

THIS PRINT COVERS CALENDAR ITEM NO. : 10.10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: System Safety

BRIEF DESCRIPTION:

Requesting that the Municipal Transportation Agency Board of Directors approve the Second Amendment to the Software Support and Maintenance Agreement (Agreement) with Transportation Resource Associates, Inc. (TRA) to extend the contract for an additional two years until February 28, 2017, at an additional cost of \$37,968.

SUMMARY:

- The SFMTA entered into an Agreement with TRA in 2005 to provide software support and maintenance for the TransitSafe Safety Management Database and Software (TransitSafe). This Agreement expired on February 28, 2014.
- On March 1, 2014, the Director of Transportation executed the First Amendment to increase the term by one year until February 28, 2015.
- This Second Amendment will extend the term of the Agreement for two more years at an additional cost of \$37,968.
- On December 30, 2014, the SFMTA entered into a contract with Intalex Technologies for a new safety management and tracking system. This Amendment is necessary in order for the SFMTA to transition to the new software and database system without interrupting current incident tracking and reporting.
- SFMTA Board approval is required since the Second Amendment will extend the Agreement in excess of ten years.
- Funding for this contract amendment is available in System Safety Division's FY15-16 operating budget.

ENCLOSURES:

1. Second Amendment to TRA Agreement

APPROVALS:

DATE

DIRECTOR _____ 2/23/15

SECRETARY _____ 2/23/15

ASSIGNED SFMTAB CALENDAR DATE: March 3, 2015

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PURPOSE

Approving the Second Amendment to the Agreement with TRA to extend the existing contract for an additional two years until February 28, 2017, at an additional cost of \$37,968.

GOAL

The SFMTA will further the following goals of the Strategic Plan through execution of the Second Amendment:

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

DESCRIPTION

On February 5, 2002, the SFMTA purchased a software system developed by TRA called TransitSafe to provide a database for accident tracking and reporting. The TransitSafe system included safety functions to address claims, training, and security management requirements. TransitSafe was also designed to address recommendations in a California Public Utilities Commission (CPUC) audit and to comply with CPUC and National Transit Database (NTD) regulatory reporting requirements. The cost for the TransitSafe system was \$184,863 which included a perpetual software license and a year of technical support and maintenance.

On September 1, 2004, the SFMTA executed a software license agreement with TRA to upgrade the TransitSafe System to a web-based version with customizations. The cost for the customized upgrades was \$96,011.

On March 1, 2005, the SFMTA executed the current Software Support and Maintenance Agreement with TRA for the TransitSafe system. The term of the Agreement was for up to nine years, until February 28, 2014, at an annual cost of \$18,984. On March 1, 2014, the Director of Transportation executed the First Amendment to this Agreement to increase the term by one year until February 28, 2015.

In 2013, the SFMTA decided to replace the TransitSafe system with a more comprehensive and advanced safety management software product and database. On March 20, 2013, the SFMTA issued a Request for Information (RFI) for a new safety management software system. Following the receipt of RFI responses, SFMTA staff reviewed the information submitted including product capabilities and held demonstrations to consider the availability and feasibility of potential safety management software systems that would meet the SFMTA's needs. On December 30, 2014, the Director of Transportation executed a contract with Intelx Technologies, Inc. for a term of three months (January 1, 2015 – March 31, 2015) and a cost of \$106,515. The purpose of the contract is to develop the scope for a new Agency-wide safety management software system that provides a common platform to accurately collect, track, analyze, and report the full life cycle of SFMTA incident information in a timely manner. This

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web-based application will establish, standardize, and improve the business rules, methodology, and overall efficiency of the existing safety management software system. This will encompass capturing workers compensation detail, allowing Industrial Safety staff to perform electronic safety inspections in the field using a hand-held device, provide a standardized way of collecting security incident information, enable senior leaders to assess costs associated with specific types of claims filed against the SFMTA, provide incident information and damages incurred by non-revenue vehicles, and potentially capture video footage with actual incident records. The system will also create and monitor corrective actions and audits, and generate reports and dashboards in one integrated system. Given the size of the project, we are completing it in two phases. Phase I, which is currently underway, is the development of the contract's scope of work and schedules. This will entail a series of design workshops conducted by SFMTA and Intelx Technologies where both will gather information and the specifications required from all the subject matter experts (SME's) or users of the system. Upon completion of Phase I, a contract for Phase II will be negotiated to implement and train SFMTA staff on the new system. The transition to the new safety management system is expected to take approximately one year.

This Second Amendment is necessary in order to provide time for the SFMTA to transition to the new safety management system. SFMTA Board approval is required since the Second Amendment will extend the Agreement in excess of ten years. Pursuant to San Francisco Administrative Code section 21.30(a), Board of Supervisors approval is not necessary. The Amendment was originally intended for consideration at the February 17, 2015 meeting but due to the lack of a quorum the Amendment is now being submitted for consideration at the March 3, 2015 meeting. Therefore, the approval will be retroactive to March 1, 2015.

FUNDING IMPACT

The cost to extend the Agreement for an additional two years is \$37,968. Funding is budgeted in the System Safety Division's FY 15 and FY 16 budget.

RECOMMENDATION

Recommend that the SFMTA Board of Directors approve the Second Amendment to the Software and Maintenance Agreement with Transportation Resource Associates for the TransitSafe system until February 28, 2017, at an additional cost of \$37,968.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On March 1, 2005, SFMTA executed a Software Support and Maintenance Agreement (Agreement) with Transportation Resource Associates, Inc (TRA) for the TransitSafe system for up to nine years, until February 28, 2014, at an annual cost of \$18,984; and,

WHEREAS, This Agreement did not require SFMTA Board approval since the contract term and amount was within the Director of Transportation's authority to approve; and,

WHEREAS, On March 1, 2014, the Director of Transportation executed the First Amendment to this Agreement to increase the term by one year, until February 28, 2015, and was within the Director of Transportation's authority to approve; and,

WHEREAS, The proposed Second Amendment extends the Agreement for two additional years, until February 28, 2017, at an additional cost of \$37,968; and,

WHEREAS, On December 30, 2014, the SFMTA entered into a contract with Intelx Technologies for a new safety management system; however, given the size of the project, the implementation and transition to the new system is expected to take approximately one year; and,

WHEREAS, The Second Amendment is necessary to provide time for the SFMTA to transition to the new safety management system and SFMTA Board approval is necessary since the Agreement will be extended in excess of ten years; now, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the Second Amendment with Transportation Resource Associates, Inc. for the TransitSafe system to extend the term of the contract for an additional two years, until February 28, 2017, at an additional cost of \$37,968 and retroactive to March 1, 2015.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 3, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

**Second Amendment to the Software Support and Maintenance Agreement
Between The City and County Of San Francisco and
Transportation Resource Associates, Inc.
1608 Walnut Street, Suite 1602
Philadelphia, PA 19103**

THIS AMENDMENT (this “Amendment”) is made as of the _____ day of February 2015, in San Francisco, California, by and between **Transportation Resource Associates, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the duration of the contract.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated March 1, 2005 between Contractor and City, as amended by the First Amendment dated February 26, 2014.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 3 (“Term of the Maintenance Agreement”) of the Agreement currently reads as follows:

Subject to Section 2, the term of this Maintenance Agreement shall be from March 1, 2005 through February 28, 2015.

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

Subject to Section 2, the term of this Maintenance Agreement shall be from March 1, 2005 through February 28, 2017.

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3. Effective Date. The modification set forth in Section 2 shall be effective on March 1, 2015.

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

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Transportation Resource Associates, Inc.
_____ Edward D. Reiskin Director of Transportation	_____ Clare Epstein Vice President Transportation Resource Associates, Inc. 1608 Walnut Street Suite 1602 Philadelphia, Pa
Approved as to Form: Dennis J. Herrera City Attorney	City vendor number: 52482
By: _____ John I. Kennedy Deputy City Attorney	
AUTHORIZED BY: MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS	
Resolution No: _____	
Adopted: _____	
Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors	

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