions concerning the supplemental written response and follow-up questions. The SFMTA may require identified Key Personnel to attend and respond directly to questions concerning their proposed roles and responsibilities.
- c. **Technology Demonstration:** A demonstration of the technology tools, systems, platforms, reporting capabilities, and related functionality identified in the

Proposal, including technology associated with an ISDA or Optional Enhancement. Technology demonstrated must be consistent with the technology identified in the Proposal.

The SFMTA will provide short-listed Proposers with the same core instructions, response limitations, standard questions, technology demonstration requirements, and evaluation time, as applicable. Proposal-specific questions may address matters unique to an individual Proposal.

A Proposer may not use the Phase 2 evaluation to revise its Written or Fee Proposals, substitute proposed technology, introduce a new ISDA or Optional Enhancement, change proposed Key Personnel, or change other material requirements.

Each member of the Evaluation Panel will separately evaluate and score the Phase 2 evaluation based on overall considerations including operational, technological, and financial feasibility; performance management and accountability; technology functionality, integration, and usability; and quality assurance and continuous improvement practices.

The SFMTA may require written confirmation of any material representation or commitment made during Phase 2.

If Phase 2 is conducted, the SFMTA will combine each short-listed Proposer's Phase 1 and Phase 2 scores to determine the highest-ranked Proposer. **The SFMTA reserves the right not to conduct Phase 2 and to select a firm based on the Phase 1 scores only.**

D. Reserved. (Application of LBE Bid Discount/Rating Bonus)

E. Contract Negotiations

The highest-ranked Proposer based on the applicable Phase 1 and Phase 2 scores will be invited to contract negotiations. Negotiations will not change the Evaluation Panel's scores or the initial ranking, and an invitation to negotiate does not constitute acceptance of the Proposal or requested Agreement changes.

The SFMTA may negotiate any element of the highest-ranked Proposal, including the Fee Proposal, ISDAs, Optional Enhancements, technology tools, Service-delivery assumptions, implementation schedule, performance management terms, Agreement terms, staffing assumptions, reporting requirements, and any other matter necessary to meet the needs of the City and the SFMTA. Negotiations may refine the Proposal but may not materially change the scope of the solicitation or the basis on which the Proposals were evaluated.

Detailed Transition and Mobilization Plan: By the date specified by the SFMTA, the highest-ranked Proposer shall prepare and submit a Detailed Transition and Mobilization Plan for SFMTA review as part of contract negotiations. The Detailed Plan shall be consistent with commitments in the Proposal and shall incorporate applicable SFMTA direction and information developed or confirmed during negotiations.

If the SFMTA and the highest-ranked Proposer cannot agree on an acceptable Detailed Transition and Mobilization Plan or other satisfactory contract terms within 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 and LBE requirements 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: Carlos.Peza@sfmta.com.

Proposers are further encouraged to provide the following information to Carlos.Peza@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 will be required to furnish evidence of insurance as outlined in Appendix F, Sample Agreement for Professional Services, Article 5 (Insurance and Indemnity).

B. Reserved. (Proposal Bond)

C. Performance and Payment Bond

The successful Proposer will be required to furnish a performance and payment bond on the form furnished by the SFMTA, in a sum of not less than 10 percent of the annual amount of the contract to guarantee the faithful performance of this contract, and payment of labor, materials, supplies, and equipment used in the performance of the Agreement. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.

D. Fidelity Bond or Crime Policy

An awarded Proposer shall maintain throughout the term of this contract, at no expense to the SFMTA, a scheduled fidelity bond covering each employee who performs tasks relating to SFMTA Revenue Collections and Sales in an amount of not less than \$50,000 per covered employee or a Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$100,000. The policy or bond shall include the SFMTA as additional obligee or loss payee as its interest may appear.

E. Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within 10 Days of Award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to the SFMTA. If the Proposer fails or refuses to furnish the required bond and/or 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 and the SFMTA shall notify the Proposer's surety and collect on the Proposal bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the SFMTA as partial liquidated damages for failure of such Proposer to properly file the required bonds and insurance. 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 27001 Certification:** Copy of ISO 27001 Certification.

The above reports may be requested at such time as 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-2026-47-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 K) 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 highest-ranked Proposer 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 SFMTA

The issuance of this RFP does not constitute an agreement by the SFMTA that a contract will be awarded or executed by the SFMTA. The SFMTA 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 and Good Faith Outreach requirements of Chapter 14B of the San Francisco Administrative Code shall apply to this RFP.

Proposals which fail to comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD Attachment 3, and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Proposers should note that the LBE subcontracting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

a. LBE Subcontracting Participation Requirement

The LBE subcontracting participation requirement is 20% of the total value of services to be procured and can only be met with Micro-LBE and/or Small-LBE firms certified by the San Francisco Contract Monitoring Division (CMD).

LBEs identified as subcontractors must be certified by CMD in the Scope of Services that the prime Proposer is listing the LBE subcontractor to perform in order to receive LBE participation credit. It is the Proposer’s responsibility to verify each LBE subcontractor’s certification status, which can be done at the following link: <https://sfgov.org/cmd>. LBEs must be certified on the Proposal due date to receive LBE participation credit and must be contacted by the Proposer prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph may be deemed non-responsive.

Proposer shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal.

Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs

nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontracting work on this Project is as follows:

Small/Micro-LBE subcontractor participation breakdown:

MBE: 13.8%
WBE: 6.2%
OBE: 0.0%

The City only has the MBE, WBE, and OBE breakdown for the combined Small and Micro-LBEs. The City currently does not have MBE, WBE, and OBE breakdown for each separate size category (Micro, Small, and SBA-LBEs).

Proposer shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and in CMD Attachment 3. Please read CMD Attachment 3 carefully and in its entirety.

b. Documentation of Good Faith Efforts

In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8, 14B.9, Chapter 14B's Rules and Regulations and CMD Attachment 3, Requirements for General Services Contracts.

Please refer to Part IV and CMD Form 2B for details. Pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds the established LBE subcontracting participation requirement(s) by 35% (Approach A), the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts (Approach B: Inclusion of Micro-LBE or Approach C: Good Faith Negotiations). Under Approach A, the total amount of LBE participation must equal or exceed 27% (this percentage is the sum of the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).

2. Reserved. (LBE Prime/JV Participation and Ratings Bonuses)

3. CMD Forms

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

- a. CMD Form 2A: CMD Contract Participation Form
- b. CMD Form 2B: "Good Faith Efforts" Requirements Form. If a contractor's proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Contract by at least 35%, the Bidder is excused from conducting or documenting its good faith efforts.
- c. CMD Form 3: CMD Compliance Affidavit

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 (415) 646-2295 or mindy.lee@sfmta.com.

5. LBE Payment and Utilization Tracking

An awarded Proposer shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). 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 F, 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 Chapter 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

1998 (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 F, 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 Article 121 and the Health Commission's minimum standards are 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 F, 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 F, 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 and Employee Retention

Contractor and its subcontractors shall provide prevailing wages and benefits and transitional employment and retention for the prior contractor's Security Guard employees as required by San Francisco Labor and Employment Code, including Section 102.11, and Article 109.

The Code Sections may be reviewed at

http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&v id=amlegal:sanfrancisco_ca

For reference, see Appendix H for prevailing wage and related information for Security Guard Service Employees under the current Collective Bargaining Agreement between Security Employers and Service Employees International Union, United Services Workers West.

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 F, 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 RFP Terms

As provided in Section IX.D, 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, submit a written Notice of Protest 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.

B. Protest of Non-Responsiveness Determination

Within three (3) 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 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 of a contract pending the resolution of any Protest.

C. Protest of Non-Responsibility Determination

Within three (3) 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 (3rd) 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 of a contract pending the resolution of any Protest.

D. Protest of Contract Award

Within five (5) 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.

E. 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 Contracts 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

Scope of Services

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

Non-Disclosure Agreement

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

SFMTA Current Facilities and Function Information

Appendix C is a separate file and will be provided upon receipt of the completed Appendix B (Non-Disclosure Agreement).

Appendix D

SFMTA-Owned or SFMTA-Operated Security Equipment, Hardware, Software, Systems, and Resources

Appendix D is a separate file and will be provided upon receipt of the completed Appendix B (Non-Disclosure Agreement).

Appendix E

Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages

Appendix E 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 F

Sample Agreement for Professional Services (Form P-600)

Appendix F 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 G

Fee Proposal Form

Appendix G 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 H

Prevailing Wage and Related Information for Employees under Agreement No. SFMTA-2018-48: Armed and Unarmed Security Guard Services

Appendix H 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 H-3 is a separate file and will be provided upon receipt of the completed Appendix B (Non-Disclosure Agreement).

Appendix I

SFMTA Model Post Orders and Standard Operating Procedures

Appendix I is a separate file and will be provided upon receipt of the completed Appendix B (Non-Disclosure Agreement).

Appendix I is provided for proposal-preparation purposes only. Post Orders and other SFMTA Operating Documents may be revised, replaced, supplemented, or withdrawn by the SFMTA during the term of the Agreement. Proposers shall not treat Appendix I as limiting the SFMTA's right to modify Sites, posts, assignments, patrols, functions, staffing levels, coverage requirements, reporting requirements, or other operational requirements.

Appendix J

City and County of San Francisco Contract Monitoring Division CMD Attachment 3

Requirements for General Services Contracts for Contracts equal or greater than 50% of the Threshold Amount and that are Advertised on or after November 1, 2025.

Appendix J 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 K

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-2026-47-LOC: Security Services**

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 L

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 statutes 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 L 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 M

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 N

Sample Performance Bond

Appendix N 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 A Scope of Services

I. Purpose, Operating Environment, and Service Delivery Framework

A. Purpose

This Scope of Services (Scope) describes the Guard Service Delivery, Non-Guard Support Functions, and Supervision, Administration, and Management Services Contractor shall provide to support SFMTA operations under the Agreement. It establishes the Required Baseline State, including the Services, Contractor Responsibilities, operating requirements, operational plans, and Deliverables. Capitalized terms used but not defined in this Scope have the meanings stated in Article 1 of the Agreement.

Contractor shall provide trained and qualified armed and unarmed Guards, supervisors, management personnel, Security Operations Center (SOC) coordination and support, Revenue Collection Security Support, Non-Guard Support Functions, technology, equipment, Records, and other resources necessary to perform the Services.

The SFMTA may deploy the Services at different Sites or for different functions as operational needs change, as further described below.

B. SFMTA Operating Environment

The SFMTA manages a large, multimodal transportation system and employs a diverse workforce of approximately 6,000 employees. The SFMTA owns, occupies, or operates more than 400 facilities, including bus yards, rail yards, maintenance yards, subway stations, trade shops, and related facilities. The SFMTA's operating environment includes seven bus yards, three rail yards including the Cable Car Barn, 12 subway stations within the Market Street Subway and Central Subway, and seven tunnels with intrusion detection software.

The SFMTA maintains a SOC staffed by SFMTA and Contractor personnel, directed by the SFMTA, with access to SFMTA video systems, including approximately 13,000 cameras on revenue fleet vehicles and 2,500 stationary video cameras located throughout SFMTA facilities and operations.

The operating environment, including the Sites, systems, and operational conditions described above, may change during the term of the Agreement.

C. SFMTA Direction and Service Flexibility

The SFMTA will determine which Services are required at particular Sites or for particular functions and will communicate those Services through applicable SFMTA Operating Documents in accordance with Section 4.4 of the Agreement. Contractor shall perform those Services in accordance with the Agreement, including this Scope and the Performance Metrics Appendix, and SFMTA Operating Documents.

The SFMTA may modify the deployment of Services through applicable SFMTA Operating Documents or other written SFMTA direction during the term of the Agreement. Contractor shall implement such modifications as required. When immediate action is necessary in response to a specific incident, emergency, or condition, Contractor shall comply with oral or written direction from the SFMTA.

When no applicable SFMTA Operating Document specifies a staffing or deployment model for a particular operational need, Contractor shall provide the staffing, supervision, technology tools, patrols, management support, and other resources necessary to perform the required Services and satisfy the requirements of the Agreement, including this Scope and the Performance Metrics Appendix.

The SFMTA may perform Non-Guard Support Functions using SFMTA staff, other City personnel, SFMTA or City technology, or other SFMTA-directed resources. The Agreement does not guarantee any minimum level of Services, Sites, hours, service volume, assignments, or work volume except as stated in the Agreement. Contractor shall cooperate with resulting changes to Non-Guard Support Functions, technology, reporting, Records, or resources, and shall continue to provide all Services required under applicable SFMTA Operating Documents unless the SFMTA directs otherwise in writing.

D. SFMTA Operating Documents

Under the Agreement, SFMTA Operating Documents will establish operating requirements for the Services and may include Post Orders, Standard Operating Procedures, SFMTA-approved operational plans, procedures, and written instructions. Post Orders provide Site-, post-, patrol-, function-, or assignment-specific instructions.

RFP Appendix I includes model Post Orders and Standard Operating Procedures for proposal preparation purposes. These samples will not become operative under the Agreement unless the SFMTA designates them as applicable SFMTA Operating Documents. Contractor personnel assigned to the applicable Site, post, function, or assignment shall follow applicable SFMTA Operating Documents.

Contractor may recommend revisions to SFMTA Operating Documents that are necessary to provide the Services under this Agreement, and shall prepare or revise the SFMTA Operating Documents for SFMTA review. At the SFMTA's request, Contractor shall draft or update SFMTA Operating Documents. The SFMTA will review and approve the SFMTA Operating Documents in accordance with the provisions of Section 4.4 of the Agreement. The SFMTA may revise, replace, supplement, or withdraw SFMTA Operating Documents during the term of the Agreement. Contractor shall implement and comply with applicable SFMTA Operating Documents, including distributing current versions to affected personnel; providing required training; removing superseded versions from operational use; and maintaining version-control and training Records.

E. Confidential and Security-Sensitive Information

SFMTA Operating Documents, facility information, emergency contacts, access procedures, camera or alarm information, video, alert, notification, incident, security-system information, and other Site-specific or security-related information may contain confidential or security-sensitive information. The SFMTA may provide such materials only to Contractor personnel with a need to know. Contractor shall protect such information in accordance with the Agreement, including this Scope, applicable SFMTA Operating Documents, law and regulations, and SFMTA direction.

F. Relationship to the RFP and the Agreement

During the solicitation process, this Scope shall be read together with the RFP and its appendices. The Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages are included as RFP Appendix E and, upon execution of the Agreement, will be incorporated as Appendix C to the Agreement (Performance Metrics Appendix).

Under the resulting Agreement, this Scope and other incorporated documents shall be interpreted in accordance with the Agreement's order-of-precedence provision.

If this Scope addresses a matter governed by the Agreement, including payment, insurance, indemnity, prevailing wages, bonding, data security, default, or termination, the Agreement controls.

II. Contractor Responsibilities

This Section establishes the Contractor's general operational, management, administrative, and support responsibilities applicable to all Services performed under the Agreement. Contractor shall provide all personnel, supervision, management, equipment, systems, Records, and other resources necessary to perform the Services. Unless expressly stated otherwise, each requirement applies to Services performed by Contractor and its Subcontractors, and Contractor remains fully responsible for Subcontractor compliance and performance.

No.	Main Area	Responsibility	Requirement
1.1	Guard Service Delivery	Facility Security & Access Control	Provide unarmed Guards to perform fixed-post coverage, access control, patrols, alarm response, lock and unlock support, graffiti and vandalism response, situational awareness, incident reporting, emergency response, and other Guard Services required by the SFMTA, as described in SFMTA Post Orders and other applicable SFMTA Operating Documents.
1.2		Subway, Station & Public-Facing Transit Support	Provide subway, station, and public-facing security support, including visible deterrence, patrols, customer and employee assistance, situational awareness, emergency response, incident reporting, and coordination with SFMTA staff, the SOC, Transportation Management Center (TMC), San Francisco Police Department (SFPD), emergency responders, and public-safety partners, as described in SFMTA Post Orders and other applicable SFMTA Operating Documents.
1.3		Revenue Collection Security Support	Provide armed or unarmed Revenue Collection Security Support, as determined by the SFMTA, to protect Revenue Collections personnel, cash, fare media, restricted areas, gates, vehicles, equipment, and related operations. Services may include fixed Guard coverage, escorts, gate and access-control support, alarm and video monitoring, incident documentation, and Special Event Services, as described in applicable SFMTA Operating Documents. Maintain SFMTA-approved controls addressing field supervision, separation of duties, collusion risk, and documentation.
1.4		Emergency, Special Event & Other As-Needed Coverage	Provide Special Event Services, Emergency Services, and As-Needed Services requested by the SFMTA. Services may include additional armed or unarmed Guards, field supervision, or other SFMTA-approved security services. Maintain procedures to support continuity during emergencies, labor shortages, civil disturbances, natural disasters, public-health emergencies, equipment failures, technology failures, in response to facility damage and other disruptions. Promptly notify the SFMTA of any event that materially affects coverage, response, staffing, reporting, or operational readiness.

No.	Main Area	Responsibility	Requirement
2.1	Non-Guard Support Functions	Security Operations Center Coordination & Support	Provide Qualified Personnel to support SFMTA-directed SOC functions, which may include deployment coordination, communications, dispatch coordination, incident investigation and documentation, CCTV viewing, analysis and retrieval, alarm support, security applications, dedicated security email, chat, phone, mass notification, situational-awareness reports, Security Alert Bulletins, trend reports, and coordination with the TMC, SFPD, emergency responders, and public-safety partners.
2.2		Other Non-Guard Operational Support	Provide Qualified Personnel to perform SFMTA-requested operational support functions that do not require assignment as a Guard. Functions may include administrative support, communications coordination, badging and credentialing, Records support, reporting, data review, and other operational functions described in applicable SFMTA Operating Documents.
3.1	Supervision, Administration & Management	General Management & Supervision	Provide on-site and off-site supervision and management necessary to plan, schedule, perform, supervise, and administer Guard Service Delivery and Non-Guard Support Functions. Maintain an SFMTA-approved management contact available for contract administration, operational coordination, meetings, emergencies, and escalation. Manage personnel deployments, reporting, quality control, escalation, and coordination with SFMTA staff. Maintain communication, dispatch, and escalation procedures that support the Services, including response to security notifications in accordance with applicable SFMTA Operating Documents. Provide required SFMTA-approved uniforms, materials and equipment, and branding. Manage approved Subcontractors and ensure their compliance with the Agreement, applicable SFMTA Operating Documents, and SFMTA instruction.
3.2		Staffing, Service Coverage & Personnel Management	Hire, screen, train, pay, supervise, direct, discipline, remove, and replace Contractor and Subcontractor personnel. Provide required staffing levels and Service coverage using Qualified Personnel; manage schedules, assignments, and deployment changes; and maintain backup and relief staffing sufficient to avoid Service interruptions. Maintain reasonable personnel continuity to support Site and account familiarity and Service continuity. Provide advance notice to the SFMTA before removing

No.	Main Area	Responsibility	Requirement
			or reassigning regularly assigned personnel, unless immediate removal (within 30 minutes) is necessary or directed by the SFMTA. Ensure required patrols, rounds, checks, and guard-tour events are completed within SFMTA-required timeframes. Provide required rest and meal breaks and associated relief without compromising required coverage or response capability. Ensure Contractor personnel do not represent themselves as SFMTA employees.
3.3		Training & Professional Standards	Ensure Guards, supervisors, management personnel, and Subcontractor personnel are screened, trained, licensed, certified, equipped, and prepared to perform assigned duties. Training shall include applicable licensing, assignment-specific and SFMTA requirements, SFMTA Operating Document review, customer service, de-escalation, emergency procedures, incident reporting, workplace safety, rail- and roadway-related safety where applicable, technology, and reporting systems. Maintain training materials and completion Records. Ensure personnel are not assigned to duties for which they have not completed required training. Ensure assigned personnel communicate effectively and conduct themselves professionally, and that personnel assigned reporting duties can read, understand, and prepare required reports and Records in English. Additional conduct and communication requirements may be established in applicable SFMTA Operating Documents.
3.4		Licensing, Screening & Personnel Qualifications	Maintain and verify all required licenses, permits, registrations, certifications, authorizations, background checks, including San Francisco Fair Chance Ordinance requirements, driver qualifications, firearm permits, drug and alcohol testing requirements, including applicable requirements under 49 CFR Parts 40 and 655, as amended, and other qualifications required by law, the Agreement, this Scope, applicable SFMTA Operating Documents or the assignment. Maintain current, audit-ready testing and qualification Records for Contractor and Subcontractor personnel and provide supporting documentation upon SFMTA request. Ensure personnel who fail applicable screening or qualification requirements

No.	Main Area	Responsibility	Requirement
			are not assigned to duties and remove or replace personnel who no longer meet those requirements.
3.5		Equipment, Vehicles, Uniforms & SFMTA Resources	Provide, maintain, repair, replace, and support the equipment, vehicles, communication devices, technology tools, reporting systems, uniforms, and other materials required to perform the Services, unless otherwise provided by the SFMTA. Ensure SFMTA-provided resources are only used for authorized purposes, protected from loss or misuse, and returned upon SFMTA request or when no longer required. Maintain an inventory of SFMTA- and Contractor-issued equipment; track its assignment, custody, and condition; report lost, stolen, damaged, or compromised equipment, credentials, or system access to the SFMTA. Ensure Contractor-provided equipment and uniforms are safe, serviceable, assignment-appropriate, compliant with applicable law and licensing requirements, approved by the SFMTA when required, and used in accordance with applicable SFMTA-approved plans.
3.6		Technology, Scheduling, and Workforce Verification	Provide and use SFMTA-approved technology that is intuitive and user-friendly for its intended users and supports staffing, scheduling, deployment, dispatch, timekeeping, attendance, workforce and assignment verification, GPS-based patrol tracking and verification, incident reporting, electronic Daily Activity Reports, supervisor inspections, workforce accountability, performance monitoring, and invoice validation. Contractor-controlled technology shall meet availability, support, outage notification, backup, and restoration requirements, including 24/7 availability where required, as established in the SFMTA-approved Technology Integration Plan. A technology outage does not excuse Contractor from required Service delivery, reporting, Records, or invoice-support obligations. Provide Subcontractors the technology and access necessary to support unified operations, reporting, and equivalent workforce and performance accountability, and ensure Contractor and Subcontractor data and

No.	Main Area	Responsibility	Requirement
			reporting can be consolidated for SFMTA review. Use or integrate with SFMTA-owned or controlled reporting systems when directed by the SFMTA. Identify and comply with applicable data ownership, hosting, access controls, audit logs, encryption, retention, cybersecurity controls, privacy considerations, system-integration requirements, and procedures for returning or destroying City Data at the end of the Agreement. Provide the SFMTA access to, and the ability to obtain or export, required operational data and reports from Contractor-controlled systems in a searchable digital format acceptable to the SFMTA.
3.7		Reporting, Meetings & Operational Data	Provide required reports, operational data, incident documentation, staffing information, and other Records, and attend meetings as required by the SFMTA.
3.8		Monitoring & Documentation	Invoice only for authorized Services actually performed by Qualified Personnel and supported by required documentation and certifications. Maintain complete, accurate, and searchable digital records sufficient to verify delivery of Services, support all invoices, including staffing schedules, timesheets, payroll records, post assignment records, patrol verification records, supervisor inspection records, overtime approvals, Incident Reports, staff qualifications and other documentation requested by the SFMTA for Services provided by the Contractor (whether directly or through Subcontractors), in a searchable digital format acceptable to the SFMTA.
3.9		Risk Analysis & Operational Reviews	Evaluate Incident Reports, operational data, staffing information, patrol information, and other available information to advise the SFMTA on trends or changes in risk arising within the transit system, and opportunities to improve Service delivery or cost control. Provide requested investigation support, information, and operational recommendations, and participate in operational reviews requested by the SFMTA.
3.10		Quality Assurance, Corrective Action & Continuous Improvement	Conduct quality-assurance activities, audits, inspections, and performance monitoring; identify and correct deficiencies; determine causes; document corrective actions; and take measures to prevent repeat deficiencies. Corrective measures may include retraining, reassignment, increased supervision, additional reporting,

No.	Main Area	Responsibility	Requirement
			technology adjustments, staffing changes, personnel replacement, or Subcontractor corrective action. Identify and recommend operational improvements that may improve security outcomes, accountability, cost control, or operational flexibility. Implement SFMTA-approved Innovative Service Delivery Approaches (ISDAs) and Optional Enhancements as directed and support measurement of resulting Service improvements and verified cost savings or avoided costs.
3.11		Compliance	Comply with applicable laws, rules, regulations, policies, procedures, licensing requirements, training requirements, SFMTA Operating Documents, and approved operational plans. Ensure Subcontractors comply with the requirements applicable to their Services, including staffing, supervision, qualifications, insurance, labor, LBE, reporting, Records, invoice support, SFMTA instructions, and corrective action.
3.12		Prevailing Wages and Employee Retention	Pay prevailing wages and comply with employee retention requirements for the prior contractor's Security Guard employees, including requirements set forth in San Francisco Labor and Employment Code Article 102, including Section 102.11, and Article 109, as provided in the Agreement and applicable law.

III. Operational Plans and Deliverables

Contractor shall prepare, submit, implement, maintain and update the operational plans and Deliverables listed below. These Deliverables support Phase 1 transition and readiness under Section IV. Except for the Detailed Transition and Mobilization Plan, the operational plans support ongoing Service delivery after Service commencement. Routine operational reports and other Records required under the Agreement or applicable SFMTA Operating Documents will be addressed in those documents and are not repeated in this Section.

Each Deliverable shall be sufficiently detailed for the SFMTA to evaluate readiness, oversee contract implementation and Service delivery, and verify Contractor performance and compliance. With SFMTA approval, related requirements may be combined within a single Deliverable when doing so supports effective contract administration, performance monitoring, and Service delivery.

The dates below are the SFMTA's required submission schedule for transition planning. Contractor shall plan to meet these dates unless the SFMTA approves a different date in writing, including through the Detailed Transition and Mobilization Plan. Items 2, 3, 4, and 6 support the Staffing & Operational Readiness Review in Section IV; Items 5 and 7 support the Systems & Reporting Readiness Review.

Any Deliverable requiring SFMTA approval must be approved before the applicable activities or Services begin. Contractor shall account for SFMTA review and revision cycles in its transition schedule.

The SFMTA may approve, reject, or require revision or resubmittal of a Deliverable. Contractor shall revise and resubmit a Deliverable within five (5) business days after receiving SFMTA comments or by another date specified by the SFMTA. The SFMTA's review, acceptance, or approval of the Deliverables under this Scope of Services shall not be interpreted to create any duty of care or impose on the SFMTA any responsibility for such Deliverables meeting the requirements of the Agreement, and shall not limit or modify Contractor's warranty and indemnification requirements under the Agreement.

Contractor shall maintain the operational plans in Items 2 through 7 current throughout the term of the Agreement, review each plan at least semiannually, and submit updates within five (5) business days after SFMTA request, unless the SFMTA authorizes a later submission date in writing. Failure to submit or obtain approval of a Deliverable does not postpone Service commencement or any other Contractor obligation unless otherwise authorized in writing by the SFMTA.

Each Deliverable shall address, at a minimum, the elements identified in the Description column below.

Deliverable	Initial Submission	Description
1. Detailed Transition and Mobilization Plan	Final version submitted during contract negotiations by the date specified by the SFMTA. SFMTA approval required before the NTP unless the SFMTA specifies another date.	Contract startup and transition, including: (i) employee retention and transition; incumbent coordination, staffing, and supervision; (ii) licenses, permits, compliance verification, and training; (iii) uniforms, equipment, technology and reporting setup, and system access; (iv) SFMTA Operating Document and Post Order review, communications, and Subcontractors; and (v) continuity of Services and readiness testing. Incorporate the transition stages, milestones, and readiness reviews in Section IV, and describe how these stages will be implemented and tracked, including responsible parties, dependencies, risks, contingencies, and status reporting.
2. Staffing, Personnel Qualification, Training, and Deployment Plan	At least 20 business days before Service commencement. Required qualifications and training must be satisfied before assignment.	Staffing, qualification, training, and deployment of Qualified Personnel, including: (i) staffing requirements, staffing continuity, and vacancy backfill; (ii) screening, licensing, certifications, Guard Cards, firearm permits, and assignment-specific qualifications; (iii) required, assignment-specific, rail- and roadway-related safety, refresher, and annual training, proof of training, documentation, and personnel-file management; and (iv) scheduling and deployment plans, including personnel assignments, relief, fixed-post coverage, patrol services, SOC coordination, other Non-Guard Support Functions, and Revenue Collection Security Support.
3. Supervision, Account, and Subcontractor Management Plan	At least 15 business days before Service commencement.	Management and supervision of the Services and Contractor and Subcontractor performance, including: (i) account management structure, supervisory coverage, 24-hour contacts, dispatch and escalation protocols, meeting participation, and schedule coordination; (ii) supervisor responsibilities, service-issue resolution, and corrective-action management; (iii) Subcontractor staffing, supervision, Contractor-controlled technology access and accountability, qualifications, and insurance; and (iv) labor and LBE compliance, payroll and other Records, reporting, invoice support, and compliance with SFMTA instructions.
4. Business Continuity and Emergency Response Plan	At least 15 business days before Service commencement.	Continuity of operations and emergency response, including: (i) backup staffing and supervisory coverage; (ii) communication and escalation procedures; (iii) Special Event Services, As-Needed Services, Emergency Services, and temporary Services; and (iv) coordination with SFMTA emergency procedures and continuity requirements.

Deliverable	Initial Submission	Description
5. Technology Integration Plan	At least 15 business days before Service commencement. Required baseline capabilities must be operational at Service commencement.	Implementation and operation of SFMTA-approved technology for: (i) scheduling and dispatch; (ii) workforce and assignment verification, and patrol verification; (iii) electronic reporting and incident management; (iv) supervisor oversight and performance measurement; and (v) invoice validation. Address usability, and document SFMTA-approved availability, outage notification, support, backup and restoration requirements, Subcontractor access, SFMTA-owned or controlled reporting systems, data ownership, access, and export, cybersecurity, privacy, Records, integration, and required SFMTA access.
6. Quality Control and Corrective Action Plan	At least 15 business days before Service commencement. Required quality-control processes must be operational at Service commencement.	Quality assurance and corrective action, including: (i) audits, inspections, performance monitoring, and SFMTA Operating Document compliance; (ii) patrol and workforce verification; (iii) deficiency identification, escalation, root-cause analysis, corrective action, and tracking; and (iv) measures to prevent repeat deficiencies.
7. Reporting and Records Plan	At least 10 business days before Service commencement. Required reporting must be operational at Service commencement.	Reporting and Records controls, including formats, schedules, systems, data fields, searchability, retention, access, and quality control for: (i) reports and Records; (ii) invoice support and operational data; (iii) Incident Reports, Daily Activity Reports, Guard timesheets, Condition Reports, and staffing variance reports; and (iv) other SFMTA-required documentation. Include templates, submission methods, workflows, deadlines, source data, and invoice-support requirements.

IV. Transition, Mobilization, and Baseline Establishment

Contract implementation will occur in two phases:

- Phase 1 - Mobilization and Baseline Establishment begins on the NTP and continues through the Baseline Establishment Date.
- Phase 2 - Steady-State Operations and Continuous Improvement begins on the Baseline Establishment Date and continues for the remainder of the Agreement.

A. Phase 1: Mobilization and Baseline Establishment

1. Startup Activities

During Phase 1, Contractor shall implement the SFMTA-approved Detailed Transition and Mobilization Plan, maintain uninterrupted required security coverage, and complete the startup, transition, transfer, deployment, and stabilization activities necessary to assume the Services and achieve the Required Baseline State.

Startup activities include:

- a. **Workforce and Operational Readiness:** Employee retention and onboarding; staffing and supervision; licensing and compliance verification; introductions and coordination with key SFMTA executive, Security, operational, and contract-administration personnel; Site visits; and mandatory training.
- b. **SFMTA Operating Documents:** Review applicable Post Orders and other SFMTA Operating Documents; identify and submit any proposed updates for SFMTA approval; distribute SFMTA-approved or current versions to affected personnel; and provide related training.
- c. **Equipment, Systems, and Access Readiness:** Equipment and credential collection, return, issuance, and accountability, as applicable; access and system revocation and activation procedures; equipment and systems familiarization; readiness testing and reviews.
- d. **Implementation and Validation:** Implement and validate the applicable Contractor Responsibilities in Section II and operational plans and Deliverables in Section III; complete readiness reviews; correct identified deficiencies; and coordinate with the SFMTA and any outgoing contractor.

Transition meetings shall begin within three business days after the NTP and occur at least weekly until Baseline Establishment, unless the SFMTA directs otherwise.

Contractor shall identify dependencies and promptly escalate conditions that may affect a transition milestone or uninterrupted Service delivery.

2. Transition Milestones and Readiness

The SFMTA-approved Detailed Transition and Mobilization Plan required by Section III shall govern Phase 1 and establish the detailed schedule, responsibilities, and sequencing. The transition stages below may overlap.

The dates and ranges below are the SFMTA's initial required schedule and control unless the SFMTA approves different dates in writing, including through the Detailed Transition and Mobilization Plan.

Transition Stage/ Milestone	Timing	Requirement
Transition Kick-off	Within 3 business days after NTP	Confirm transition roles and responsibilities, points of contact, initial schedule, dependencies, escalation procedures, and status-reporting procedures under the Detailed Transition and Mobilization Plan.
Pre-Deployment	Days 1-30 after NTP	Review applicable Post Orders and other SFMTA Operating Documents; identify any required updates for SFMTA approval and distribute approved or current versions; verify licensing, qualification, and compliance requirements; complete introductions and coordination with key SFMTA personnel; conduct Site visits; employee-retention and advance staffing, supervision, training, technology, equipment, and access-readiness activities.
Operational Plan Submissions	20 to 10 business days before Service commencement.	Submit Section III operational plans in the following sequence: V. Deliverable 2 (Staffing, Personnel Qualification, Training, and Deployment Plan) at least 20 business days before Service commencement; VI. Deliverables 3 through 6 at least 15 business days before Service commencement; and VII. Deliverable 7 at least 10 business days before Service commencement.
Transfer	Days 15-45 after NTP	Implement the applicable Section III plans; complete mandatory training and employee retention and onboarding; complete equipment and credential collection, return, issuance, and accountability, as applicable; complete access and system revocation and activation; complete equipment and systems familiarization; confirm management, Subcontractor, quality-control, reporting, technology, and business-continuity arrangements; and complete other activities necessary to transfer responsibility for the Services.

Staffing & Operational Readiness Review	At least 10 business days before Service commencement	Using Section III Deliverables 2, 3, 4, and 6, demonstrate readiness for staffing, qualification, training, deployment, supervision, account and Subcontractor management, business continuity and emergency response, and quality control. Identify unresolved readiness risks and corrective actions.
Systems & Reporting Readiness Review	At least 5 business days before Service commencement	Using Section III Deliverables 5 and 7, demonstrate readiness of required technology, communications, reporting, Records, workforce and patrol verification, SFMTA system access, and invoice-support functions. Identify unresolved readiness risks and corrective actions.
Service Commencement	Day 45 after NTP, unless the SFMTA specifies another date	Assume required Services without interruption. Applicable Section III operational plans shall be implemented, and capabilities necessary to perform the assigned Services shall be operational.
Post-Deployment Stabilization	Beginning at Service commencement and continuing through Baseline Establishment	Operate under the applicable Section III plans; validate staffing, coverage, training, supervision, equipment and systems familiarity, reporting, workforce and patrol verification, quality control, business continuity, and operational coordination; correct deficiencies; and complete remaining transition activities necessary to achieve the Required Baseline State.
Baseline Establishment Readiness Report	At least 5 business days before proposed Baseline Establishment	Submit evidence that the applicable Contractor Responsibilities in Section II and operational plans and Deliverables in Section III have been implemented and validated, and identify remaining deficiencies and corrective actions.
Baseline Establishment	No later than 60 Days after Service commencement, unless otherwise approved by the SFMTA	The SFMTA confirms in writing that the Required Baseline State has been achieved, at which time Phase 2 begins.

3. Baseline Establishment

Baseline Establishment shall occur no later than 60 calendar days after Service commencement, unless the SFMTA approves another date. Contractor shall correct any remaining deficiencies identified by the SFMTA within the timeframe directed by the SFMTA.

The SFMTA will confirm the Baseline Establishment Date in writing. The Baseline Establishment Date marks completion of Phase 1 and the beginning of Phase 2 – Steady-State Operations and Continuous Improvement. Failure to achieve Baseline Establishment by the required date does not postpone Contractor obligations or waive SFMTA rights or remedies.

The SFMTA will determine whether Contractor has achieved the Required Baseline State based on the applicable requirements of the Agreement, including this Scope.

4. Performance Requirements During Phase 1

Contractor shall perform the applicable Contractor Responsibilities in Section II and implement the applicable operational plans and Deliverables in Section III by Service commencement. Contractor shall begin collecting data required by the Performance Metrics Appendix on that date, and all applicable performance requirements, Key Performance Indicators, thresholds, Liquidated Damages, and other remedies shall apply beginning on Service commencement.

Baseline Establishment does not alter or restart Contractor's Service or performance obligations.

B. Phase 2 – Steady-State Operations and Continuous Improvement

Phase 2 begins on the Baseline Establishment Date and continues for the remainder of the Agreement's term. During Phase 2, Contractor shall continue to perform the applicable Contractor Responsibilities in Section II, maintain and update the operational plans in Section III, comply with applicable SFMTA Operating Documents, and comply with the performance management and corrective-action requirements in Section V.

Contractor shall perform quality assurance, corrective action, and continuous improvement during Phase 2 in accordance with Section 3.10 and Section V.

VIII. Performance Management and Corrective Action

Contractor shall monitor, measure, and report performance of the Contractor Responsibilities in Section II in accordance with the Agreement, including this Scope and the Performance Metrics Appendix, applicable operational plans and other Deliverables under Section III, and SFMTA Operating Documents.

Performance requirements, Key Performance Indicators, Performance Incentives, Liquidated Damages, and other remedies are governed by the Performance Metrics Appendix and the Agreement.

Contractor shall participate in operational reviews required by the SFMTA and perform quality assurance, corrective action, and continuous improvement in accordance with Section 3.10 and the applicable operational plans and other Deliverables under Section III. Contractor shall submit corrective-action plans and status updates within the timeframes specified by the SFMTA or the Performance Metrics Appendix and continue status updates until the deficiency is resolved.

The SFMTA may exercise remedies available under the Agreement and the Performance Metrics Appendix.

IX. Contract Closeout and Handover

Contractor shall complete contract closeout and handover in accordance with the applicable Contractor Responsibilities in Section II, operational plans and Deliverables under Section III, the Agreement, and SFMTA direction.

Upon expiration or termination of the Agreement, Contractor shall cooperate with the SFMTA and any successor contractor to support an orderly transition and uninterrupted Services. Contractor shall return SFMTA-issued equipment, keys, access cards, credentials, badges, City Data, and other SFMTA property; provide final reports, Records, and invoice support; transfer information and system access as directed by the SFMTA; and preserve required Records in accordance with the Agreement.

APPENDIX B

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT RFP No. SFMTA-2026-47-LOC: Security Services

RECITALS

- A.** The City and County of San Francisco, through its Municipal Transportation Agency (SFMTA), is the owner of and retains all rights to the following documents and materials (Documents):
- 1.** Appendix C: SFMTA Current Facilities and Function Information.
 - 2.** Appendix D: SFMTA-Owned or SFMTA-Operated Security Equipment, Hardware, Software, Systems, and Resources.
 - 3.** Appendix H-3: Current Security Guard Shift Schedule.
 - 4.** Appendix I: SFMTA Model Post Orders and Standard Operating Procedures provided for proposal-preparation purposes or contract administration.
- B.** The Documents are to be provided to the signatory of this Confidentiality and Nondisclosure Agreement (Recipient) only for use in conjunction with RFP No. SFMTA-2026-47-LOC: Security Services (Project).
- C.** The Documents contain confidential, proprietary, security-sensitive, Sensitive Security Information (SSI), or other non-public information. Disclosure of the Documents to unauthorized persons may cause irreparable damage to the SFMTA and the public, including harm to transportation safety, transportation security, SFMTA facilities, SFMTA operations, or SFMTA systems.
- D.** The SFMTA will make available the identified Documents to the Recipient subject to the following terms and conditions.

AGREEMENT

1. **Acknowledgment.** By signing this Agreement, Recipient acknowledges that the disclosure to the public of any of the Documents may cause irreparable damage to the SFMTA and the public. The SFMTA will make the Documents available to Recipient only for use in connection with the Project.
2. **Agreements.** By signing this Agreement, Recipient agrees to the following:
 - 2.1 **Non-Disclosure of Documents.** Recipient shall not disclose to any person or firm any of the Documents without the prior express written consent of the SFMTA, which consent shall be by the SFMTA Contract Administrator or designee, and without the person or firm executing a Nondisclosure Consent Agreement attached as Exhibit A to this Agreement.
 - 2.2 **Use of the Documents.** Recipient shall not use any of the Documents for any purpose other than in connection with the Project, or take any other action with respect to the Documents inconsistent with the confidential, proprietary, or security-sensitive nature of such information. By accepting and using the Documents, Recipient expressly agrees to comply fully with all terms of this Agreement. Recipient will not use the Documents in any way, directly or indirectly, that is damaging or harmful to the SFMTA, SFMTA facilities, SFMTA operations, transportation safety, or transportation security. This obligation survives termination of this Agreement.
 - 2.3 **Reproduction and Cover/Removal of Markings Prohibited.** Recipient shall not copy or otherwise reproduce the Documents without express written authorization from the SFMTA. Recipient shall not cover, remove, or otherwise hide from display any markings identifying Documents as confidential, proprietary, security-sensitive, or Sensitive Security Information.
 - 2.4 **Safeguards Against Unauthorized Disclosure of the Documents.** Recipient shall implement safeguards and procedures to prevent the unauthorized disclosure of the Documents and shall maintain the confidentiality of the Documents using procedures no less rigorous than those used to protect and preserve the confidentiality of Recipient's own similar proprietary information, but no less than a reasonable standard of care. Recipient shall implement the following safeguards and procedures to prevent unauthorized disclosure of the Documents:

Providing authorized employees and consultants adequate instructions with regard to the use and disclosure of the Documents, including obtaining the employees' and consultants' signed Nondisclosure Consent Agreements using the form provided as Exhibit A to this Agreement.

Implementing safeguards to restrict copies and reproductions of the Documents in any form, including paper copies and electronically formatted copies. Recipient shall authorize access to the Documents only on a need-to-know basis, as determined by the SFMTA, and shall retrieve all such copies upon completion of the task for which they were required. Copies and reproductions of the Documents shall not be made for or retained for

distribution to any third party unless the third party has complied with the requirements of Section 2.1.

Notifying the SFMTA if any individual who has signed a Nondisclosure Consent Agreement no longer has a need to know the Documents, e.g., if the individual is no longer part of a team working on the Project. Upon notification, Recipient will prevent further access by that individual to the Documents, and the SFMTA will discontinue any access it has provided to that individual.

If any Document is marked or designated as Sensitive Security Information, security-sensitive information, confidential, or proprietary, Recipient shall comply with all markings and any handling instructions provided by the SFMTA.

- 3. Documents Taken Off SFMTA Premises.** If the SFMTA provides Recipient copies of the Documents and allows said Documents to be removed from SFMTA premises or accessed electronically, Recipient shall maintain said Documents in a secure location or access-controlled electronic system and shall use them only for the purposes described in this Agreement.
- 4. Certification of Return or Destruction of the Documents.** Upon notification that Recipient has not been selected for award of the Project contract, notification of the completion of the relevant Project, or upon request of the SFMTA, Recipient shall certify within twenty-one calendar days that all Documents have been returned to the SFMTA or destroyed by shredding or secure electronic deletion, using the form provided as Exhibit B to this Agreement. Notwithstanding the above, Recipient shall keep in perpetuity in trust and confidence all Documents remaining in Recipient's possession. This perpetual obligation of Recipient shall include full compliance with Sections 2.2, 2.4, and 5 of this Agreement.
- 5. Unauthorized Disclosure or Loss of a Document.** Recipient agrees that if at any time Recipient misplaces or loses control over a Document in Recipient's custody or inadvertently provides access to persons or parties not authorized by the SFMTA to receive the Document, Recipient shall notify the SFMTA immediately, and in no event later than 24 hours after discovery that an unauthorized disclosure or loss of control of a Document has occurred. Such notice shall be given orally and in writing, and shall provide all available details regarding the event. The oral notices shall be given by telephone to the SFMTA Contract Administrator identified in Section 11. The written notices shall be sent to the SFMTA Contract Administrator at the SFMTA address listed in Section 11. The SFMTA may investigate the facts underlying Recipient's disclosure or loss of control over the Document. If the SFMTA determines that such unauthorized disclosure or loss of control constituted an unauthorized disclosure or improper use of the Document by Recipient, the SFMTA may pursue remedies as set forth in Section 7.
- 6. Ownership of the Documents.** Recipient agrees that all Documents provided to Recipient and all copies of the Documents made by Recipient will at all times remain the property of the SFMTA, which retains all rights to them.
- 7. SFMTA Remedies.** Recipient acknowledges that the unauthorized disclosure or improper use of the Documents by Recipient may cause irreparable harm to the SFMTA and the

public. The SFMTA retains all of its legal rights and remedies to enforce this Agreement. Furthermore, Recipient acknowledges that the SFMTA is entitled to seek equitable remedies, including temporary and permanent injunctive relief, without the necessity of posting a bond or other security, to enforce this Agreement. No remedy or election under this Agreement shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

- 8. Attorneys' Fees.** In the event that a suit or other legal action is necessary to enforce any of the provisions herein contained, the prevailing party shall be entitled to reasonable attorneys' fees in addition to costs.
- 9. Assignment.** Recipient shall not assign any rights or transfer any obligation under this Agreement without the express written consent of the SFMTA.
- 10. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

- 11. Notices.** All written communications sent by the parties may be by U.S. mail or e-mail and shall be addressed as follows:

To SFMTA:

Name: Carlos F. Peza, Contract Administrator
Address: San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 6th Floor
San Francisco, CA 94103
Phone: (415) 579-9801
Email: Carlos.Peza@sfmta.com

To Recipient:

Name:
Address:
Phone:
Email:

Any notice of default must be sent by registered mail or by personal service.

- 12. Applicable Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of California. Venue for any action arising from this Agreement or related thereto shall be in courts located in San Francisco, California.
- 13. Successors.** This Agreement shall be binding on and inure to the benefit of Recipient's successors or assigns.

IN WITNESS WHEREOF, the Recipient has caused this Agreement to be duly executed.

Dated: _____

Recipient:

Name of Recipient

Signature

Name (please print)

Title

EXHIBIT A

NONDISCLOSURE CONSENT AGREEMENT

To be executed by Employees of Recipient, or Third Parties

Recipient Name: _____

Employee/Third Party Name: _____

Email Address: _____

I agree that any disclosure to me of the Documents will be subject to the following obligations:

1. I confirm that I have been provided a copy of the Confidentiality and Nondisclosure Agreement between the SFMTA and Recipient. I confirm that I will comply at all times with Recipient's obligations in relation to the Documents as set out in the Confidentiality and Nondisclosure Agreement, and will not do anything that would or could jeopardize any of Recipient's obligations in relation to the Documents, or lead to a breach or compromise of the security of the Documents.
2. I will not disclose or permit disclosure of the Documents, or permit anyone to use the Documents, without the prior written approval of the SFMTA.
3. The above obligations of confidentiality and non-use will apply to my work on the Project, and will continue to apply without limitation of time after the date of termination of my work.

Executed by:

Employee/Third Party Name

Employee/Third Party Signature

Date

EXHIBIT B

CERTIFICATION OF RETURN OR DESTRUCTION

I am the _____ of Recipient _____, which was given access to Documents in connection with the Project under the terms of the Confidentiality and Nondisclosure Agreement (the "Agreement") signed by Recipient on _____.

I certify that all Documents received under the Agreement, and all copies of the Documents, have been returned to the SFMTA or destroyed, in accordance with the guidelines and procedures as required by Section 4 of the Agreement.

Recipient

Name

Job Title

Signature

Date

Appendix E

Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages

Instructions to Proposers: Appendix E will be incorporated into the Agreement and will provide a framework for monitoring and supporting performance management. In the table below, the SFMTA has completed the Performance Requirement and Performance Metric columns and, for some metrics, has proposed Liquidated Damages. Proposers shall identify the data sources required to measure the Performance Metrics and may propose Credits or Incentives, Liquidated Damages, or changes to SFMTA-proposed Liquidated Damages. Any proposed Credits, Incentives, or Liquidated Damages must be clear, measurable, administrable, and proportionate. Final Performance Metrics, data sources, incentives, and Liquidated Damages, will be addressed during contract negotiations.

Proposers shall complete or respond to the three right-hand columns:

- (1) Measurement Tools and Data Sources:** Identify the software, hardware, system, platform, device, report, export, or data sources needed to measure the applicable Performance Metric. State whether each tool or system is SFMTA-owned/operated or Contractor-provided. Required Contractor-provided tools must be included in the Baseline Proposal. The SFMTA prefers passive data collection tools that reduce manual reporting. To the greatest extent financially feasible, the SFMTA seeks real time access to data supporting metrics as well as the ability to aggregate and analyze incident and administrative data on a site, assignment, function, and measurement period basis.
- (2) High Performance Threshold & Credit/Incentive:** Enter “None Proposed” or propose a performance threshold, measurement time period, calculation method, and proposed credit or incentive. Do not propose a credit or incentive in a row marked, “N/A – This is a critical performance requirement,” or similar language.
- (3) Liquidated Damages:** Enter “Accepted” if the SFMTA-proposed Liquidated Damages are accepted, or propose any clarification, modification, exception, or alternative, including any proposed measurement thresholds, cure periods, or calculation methods. If the SFMTA has not proposed Liquidated Damages, enter “None Proposed” or propose a Liquidated Damages provision.

The SFMTA-established Performance Requirements are not subject to negotiation. Any requested change to a Performance Metric must be submitted in accordance with RFP Section IV.F.2. For example, a request may propose an off-the-shelf reporting method that meets the metric’s purpose at a lower cost or with less customization. The Performance Requirements in Appendix E are summary descriptions. Requirements are more fully stated in Appendix A (Scope of Services) and in SFMTA Operating Documents. Appendix E addresses only those Liquidated Damages that may be imposed in relation to Performance Metrics. Liquidated Damages are more fully addressed in Section 4.8 of the Sample Agreement (RFP Appendix F).

Performance Requirements, Key Performance Indicators, Performance Incentives and Liquidated Damages

Performance Requirement	Performance Metric	(Proposer to Complete or Respond)		
		(1) Measurement Tools and Data Sources	(2) High Performance Threshold & Credit/ Incentive	(3) Liquidated Damages
1. Required Staffing: Contractor shall provide required staffing established by SFMTA Operating Documents, approved Staffing, Personnel Qualification, Training and Deployment Plan, approved patrol plans, or SFMTA direction using Qualified Personnel¹, including Services performed by Subcontractors. Personnel must be present, attentive, trained, licensed, certified, equipped, and properly assigned. See Sections 1.1-1.4; 2.1-2.2; 3.1-3.4²	1. Number of person-shifts with a late arrival, early departure, or uncovered or partially covered period of one hour or more.			For each required post or shift left uncovered for one hour or more, Contractor shall pay \$1,000 per incident. Contractor shall pay \$500 /day when the Account Manager is not available and Contractor has not identified an acting Account Manager.

¹ “**Qualified Personnel**” means Contractor or Subcontractor personnel who satisfy the screening, training, license, permit, certification, background check, drug and alcohol testing, equipment authorization, SFMTA approval, and assignment-specific qualification requirements applicable to the assigned Services.

² Section references in the Performance Requirements column relate to the Contractor Responsibilities Table in RFP Appendix A, Section II.

Performance Requirement	Performance Metric	(Proposer to Complete or Respond)		
		(1) Measurement Tools and Data Sources	(2) High Performance Threshold & Credit/ Incentive	(3) Liquidated Damages
2. Patrol Completion: Contractor and its Subcontractors shall complete all required patrols, rounds, facility checks, and guard tour events established by SFMTA Operating Documents, the approved Staffing, Personnel Qualification, Training, and Deployment Plan, approved patrol plans, or SFMTA direction. See Sections 1.1-1.4, 3.2 and 3.6	2. Number and/or percentage of required patrols, rounds, checks, or guard-tour events completed within the SFMTA-required timeframe.		N/A – This is a critical performance requirement.	
3. Staff Retention and Continuity: Contractor shall maintain continuity of staff to support site and account familiarity, SFMTA Operating Document compliance, and Service continuity. See Sections 3.1, 3.2	3.A. Turnover rate by classification or function.			N/A - No LDs proposed
	3.B. Time to fill vacancies with Qualified Personnel.			N/A - No LDs proposed

Performance Requirement	Performance Metric	(Proposer to Complete or Respond)		
		(1) Measurement Tools and Data Sources	(2) High Performance Threshold & Credit/ Incentive	(3) Liquidated Damages
4. Contractor-Controlled Technology: Contractor-controlled technology required for the Services shall be available to the SFMTA and assigned Contractor and Subcontractor personnel during required Service hours, including 24/7, where required. See Section 3.6	4.A. Availability of Contractor-controlled security operations technology during required Service hours at or above the SFMTA-approved availability threshold, including 24/7 availability where required by the SFMTA.		N/A – This is a critical performance requirement.	For unplanned outages not restored within the SFMTA-approved timeframe, the following LDs shall apply based on operational impact:
	4.B. Number, duration, and operational impact of unplanned system outages, data-access failures, or reporting interruptions, categorized by whether the issue affected: (1) staffing, field operations, or incident response; (2) patrol verification or workforce accountability; or (3) reporting, records access or invoice validation.			(1) \$1,000 per day, or portion thereof, for outages affecting staffing, field operations, or incident response. (2) \$500 per day, or portion thereof, for outages affecting patrol verification or workforce accountability. (3) \$100 per day, or portion thereof, for outages affecting reporting, records access or invoice validation.

Performance Requirement	Performance Metric	(Proposer to Complete or Respond)		
		(1) Measurement Tools and Data Sources	(2) High Performance Threshold & Credit/ Incentive	(3) Liquidated Damages
5. Billing and Invoice Support: Contractor shall invoice only for authorized Services actually performed by Qualified Personnel (as opposed to Services scheduled), including Contractor and Subcontractor personnel. Invoices shall be supported by all required documentation. Contractor shall maintain, and require Subcontractors to maintain, all invoice support records. See Sections 3.4, 3.8	5. Number of missing incomplete, late, inconsistent, or unsupported Contractor or Subcontractor payroll records or invoice support records requiring material corrections.		N/A - This is a critical requirement.	\$500 for failure to timely provide required records sufficient to verify invoice. \$100 for each invoice returned for material correction.
6. SFMTA-Required Plans, Operational Analysis, and Reporting: Contractor shall - analyze incident & operations data to identify recurring issues; - provide reports to support investigations and operational	6.A. Number or percentage of required plans, reports, analyses, investigation-support materials, and responses to SFMTA information requests submitted complete and on time.		N/A - This is a critical requirement.	\$250 per incident for failure to timely complete and submit an incident report or other information supporting an active investigation.

Performance Requirement	Performance Metric	(Proposer to Complete or Respond)		
		(1) Measurement Tools and Data Sources	(2) High Performance Threshold & Credit/ Incentive	(3) Liquidated Damages
reviews and participate in required meetings; • respond promptly to SFMTA requests or directions; and • investigate and correct Service deficiencies; and take reasonable steps to prevent recurrence. See Sections 3.1, 3.10	6.B. Response time to SFMTA requests, directions, incidents, corrective action requests, and escalation notices.		N/A - This is a critical requirement.	

**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-2026-47-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-2026-47-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] (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA seeks to contract for security services for its properties and transit facilities.

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

C. Contractor was competitively selected pursuant to a Request for Proposals (RFP) entitled RFP No. SFMTA-2026-47-LOC: Security Services issued through Sourcing Event ID [Enter Number].

D. The Local Business Enterprise (LBE) subcontracting participation requirement established for this project is 20%. Contractor has committed to [insert LBE subcontracting percentage number]% LBE subcontracting under this Agreement. [OR delete preceding recital clause and insert the recital below, keeping the formatting:]

E. This Agreement is for security services under Proposition J (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review.

F. The SFMTA has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

G. The SFMTA will file Ethics Form 126f4 (Notification of Contract Approval) within five days of execution of the Agreement because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

H. As required under Charter Section 9.118, the City's Board of Supervisors approved this Agreement by [insert resolution number] on [insert the date the Mayor approved the resolution] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date].

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 “Agreement” means this contract document, including all attached Appendices, Accepted Proposal Commitments, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “Accepted Proposal Commitments” means the portions of the Contractor’s Proposal, negotiated commitments, SFMTA-approved ISDAs or Optional Enhancements, and other commitments identified in Appendix D as accepted and incorporated into this Agreement.

1.3 “Appendices” means the appendices listed in Article 14 (Appendices) herein.

1.4 “Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.5 “Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.6 “As-Needed Services” means armed or unarmed security services requested by the SFMTA that are not part of the approved staffing or deployment schedule and are provided in accordance with this Agreement and applicable rates.

1.7 “Baseline Establishment Date” means the date the SFMTA confirms as the completion of Phase 1 - Mobilization and Baseline Establishment and the beginning of Phase 2 - Steady-State Operations and Continuous Improvement, as described in Appendix A (Scope of Services).

1.8 “Baseline Requirements” means all mandatory requirements of the Agreement, including the required Services and Contractor Responsibilities in Appendix A, the required Performance Requirements in Appendix C (Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages), Required Base-Service Technology, and applicable SFMTA Operating Documents.

1.9 “CCO” means the SFMTA Contract Compliance Office.

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

1.11 “City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

1.12 “CMD” means the Contract Monitoring Division of the City.

1.13 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (PII), protected health information (PHI), or individual financial information (collectively, Proprietary or Confidential Information) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.

1.14 “Contractor” means [insert name and address of Contractor].

1.15 “Contractor Responsibilities” means the operational, management, administrative, and support responsibilities established in Appendix A, including responsibilities applicable to Services performed by Contractor and any Subcontractors, as implemented through applicable SFMTA Operating Documents and SFMTA direction under the Agreement.

1.16 “Controller” means the Controller of the City.

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

1.18 “Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.19 “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 Services” attached as Appendix A.

1.20 “Effective Date” means the date the Director of Transportation executes the Contract.

1.21 “Emergency Services” means armed or unarmed security services requested by the SFMTA to address emergencies, incidents, service disruptions, civil disturbances, natural disasters, or other unanticipated security needs.

1.22 “Generative Artificial Intelligence” means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

1.23 “Guard” means an armed or unarmed security guard assigned by Contractor or a Subcontractor to perform Services.

1.24 “Innovative Service Delivery Approach” or “ISDA” means a Proposer-identified and separately described innovative method for meeting a Baseline Requirement that materially changes how Services are delivered, coordinated, managed, or supported while maintaining or improving required service levels, accountability, and security outcomes.

1.25 “Key Personnel” means Contractor or Subcontractor personnel identified in Contractor’s Proposal or approved by the SFMTA as key management, supervisory, technical, compliance, or account personnel for the Services.

1.26 “Local Business Enterprise” or “LBE” means a business that is certified as a micro or small LBE under Section 14B.3 of the San Francisco Administrative Code.

1.27 “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.

1.28 “Non-Guard Support Functions” means administrative, coordination, technology, monitoring, reporting, records support, badging, console, video surveillance, SOC support, or similar support functions related to the Services that do not require Contractor-provided armed or unarmed Guard personnel unless directed by the SFMTA.

1.29 “Notice to Proceed” means written notice to the Contractor of the date on which it shall begin prosecution of the work to be done under the Contract.

1.30 “Optional Enhancement” means a separately identified addition of services, technology, or functionality beyond the Baseline Requirements.

1.31 “Party” and “Parties” means the City and Contractor either individually or collectively.

1.32 “Performance Incentives” means any SFMTA-approved performance credits or incentives described in Appendix C or otherwise approved in writing by the SFMTA under this Agreement.

1.33 “Performance Metric” means an established metric used to measure a Performance Requirement as set forth in Appendix C.

1.34 “Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.35 “Post Orders” means SFMTA-approved instructions for a Site, post, patrol, function, or assignment and are a type of SFMTA Operating Document.

1.36 “Qualified Personnel” means Contractor or Subcontractor personnel who satisfy the screening, training, license, permit, certification, background check, drug and alcohol testing, equipment authorization, SFMTA approval, and assignment-specific qualification requirements applicable to the assigned Services.

1.37 “Records” means documents, data, reports, logs, time records, payroll records, patrol records, inspection records, incident records, training records, licensing records, equipment records, Subcontractor records, and other materials created, received, or maintained in connection with the Services, whether paper or electronic.

1.38 “Revenue Security Support” means security services supporting SFMTA Revenue Collection and Sales functions, including fixed Guard coverage, escort services, alarm and video monitoring, access control support, Mobile Patrol and Response Services, gate support, and related reporting.

1.39 “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.

1.40 “Security Operations Center” or “SOC” means the SFMTA security coordination function used to receive, assess, document, and coordinate responses to security-related information, including information from Guards, SFMTA staff, access control systems, video surveillance, alarms, security applications, phone calls, email, and other approved sources.

1.41 “Service Commencement Date” means the date specified by the SFMTA on which Contractor assumes responsibility for the required Services.

1.42 “Services” means the work performed by Contractor under this Agreement as specifically described in Appendix A, including but not limited to Guard Service Delivery, Non-Guard Support Functions, Supervision, Administration and Management services, and all related labor, supervision, materials, equipment, actions, and other requirements to be performed or furnished by Contractor.

1.43 “SFMTA Operating Documents” means SFMTA-approved Post Orders, Standard Operating Procedures, approved operational plans, procedures, written instructions, and other Site-specific, function-specific, or assignment-specific documents issued by the SFMTA for the Services in accordance with Section 4.4 of this Agreement.

1.44 “Site” means an SFMTA facility, property, station, platform, yard, Revenue location, tunnel gate, administrative location, or other location where Services are performed or may be requested by the SFMTA.

1.45 “Special Event Services” means security services requested by the SFMTA for special events, temporary service changes, emergency activities, special transit operations, or other time-limited operational needs.

1.46 “Transit Management Center” or “TMC” means the centralized transit operations and coordination center that supports management and dispatch of bus, rail, and cable car operations, communications, incident response, roadway and transit condition monitoring.

1.47 “Unqualified Personnel” means Contractor or Subcontractor personnel who do not satisfy one or more applicable qualification requirements or who are not approved or authorized for the assigned Services.

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 the option to renew the Agreement for a period of two 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 11.5 (Modification of this Agreement). Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

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 11.5 (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 services.

3.3 Compensation

3.3.1 Contract Not to Exceed Amount. The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words in bold -- no pennies and no “.00”], the breakdown of which appears in Appendix B (Calculation of Charges). The City shall not be liable for interest or late charges for any late payments. The City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Rate Adjustments.

(a) From time to time and as soon as reasonably practicable, either Party may submit a written notice to the other Party requesting to discuss and negotiate a possible adjustment in the Billing Rates to the extent actual increases or decreases in rates for Security Guard Services (as defined in San Francisco Labor and Employment Code Section 102.11) that exceed or are lower than the estimated Security Guard Service rates included in the Billing Rates (Rate Adjustment Request or Request). A Party shall include with its Rate Adjustment Request a written explanation of the reasons and calculations supporting the Billing Rate adjustment. As part of its Request, Contractor shall provide satisfactory written evidence that any proposed Billing Rate increase does not include costs other than Security Guard Service rates and that any such cost increases have not already been factored into the Billing Rates. Within 30 business days of the Request, the Parties shall undertake genuine and good faith negotiations regarding the Request with a view to reaching a mutually acceptable resolution of the issue. Failure to agree shall trigger the dispute resolution procedure in Section 11.6.1.

(b) For all other Billing Rates, Contractor may request an annual adjustment based on the annual percentage change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U). Contractor shall submit any request at least 30 Days before the applicable anniversary date of the Agreement and shall provide documentation supporting the applicable CPI-U change and calculation of the requested adjustment. CPI-U adjustments shall not apply to Security Guard Services. Any approved adjustment shall be effective only upon execution of a written modification to this Agreement and shall not apply retroactively unless otherwise approved by the SFMTA in writing.

3.3.3 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until the SFMTA approves the Services delivered. Payments to Contractor by the City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment

was made. Non-conforming Services may be rejected by the SFMTA and in such case must be replaced by Contractor without delay at no cost to the SFMTA.

3.3.4 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, 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 Invoicing. Contractor shall invoice the SFMTA for the Services provided under this Agreement on a timely basis, and in no event later than 30 Days after delivery of the Services or as specified in Appendix B, except for the last invoice of the fiscal year which must be submitted within 15 Days before the end of July. Invoices submitted by Contractor 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 3.3.8, 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 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. Each invoice must be supported by searchable digital records sufficient to verify the Services performed, including time records, payroll records, subcontractor records, and any other documentation requested by the SFMTA. Contractor shall certify with each invoice that all invoiced Services were actually performed only by Qualified Personnel in accordance with Section 4.2, including Services performed by Subcontractors. Contractor shall not invoice the SFMTA for unfilled posts, unauthorized overtime, unsupported hours, Services performed by Unqualified Personnel, or Services not performed.

3.3.6 LBE Payment and Utilization Tracking System. LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within three business days of the SFMTA's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) 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 CCO. Failure to submit all required payment information to the B2GNow System with each payment request may result in the withholding of 20% of subsequent payments due.

3.3.7 Reserved. (Grant-Funded Contracts)

3.3.8 Payment Terms

(a) Payment Due Date. Unless the SFMTA notifies Contractor that a dispute exists, payment shall 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 the City issued a check to Contractor or, if Contractor agreed to electronic payment, the date the 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 of 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. 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 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, “Covered Services”), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. Contractor shall specifically refer to Section 102.11 (Prevailing Rate of Wages for Security Guard Services in City Contracts and for Events on City Property). https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_laboremployment/0-0-0-2187

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City’s Office of Labor Standards and Enforcement (OLSE) and are on file at the Department’s principal office or at the job site and shall be made available to any interested party on request.

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

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

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitation time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.

3.6.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to the City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by the City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

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

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

Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A (Scope of Services), comply with the performance requirements in Appendix C (Performance Requirements, Key Performance Indicators, Liquidated Damages, and Performance Incentives), and follow applicable SFMTA Operating Documents and SFMTA direction. Officers and employees of the City are not authorized to request, and the City is not required to compensate for Services beyond those stated.

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, and that all Services will be performed by Qualified 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 to perform the Services as required by the Agreement. Contractor shall ensure that all Contractor and Subcontractor, personnel assigned to perform Services maintain the required licenses, permits, registrations, certifications, training, background checks, driver's licenses where applicable, drug and alcohol testing compliance where applicable, equipment authorizations, and other qualifications required under this Agreement. Contractor shall not assign Unqualified Personnel to perform Services and shall immediately remove any personnel who no longer meet applicable requirements. Contractor shall maintain supporting qualification records and, as required by Section 3.3.5, certify with each invoice that the Services invoiced were performed only by Qualified Personnel.

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

4.4 SFMTA Operating Documents; Review and Approval

4.4.1 SFMTA Operating Documents. Contractor shall comply with all applicable SFMTA Operating Documents, including Post Orders, Standard Operating Procedures, operational plans, procedures, and written instructions applicable to the Services. The SFMTA may

issue, revise, replace or withdraw SFMTA Operating Documents during the term of the Agreement in accordance with Appendix A.

4.4.2 Contractor-Prepared Documents. Within fifteen (15) business days of a request by the SFMTA or receipt of an SFMTA Operating Document, Contractor shall recommend any and all revisions to SFMTA Operating Documents that are necessary to provide the Services under this Agreement, and shall prepare or revise the SFMTA Operating Documents for SFMTA review. Contractor shall not implement, modify, replace, or deviate from an SFMTA Operating Document based on a Contractor-proposed revision unless the revision has been accepted in writing by the SFMTA.

4.4.3 Review and Approval. The SFMTA may **approve**, reject, or require revision or resubmittal of any Contractor-prepared SFMTA Operating Document. Contractor shall address SFMTA comments and resubmit within fifteen (15) business days of the SFMTA's response. The SFMTA's review, acceptance, or approval of the Contractor-Prepared Documents and the Deliverables under this Agreement shall not be interpreted to create any duty of care or impose on the SFMTA any responsibility for such Operating Documents and/or Deliverables meeting the requirements of the Agreement, and shall not limit or modify Contractor's warranty and indemnification requirements under this Agreement.

4.4.4 Contract Terms. SFMTA Operating Documents may establish or modify operational requirements without an amendment to the Agreement.

4.5 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 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below and/or in the Appendices.

- [Insert name of desired subcontractor]

4.6 Independent Contractor; Payment of Employment Taxes and Other Expenses

4.6.1 Independent Contractor. For the purposes of this Section 4.6, "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, including its agents and employees will not represent or hold itself/themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits

that City may offer its employees. Contractor 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 Section 4.6. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.6, 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.

4.6.2 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 Section 4.6 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 City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from Section 4.6.

4.7 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 accordance with City law and SFMTA policies, including but not limited to the Contract Approval and Delegation Policy. Any purported assignment made in violation of this provision shall be null and void.

4.8 Liquidated Damages.

4.8.1 By entering into this Agreement, Contractor agrees that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause the SFMTA to incur cost and inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to the SFMTA, the City and the public, and that the exact amount of such damage will be impractical or extremely difficult to determine. The assessment, collection, or payment of Liquidated Damages shall not limit Contractor's indemnification obligations under this Agreement.

4.8.2 Liquidated Damages, Performance Requirements, Performance Metrics, measurement periods, thresholds, documentation requirements, cure periods, Performance Incentives, and related calculation methods are governed by Appendix C (Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages). Additional Liquidated Damages for discrete violations of Agreement requirements are set forth in Section 4.8.3. The amounts described as Liquidated Damages in Appendix C and Section 4.8.3 of this Agreement are not penalties, but represent a fair and reasonable estimate of the damages that the SFMTA will incur by reason of Contractor's failure to perform and are fair compensation to City for its losses. Failure by the SFMTA to impose Liquidated Damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the SFMTA under this Agreement.

4.8.3 Additional Liquidated Damages. In addition to Liquidated Damages established in Appendix C, Contractor shall be liable for the following Liquidated Damages:

(a) \$10,000 per Deliverable per day for failure to submit the initial submissions of the Deliverables required by Appendix A, Section III (Operational Plans and Deliverables), Deliverables 2 through 7, by the applicable required submission date unless the SFMTA authorizes a later submission date in writing.

(b) \$5,000 per plan per Day for failure to submit for SFMTA approval any required update to an operational plan identified in Appendix A, Section III, Deliverables 2 through 7 within five business days after the SFMTA's request, unless the SFMTA authorizes a later submission date in writing.

(c) \$2,500 per submission for the administrative burden to the SFMTA associated with receiving false documentation in support of any Performance Metric established in Appendix C, any invoice, or other claim for payment under this Agreement, or for submitting any false certification required by this Agreement, including but not limited to certifications concerning Qualified Personnel under Section 3.3.5.

(d) \$1,000 per Day for failure to timely submit or make available data required to measure, verify, or report on any

Performance Metric established in Appendix C, Performance Requirements 1 through 6.

(e) \$100 per 30-minute period for Contractor's failure to immediately remove and replace any Guard when required under Section 4.2 or upon SFMTA request because of any cause or condition that renders the Guard incapable of performing assigned duties, including but not limited to, sleeping on duty, theft, and on-duty use of alcohol or illegal drugs.

(f) \$250 per piece for the administrative burden to the SFMTA associated with any loss of or damage to any SFMTA personnel communications equipment used to perform Guard duties.

(g) \$250 per incident for failure of any Guard to report for duty with all approved uniform elements or equipment required by Appendix A, Section II, Item 3.5 (Equipment, Vehicles, Uniforms & SFMTA Resources).

4.8.4 Remedies and Non-Duplication. The SFMTA may deduct Liquidated Damages from any money due to Contractor under this Agreement and may also reject invoices, withhold payment, require refunds or reimbursement of overpayments, require corrective action, require reimbursement for repair or replacement of any damaged equipment, deny Performance Incentives, or exercise any other remedy available under this Agreement. Non-payment for Services not authorized, not performed, performed by Unqualified Personnel, or not supported by required documentation is separate from, and not limited by, Liquidated Damages.

4.8.5 Performance Incentives. Performance Incentives are discretionary and subject to SFMTA approval. Contractor has no right to any Performance Incentive unless the SFMTA approves the incentive in writing and the Contractor satisfies all applicable requirements in Appendix C. Performance Incentives shall not be available for a Performance Requirement if Liquidated Damages are assessed for the same Performance Requirement during the same measurement period, unless the SFMTA determines in writing that the Liquidated Damages event was isolated, corrected, and unrelated to the requested Performance Incentive.

4.9 Bonding Requirements.

4.9.1 Within 10 Days of the City's issuing notice of award of the contract, Contractor shall furnish and maintain for the term of the Agreement, the following bonds, on forms furnished by the City, and at no expense to the SFMTA:

(a) A performance and payment bond in a form acceptable to the City, in a sum of not less than 10 percent of the annual amount of the contract to guarantee the faithful performance of this contract

and to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the contract.

(b) A scheduled fidelity bond covering each employee who performs tasks relating to SFMTA Revenue Collections and Sales for \$50,000 or a crime policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$100,000, and including the SFMTA as additional obligee or loss payee as its interest may appear.

4.9.2 Corporate sureties issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-, VIII" or as otherwise approved by the City's Risk Management Division and Controller.

4.9.3 The bonds shall be renewed annually for the term of the contract, as it may be extended. Contractor and the surety shall provide the SFMTA a minimum of 60 Days advance notice in the event that the surety intends to cancel or not renew the bond. In such event, Contractor shall, prior to the effective date of cancellation or termination, substitute another, and sufficient, surety to be approved by City. During the period covered by the Contract, if any of the sureties upon the bond become insolvent or, in the opinion of City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 60 Days after notice given by City to Contractor, shall buy a supplemental bond or substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay.

4.9.4 If, due to cancellation, failure to renew, or insolvency, Contractor fails to substitute another and sufficient surety within the applicable time period, City, in addition to any other remedies available to it under law, and notwithstanding any other provision of this Agreement to the contrary, shall have the option to immediately declare a material breach of this Agreement, terminate this Agreement, and/or bring any proper suit or proceeding against monies then due or which thereafter may become due Contractor under the Agreement.

4.10 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, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance

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

(a) Commercial General Liability Insurance with limits not less than \$5,000,000 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 Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved. (Professional Liability Insurance)

(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 this 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)

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and 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 Additional Insured Endorsement)

5.1.3 Waiver of Subrogation. The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 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 as Primary Insurance)

5.1.5 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 11.1 (Notices to the Parties).

(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 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of the City, where required.

5.2 Indemnification.

5.2.1 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, experts, and related costs, and City's costs of investigating any claims against the City.

5.2.2 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.

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

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (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.

6.2 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.

6.3 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 7 Payment of Taxes

7.1 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 City under this Agreement.

7.2 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.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the 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, 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 cancelled 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.

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

(a) The reasonable cost to Contractor, without profit, for all Services 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.

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the

Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any 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 8.1.4; 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.

8.1.6 Payment Obligation. City's payment obligation under Section 8.1 (Termination for Convenience), shall survive termination of this Agreement.

8.2 Termination for Default; Remedies

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

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

- | | |
|------------|---------------------------------|
| 3.5 | Submitting False Claims |
| 4.7 | Assignment |
| Article 5 | Insurance and Indemnity |
| Article 7 | Payment of Taxes |
| 10.3.6 | Alcohol and Drug-Free Workplace |
| 11.10 | Compliance with Laws |
| Article 13 | Data and Security |

(b) Contractor fails or refuses to perform the Services or 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 or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to the SFMTA, 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.

8.2.2 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 arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also 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.

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

8.2.4 Any notice of default must be sent in accordance with Article 11.

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

8.4 Rights and Duties upon Termination or Expiration

8.4.1 Section 8.4 (Rights and Duties upon Termination or Expiration) and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

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

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, 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 9 Rights in Deliverables

9.1 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.

9.2 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 subcontractors. With City's prior written approval, Contractor and its subcontractors 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 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/%20.

10.2 Governmental Conduct Related Contractual Obligations

10.2.1 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.

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

10.2.3 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 12 months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 Employment Related Contractual Obligations

10.3.1 Local Business Enterprise and Non-Discrimination in Contracting

Ordinance. Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall meet the LBE subcontracting commitment percentage(s) included in its submittal documents. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by 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.

10.3.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 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.

10.3.4 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.

10.3.5 Reserved. (Working with Minors).

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

10.3.7 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.

10.3.8 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 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 Article 131.2.

10.4 Environmental Related Contractual Obligations.

10.4.1 Reserved. (Packaged Water Prohibition).

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

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

10.4.4 Reserved. (Sugar-Sweetened Beverage Prohibition).

10.5 Reserved. (Slavery Era Disclosure).

10.6 Reserved. (Nonprofit Contractor Obligations)

Article 11 General Provisions

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

To City: Kimberly Burrus
Chief Security Officer
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th floor
San Francisco, CA 94103
Kimberly.Burrus@sfmta.com
(415) 646-4322

To Contractor: **[Name, Title, Company, Address, Email, Phone]**

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.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 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.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (ICT) and/or Services provided under this Agreement.

11.2.3 Reserved. (Web and Mobile Content Accessibility)

11.3 Incorporation of Recitals. The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement 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 for any 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%.

11.6 Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. The City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. 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 Section 11.6.

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

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

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

11.9 Entire Agreement. This Agreement 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 11.5 (Modification of this Agreement).

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

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (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.

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

11.13 Order of Precedence. The Agreement and its incorporated documents shall be interpreted as a single integrated contract. In the event of any discrepancy, inconsistency, gap, ambiguity, or conflict among the Agreement and its incorporated documents, the following order of precedence shall apply: (1) this Agreement; (2) Appendix A (Scope of Services); (3) Appendix C (Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages); (4) Appendix B (Calculation of Charges); (5) applicable SFMTA Operating Documents; and (6) Appendix D (Accepted Proposal Commitments). Unaccepted portions of the Contractor's Proposal shall have no legal effect. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests, and other legal requests (Legal Requests) related to 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 the City without first notifying the 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.

11.15 No Third-Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. 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.

12.1.2 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 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information

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

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

13.2 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors, or other third parties is prohibited. For 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.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9 (Rights in Deliverables), or the City Data confidentiality and security requirements under Article 13 (Data and Security) of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from the City that City Data has been successfully transferred to the City, Contractor shall within 10 business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including its subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide the City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or the most current industry standard.

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

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

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (CRA) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or

exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 Appendices. The following appendices (“Appendices” in the plural and each an “Appendix” in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges
- C: Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages
- D: Accepted Proposal Commitments

Article 15 MacBride and Signature

15.1 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	[company name]
Julie B. Kirschbaum Director of Transportation	[name of authorized representative] [title] [optional: address] [optional: city, state, ZIP]
Authorized By:	
Municipal Transportation Agency Board of Directors	<u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u>
Resolution No: _____	By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:	City Supplier Number: [Supplier Number]
David Chiu City Attorney	
By: _____ Annie Smiddy Deputy City Attorney	

4916-7543-7520 v.1

Appendix A Scope of Services

[See RFP Appendix A (Scope of Services). RFP Appendix A will be converted to Appendix A of this Agreement after a Contract is negotiated and finalized.]

Appendix B

Calculation of Charges

[Calculation of Charges shall be based on the selected Proposer's Fee Proposal, as that may be clarified in negotiation following the SFMTA's evaluation and scoring of Proposals.]

Appendix C

Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages

[See RFP Appendix E (Performance Requirements, Key Performance Indicators, Performance Incentives, and Liquidated Damages). RFP Appendix E will be converted to Appendix C of this Agreement after a Contract is negotiated and finalized.]

Appendix D

Accepted Proposal Commitments

[To be completed during contract negotiations. This Appendix will identify only Proposal commitments expressly accepted by the SFMTA, including any approved ISDAs and Optional Enhancements. Unaccepted portions of Contractor's Proposal are not incorporated into the Agreement.]

Appendix H-1

Prevailing Wage, Hours, and Related Information for Security Employees

Labor and Employment Code Article 102.11 - Security Employees

This chart is submitted as the prevailing hourly wage rate and fringe benefits required for Security Guard Services at any facility or any property owned or leased by the City.

Rates effective January 1, 2026, until superseded.

	EMPLOYER PAYMENTS			STRAIGHT-TIME		E OVERTIME HOURLY	
Classification	A, B Basic Hourly Rate	C Health& Welfare (Varies. Shown with employee only)	D (Varies. Shown at 5 years)	Hours	Total Hourly Rate	1.5X	2X
Security Officer	\$ 21.20	\$ 4.08	\$ 0.82	8	\$ 26.10	\$ 36.70	\$ 47.30

Footnotes

- A. No work performed on a named holiday is paid at 8 hours straight time. Work performed on a named holiday is paid at 1.5 times the basic hourly rate. Work performed on a named holiday during a shift in excess of 8 hours will be paid at 2 times the basic hourly rate. The named holidays are New Year's Day, July 4th, Juneteenth, Martin Luther King, Jr. Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, Christmas Day.
- B. Unless an employer provides uniform cleaning services, the employee shall receive \$0.25 per hour uniform maintenance benefit.
- C. Single employee contributions begin at 90 days of service; dependent benefits begin with 3 years. Required hourly rates: employee only \$4.08, capped at \$705.68 monthly; employee + 1 = \$7.84 capped at \$1,356.93 monthly; employee + 2 or more = \$11.34, capped at \$1,962.60 monthly. "Dependent" means dependent as defined in the Internal Revenue Code (26 U.S.C. sec. 152). Note that if Health and Welfare payments are not required, other San Francisco benefit requirements, such as the Health Care Security Ordinance and Minimum Compensation Ordinance may still apply.
- D. Upon completion of 1 year of continuous service and 1600 hours, vacation is paid at +1, 3, 6, and 15 year rates. Partial rates - defined as 50% of the full rate - are for 6 months or more continuous service and 800 hours in a year.

	> 1 year	3+ Years	6+ Years	15+ Years
Security Officer	\$ 0.41	\$ 0.82	\$ 1.22	\$ 1.63

E. 1.5X Overtime rates = (1.5 x basic hourly rate) + health and welfare + vacation. All work in excess of 8 hours in one day, 40 hours in one week, or on the 6th consecutive day of work week is paid at 1.5X rate. 2X Overtime rates = (2 x basic hourly rate) + health and welfare + vacation. All work performed in excess of 12 hours in one day or on the 7th consecutive day of work week is paid at 2X rate.

Note: Seniority-based benefits are calculated using the date of hire with Employer.

The table is based on the Collective Bargaining Agreement between Universal Protection Services LP, dba Allied Universal Security Services, Securi-tas Security Services USA, Inc., GardaWorld Security, ProGuard Security, ABC Security Services, Chenega Security California Corp., Prosegur Security, Genesis Security, PalAmerican Security and Services Employees International Union, United Services Workers West from October 1, 2022 through June 30, 2026.

Appendix H-2

Current Employee Classifications, Billing Rates, and Staffing Information

The table below presents incumbent contractor billing rates and employee counts for background information. These billing rates are not employee wage rates and are not required pricing, minimum pricing, or SFMTA-approved benchmarks.

Classification	Fully Burdened Hourly Billing Ratee	Number of Employees
Unarmed Officer - Prime	\$39.29	21
Unarmed Officer- Subcontractor(s)	\$39.29	72
Video Surveillance	\$40.58	14
Security Console	\$40.58	16
Mobile Patrol	\$40.58	11
Armed Officer	\$42.86	9
Badging Clerk	\$43.70	1
Armed Supervisor	\$45.37	1

Appendix H-3
Current Security Guard Shift Schedule

Appendix H-3 is a separate file and will be provided upon receipt of the completed Appendix B (Non-Disclosure Agreement).

Appendix H-4
Current Contract Service-Level and Rate Information

For Context Only

This Appendix H-4 summarizes selected current-contract pricing and service-level information from Contract No. SFMTA-2018-48 between the SFMTA and Universal Protection Service, LP, dba Allied Universal Security Services.

This Appendix is provided for context only. Proposers may use this information to understand current service categories, historical service levels, and the current-contract rate structure. Proposers shall not treat the incumbent contractor's billing rates, fully burdened rates, estimated yearly costs, or contract not-to-exceed amounts as required pricing, minimum pricing, or SFMTA-approved benchmarks.

1. Contract No. SFMTA-2018-48: Personnel Classifications and Fully Burdened Hourly Billing Rates

Classification	2020	2021	2022	2023	2024	2025	2026	2027
Unarmed Officer	\$35.18	\$35.89	\$36.87	\$37.85	\$38.83	\$39.80	\$39.29	\$39.29
Video Surveillance	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Security Console	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Mobile Patrol	\$36.51	\$37.21	\$38.19	\$39.16	\$40.14	\$41.11	\$40.58	\$40.58
Armed Officer	\$38.90	\$39.59	\$40.56	\$41.53	\$42.49	\$43.45	\$42.86	\$42.86
ADA Observer	\$33.86	\$34.56	\$35.55	\$36.53	\$37.52	\$38.50	\$38.01	\$38.01
Badging Clerk	\$39.83	\$40.52	\$41.49	\$42.45	\$43.41	\$44.36	\$43.70	\$43.70
Armed Supervisor	\$41.50	\$42.17	\$43.13	\$44.09	\$45.05	\$45.99	\$45.37	\$45.37

2. Contract No. SFMTA-2018-48: Estimated Yearly Hours per Contract Year

Classification	Year 1	Year 2	Year 3	Year 4 (1st Op- tion)	Year 5 (2nd Op- tion)	Year 6 (3rd Op- tion)	Year 6 Service Level Changes	Year 7 Extension	Total
Unarmed Officer	126,860	126,860	126,860	126,860	126,860	126,860	76,448	203,308	1,040,916
Video Surveil- lance	30,836	30,836	30,836	30,836	30,836	30,836	-20,020	10,816	175,812
Security Console	8,736	8,736	8,736	8,736	8,736	8,736	2,080	10,816	65,312
Mobile Patrol	29,536	38,584	41,600	41,600	41,600	41,600	-29,952	11,648	216,216
Armed Officer	28,756	28,756	28,756	28,756	28,756	28,756	-8,476	20,280	184,340
ADA Observer	4,368	4,368	4,368	4,368	4,368	4,368	-2,028	2,340	26,520
Badging Clerk	2,080	2,080	2,080	2,080	2,080	2,080	0	2,080	14,560
Armed Supervisor	2,080	2,080	2,080	2,080	2,080	2,080	0	2,080	14,560
Totals	233,252	242,300	245,316	245,316	245,316	245,316	18,052	263,368	1,738,236

Appendix N
PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, The Municipal Transportation Agency of the City and County of San Francisco, State of California, has awarded to:

[Contractor]

hereinafter designated as the “Principal,” a contract, dated **[Month Date, 20XX]**, for:

Security Services
Contract No. SFMTA-2026-47-LOC (the “Contract”).

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract; and to furnish a separate bond for the payment of any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done (the “Bond”);

NOW, THEREFORE, we the Principal and _____,
as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

(PAYMENT BOND)

[\$ Amount]

and

[\$ Amount]

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes,

additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Surety, for value received, expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By: _____

Its: _____

Date: _____

SURETY

By: _____

Its: _____

Date: _____

**NOTE: Signature of Sureties must
be acknowledged by a Notary
Public**

CITY

By: _____
Greg Wagner, Controller

Date: _____

Approved as to form:

**David Chiu
City Attorney**

By: _____
**Annie Smiddy
Deputy City Attorney**

Appendix G - Fee Proposal Form

RFP No. SFMTA-2026-47-LOC: Security Services

Instructions to Proposers	
1	Complete all applicable yellow cells. All required pricing cells must be completed. Enter \$0 where no applicable cost or savings exists. Leave unused optional rows blank.
2	All pricing must reflect 2027 pricing.
3	The Overhead and Profit Percentage Markup must not include hourly wage rates or required benefits paid to Security Guard employees.
4	The Overhead and Profit Percentage Markup must include all overhead, profit, contract management, scheduling, dispatch administration, payroll administration, invoice preparation, quality assurance administration, corporate support, vehicle and parking costs, Required Base-Service Technology, reporting tools and data systems, and other non-labor costs not separately authorized by the SFMTA.
5	For each Required Base-Service Technology item, provide the estimated one-time and annual recurring costs attributable to the item. These costs are for pricing transparency, are not separately scored. All such costs must remain included in the Overhead and Profit Percentage Markup and may not be separately charged to the SFMTA.
6	The Total Average Overhead and Profit Percentage Markup will be scored for up to 70 points. ISDAs and Optional Enhancements will be scored separately for up to 30 Fee Proposal points based on their net financial benefit to the SFMTA.
7	For each ISDA or Optional Enhancement submitted under RFP Section IV.C.8, use the same unique identifier in this workbook and the Written Proposal. Calculate costs and savings in 2027 dollars over the five-year evaluation period consisting of Contract Years 1 through 3 and Option Years 1 and 2.
8	Baseline Requirements may not be shifted to or repriced as an ISDA or Optional Enhancement.
9	Transition and Mobilization costs must be separately identified and may not duplicate costs included in the Overhead and Profit Percentage Markup, Base-Service Technology pricing disclosure, or another pricing category.
10	Proposer may not recover the same cost through more than one pricing category.
11	Submit this completed Excel workbook as Proposal Part 3 – Fee Proposal.

Legend	
Yellow cells	Proposer input
Gray cells	Formula / SFMTA use / do not overwrite
Green cells	Summary totals
Blue headers	Section headers and instructions