

THIS PRINT COVERS CALENDAR ITEM NO: 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving SFMTA Contract No. SFMTA-2020-53, Maintenance of SFMTA's Faregates and Ticket Vending Machines with Cubic Transportation Systems for the ongoing maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$2.6 million, and a term not to exceed two years, with an option to extend the Contract for one additional year.

SUMMARY:

- The SFMTA currently operates 40 ticket vending machines (TVMs) and 122 faregates, Cubic Transportation Systems (Cubic) installed in 2010 as part of the Clipper® fare payment card contract administered by the Metropolitan Transportation Commission (MTC).
- Cubic currently provides comprehensive maintenance services for the TVMs and faregates under the MTC contract.
- Under the proposed contract, the SFMTA will self-perform basic routine and preventative maintenance of the TVMs and faregates, and Cubic would perform more complex technical repairs. The SFMTA would pay Cubic labor charges for services performed, and would discontinue paying a maintenance fee for each TVM and faregate, saving approximately \$2.1 million over the term of the proposed contract.
- Due to the proprietary nature of the TVMs and faregates, the technical repair services for the TVMs and faregates are only available from Cubic, and the SFMTA has obtained a Sole Source waiver for this contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract with Cubic Transportation Systems

APPROVALS:

DIRECTOR Jeffrey Timlin
SECRETARY Caroline Celaya

DATE

December 29, 2020
December 29, 2020

ASSIGNED SFMTAB CALENDAR DATE: December 15, 2020

PAGE 2.

PURPOSE

Approving SFMTA Contract No. SFMTA-2020-53, Maintenance of SFMTA's Faregates and Ticket Vending Machines with Cubic Transportation Systems for the ongoing maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$2.6 million, and a term not to exceed two years, with an option to extend the Contract for one additional year.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following SFMTA Strategic Plan Goals and Objectives.

Goal 4: Create a workplace that delivers outstanding service.

Objective 4.1: Strengthen morale and wellness through enhanced employee engagement, support, and development.

Objective 4.5: Increase the efficiency and effectiveness of business processes and project delivery through the implementation of best practices.

This action supports the following Transit First Policy Principle:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.

DESCRIPTION

In 2010, in conjunction with the regional transition to the Clipper fare payment card program, the SFMTA replaced aging faregates and change machines with Clipper integrated equipment manufactured by Cubic. The SFMTA currently operates forty ticket vending machines (TVMs) and 122 faregates. This number will increase to 51 TVMs and 149 faregates upon the opening of the Central Subway. The procurement and installation of this equipment was included in the regional Clipper® contract administered by the MTC and managed by Cubic.

Cubic currently provides comprehensive maintenance service for TVMs and faregates under the MTC contract. The SFMTA pays the costs of those maintenance services under a Memorandum of Understanding between the SFMTA and MTC. The SFMTA has determined that it can more efficiently perform basis maintenance of the TVMs and faregates with SFMTA staff, but Cubic must be retained to perform more complex technical maintenance and repairs. The SFMTA has notified MTC that the SFMTA will contract directly with Cubic for those services.

PAGE 3.

The SFMTA currently pays a maintenance fee for each TVM and faregate in service, regardless of the maintenance services Cubic actually provides. The SFMTA has determined that it will be more economical to self-perform basic maintenance, and pay Cubic per-service labor charges for more complex technical maintenance and repair services.

Cubic will train SFMTA staff to perform routine and preventative maintenance functions, such as removing jammed cards and bills, replenishing receipt and ticket stock, and troubleshooting basic functions to determine causes of faults. Following a transition period, that SFMTA Fare Collection Receivers from the Revenue Operations Section will be responsible for general maintenance of the TVMs and faregates.

STAKEHOLDER ENGAGEMENT

Management has met with representatives of Service International Employees' Union Local 1021 (SEIU) to review the job duties associated with the routine maintenance of the TVMs and faregates. SEIU agrees that this work is consistent with the Senior Fare Collection Receiver job classification.

ALTERNATIVES CONSIDERED

The SFMTA considered continuing to have Cubic perform all maintenance services, but staff have determined that SFMTA staff can perform routine maintenance and repairs to the TVMs and faregates at lower cost to the Agency.

FUNDING IMPACT

By self-performing routine maintenance on the TVMs and faregates, as well as shifting Cubic's compensation from a per unit maintenance fee to actual labor costs, the SFMTA will save approximately \$2.1 million over the three-year term of the contract. The increase in cost under the current contract shown in the second year is associated with the planned opening of the Central Subway. Under the current contract, the increase maintenance costs for this equipment would be approximately \$400,000 a year.

	Existing Contract	Proposed Contract	Savings
Year One	1,239,337	844,686	394,651
Year Two	1,693,210	844,607	848,603
Year Three	1,744,006	896,031	847,975
TOTAL	4,676,553	2,585,324	2,091,229

PAGE 4.

ENVIRONMENTAL REVIEW

On October 16, 2020, the SFMTA, under authority delegated by the Planning Department, determined that the approval of Cubic Maintenance Contract No. SFMTA-2020-53 is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Authorization for this contract action was approved by the Civil Service Commission on June 1, 2020 (PSC#44950-19/20).

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve SFMTA Contract No. SFMTA-2020-53, Maintenance of SFMTA’s Faregates and Ticket Vending Machines with Cubic Transportation Systems for the ongoing maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$2.6 million, and a term not to exceed two years, with an option to extend the Contract for one additional year.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA currently operates 40 ticket vending machines (TVMs) and 122 faregates, which Cubic Transportation Systems (Cubic) installed in 2010 as part of the Clipper® fare payment card contract with Cubic that is administered by the Metropolitan Transportation Commission (MTC); and,

WHEREAS, Cubic currently provides comprehensive maintenance services for the TVMs and faregates under the MTC-Cubic contract; and,

WHEREAS, Under the proposed contract, the SFMTA will self-perform basic routine and preventative maintenance of the TVMs and faregates, and Cubic will perform more complex technical repairs; and,

WHEREAS, Under the proposed contract, the SFMTA will pay Cubic labor charges for services performed, and will discontinue paying a maintenance fee for each TVM and faregate, saving approximately \$2.1 million over the term of the proposed contract; and,

WHEREAS, Due to the proprietary nature of the TVMs and faregates, the technical repair services for the TVMs and faregates are only available from Cubic, and the SFMTA has obtained a Sole Source waiver for this contract; and,

WHEREAS, The SFMTA has notified MTC of the intent to contract directly with Cubic for these services; and,

WHEREAS, Authorization for this contract action was approved by the Civil Service Commission on June 1, 2020 (PSC#44950-19/20); and,

WHEREAS, On October 16, 2020, the SFMTA, under authority delegated by the Planning Department, determined that the approval of Cubic Maintenance Contract No. SFMTA-2020-53 is not a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves SFMTA Contract No. SFMTA-2020-53, Maintenance of SFMTA’s Faregates and Ticket Vending Machines with Cubic Transportation Systems for the ongoing maintenance of Clipper® ticket vending machines and faregates located in Muni Metro stations for an amount not to exceed \$2.6 million, and a term not to exceed two years, with an option to extend the Contract for one additional year.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of December 1, 2020.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

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

Contract No. SFMTA-2020-53

Table of Contents

Article 1: Definitions..... 1

Article 2: Term of the Agreement 4

Article 3: Financial Matters..... 4

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation..... 4

3.2 Guaranteed Maximum Costs..... 4

3.3 Compensation 4

 3.3.1 Payment 4

 3.3.2 Payment Limited to Satisfactory Services..... 5

 3.3.3 Withhold Payments..... 5

 3.3.4 Invoice Format..... 5

 3.3.5 Reserved. (LBE Payment and Compliance Tracking System)..... 5

 3.3.6 Getting Paid by the Cityfor Goods and/or Services..... 5

3.4 Audit and Inspection of Records..... 6

3.5 Submitting False Claims 6

3.6 Payment of Prevailing Wages 6

 3.6.1 Covered Services 6

 3.6.2 Wage Rates 6

 3.6.3 Subcontract Requirements 7

 3.6.4 Posted Notices 7

 3.6.5 Payroll Records..... 7

 3.6.6 Certified Payrolls 7

 3.6.7 Compliance Monitoring..... 7

 3.6.8 Remedies..... 8

Article 4: Services and Resources..... 8

4.1 Services Contractor Agrees to Perform 8

4.2 Qualified Personnel..... 9

4.3 Subcontracting 9

4.4 Independent Contractor; Payment of Employment Taxes and 9

 4.4.1 Independent Contractor 9

 4.4.2 Payment of Employment Taxes and Other Expenses..... 10

4.5 Assignment 10

4.6 Warranty 11

Article 5: Insurance and Indemnity	11
5.1 Insurance.....	11
5.2 Indemnification	13
Article 6: Liability of the Parties	14
6.1 Limitation of Liability.....	14
6.2 Limitations on Special Damages	14
6.3 Indemnity for Infringement of Intellectual Property Rights	15
6.4 Liability for Use of Equipment.....	16
Article 7: Payment of Taxes	16
7.1 Contractor to Pay All Taxes.....	16
7.2 Possessory Interest Taxes	16
7.3 Withholding	17
Article 8: Termination and Default	17
8.1 Termination for Convenience	17
8.2 Termination for Default; Remedies	19
8.3 Non-Waiver of Rights.....	20
8.4 Services Provided by Attorneys.....	20
8.5 Department Liaison.....	21
8.6 Rights and Duties upon Termination or Expiration.....	21
Article 9: Rights In Deliverables	21
9.1 Ownership of Results.....	21
9.2 Works for Hire	22
Article 10: Additional Requirements Incorporated by Reference	22
10.1 Laws Incorporated by Reference	22
10.2 Conflict of Interest	22
10.3 Prohibition on Use of Public Funds for Political Activity.....	22
10.4 Consideration of Salary History.....	22
10.5 Nondiscrimination Requirements	23
10.5.1 Non Discrimination in Contracts.....	23
10.5.2 Nondiscrimination in the Provision of Employee Benefits.....	23
10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance	23
10.7 Minimum Compensation Ordinance.....	23
10.8 Health Care Accountability Ordinance	23
10.9 First Source Hiring Program.....	24

10.10 Alcohol and Drug-Free Workplace.....	24
10.11 Limitations on Contributions	24
10.12 Reserved. (Slavery Era Disclosure)	24
10.13 Reserved. (Working with Minors)	24
10.14 Consideration of Criminal History in Hiring and Employment Decisions.....	25
10.15 Reserved. (Public Access to Nonprofit Records and Meetings).....	25
10.16 Food Service Waste Reduction Requirements.....	25
10.17 Reserved. (Distribution of Beverages and Water)	25
10.18 Tropical Hardwood and Virgin Redwood Ban	25
10.19 Reserved. (Preservative Treated Wood Products)	25
Article 11: General Provisions	25
11.1 Notices to the Parties	25
11.2 Compliance with Americans with Disabilities Act.....	26
11.3 Incorporation of Recitals.....	26
11.4 Sunshine Ordinance	26
11.5 Modification of this Agreement.....	26
11.6 Dispute Resolution Procedure.....	26
11.6.1 Negotiation; Alternative Dispute Resolution.....	26
11.6.2 Government Code Claim Requirement	27
11.7 Agreement Made in California; Venue.....	27
11.8 Construction.....	27
11.9 Entire Agreement.....	27
11.10 Compliance with Laws	27
11.11 Severability	27
11.12 Cooperative Drafting	28
11.13 Order of Precedence.....	28
11.14 Notification of Legal Requests	28
Article 12: SFMTA Specific Terms	28
12.1 Large Vehicle Driver Safety Training Requirements	28
Article 13: Data and Security	29
13.1 Nondisclosure of Private, Proprietary or Confidential Information	29
13.1.1 Protection of Private Information	29
13.1.2 Confidential Information	29
13.2 Payment Card Industry (PCI) Requirements	29

13.3 Reserved. (Business Associate Agreement) 30

13.4 Management of City Data and Confidential Information 30

 13.4.1 Access to City Data 30

 13.4.2 Use of City Data and Confidential Information 30

 13.4.3 Disposition of Confidential Information 30

13.5 MacBride Principles 31

13.6 Included Appendices 31

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

**Agreement between the City and County of San Francisco and
Cubic Transportation Systems, Inc.
Contract No. SFMTA-2020-53**

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

Recitals

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

B. The Equipment is installed at Muni Metro stations as described in Appendix A-1. The SFMTA anticipates that additional Equipment will be obtained and installed in the Central Subway underground stations. Currently, Contractor performs First, Second, and Third Line Maintenance on this Equipment under the MTC Contract.

C. Through this Agreement, the SFMTA contracts with Contractor to train SFMTA to perform all First Line Maintenance tasks, and Contractor will perform on call and component repair maintenance.

D. The City's Contract Monitoring Division (CMD) approved the Contractor as a sole source for the required services on June 16, 2020.

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

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

G. The City's Civil Service Commission approved Contract No. 44950-19/20 for this Agreement on June 1, 2020.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

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

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

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

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

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

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

1.6 “**City Data**” or “**Data**” means all data generated by the ticket vending machines and faregates and given to Contractor by City in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Term of the Agreement

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

2.2 The City has the option to renew the Agreement for one year. The Director of Transportation may exercise that option by letter, which shall extend the term of this Agreement under the terms and conditions stated in this Agreement.

Article 3 Financial Matters

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

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is

set out in Appendix B (Calculation of Charges). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her reasonable discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Two Million, Five Hundred and Eighty-Five Thousand, Three Hundred and Thirteen Dollars (\$2,585,313)**. The breakdown of charges associated with this Agreement appears in Appendix B. The City may withhold a portion of payment as retention, as described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA and must include a unique invoice number. City will make payment as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Compliance Tracking System).

3.3.6 Getting Paid by the City for Goods and/or Services.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

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

3.6 Payment of Prevailing Wages .

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

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement.

Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (OLSE) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

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

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

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

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage

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

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

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

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

4.3 Subcontracting.

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

4.3.2 Contractor will not employ subcontractors.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not

performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses.

(a) If the San Francisco Tax Collector, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determines that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). The SFMTA shall then forward those amounts to the relevant taxing authority.

(b) If a relevant taxing authority determines a liability for past services performed by Contractor for the SFMTA, then upon notification of such fact by the SFMTA, Contractor shall promptly remit such amount due or arrange with the SFMTA to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the SFMTA. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless the City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable

satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(e) Technology Errors and Omissions Liability coverage, with limits of \$5,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

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

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or

third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$5,000,000 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) Contractor shall maintain throughout the term of this contract, at no expense to the City, a Crime Policy (Employee Dishonesty Coverage) that includes coverage for employee dishonesty, forgery and alteration, theft of money and securities, conversion and/or theft via electronic means, endorsed to cover third party fidelity, covering all officers and employees in an amount not less than \$1,000,000 with any deductible not to exceed \$50,000 and including City as additional obligee or loss payee as its interest may appear.

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

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

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

5.1.5 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except where such Claims are the result of the sole active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent

rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Limitation of Liability.

6.1.1 The City's total liability to Contractor for the Services shall be limited to the value of the Services completed in accordance with the requirements of this Agreement, said amount not to exceed the Contract Amount stated in Section 3.3.1, as that amount may be modified by a properly approved and executed Change Order.

6.1.2 Except as provided herein, Contractor' liability to the City under this Agreement shall be limited to the direct damages arising from Contractor' breach of this Agreement or Contractor' negligence in performing the Services and which shall be limited to not exceed the Contract Amount stated in Section 3.3.1, as that amount may be modified by a properly approved and executed Change Order. Said limitation on liability shall not apply to:

- a.** damages and other liability caused by Contractor's willful, intentional acts or omissions;
- b.** any applicable statute, City Ordinances, and Codes;
- c.** damages to the City or to third parties that fall within the insurance coverages required under the Agreement under 5.1 above;
- d.** Contractor's warranty obligations under the Agreement;
- e.** damages and other liability arising under claims by third parties, including indemnity or contribution for claims brought by a third party;
- f.** liability for violation of regulations and laws;
- g.** damages and other liability for infringement of any intellectual property right (see Section 6.3, below);

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

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

This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or recession of the Services or this Agreement, negligence or strict liability by the City, its boards and commissions, and their representatives, contractors or agents.

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

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

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

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

6.2.6 liability for violation of environmental regulations and laws;

6.2.7 damages and other liability for infringement of any intellectual property right (as provided in Section 6.3, below).

6.3 Indemnity for Infringement of Intellectual Property Rights.

6.3.1 Contractor shall indemnify, defend, and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City of the Proprietary Equipment or Software to be supplied in the performance of this Agreement. Contractor shall at its sole expense and election, provided any such election does not result in any cost to the City arising from the claim, either: (1) indemnify the City; or (2) obtain the right to use the infringing item; or (3) modify the infringing item so that it becomes

non-infringing; or (4) replace the infringing item with a non-infringing item, subject to the requirements of Section 6.3.4, below.

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

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

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

6.4 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes

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

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries,

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

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any 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 reasonable 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 The City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

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

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

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

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a

custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

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

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

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

8.4 Services Provided by Attorneys . Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors

of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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

8.6 Rights and Duties upon Termination or Expiration.

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

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

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

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (a) asking such applicants about their current or past salary or (b) disclosing a current or former employee's salary history without that employee's

authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission's minimum standards, is

available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

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

10.17 Reserved. (Distribution of Beverages and Water).

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

10.19 Reserved. (Preservative Treated Wood Products).

Article 11 General Provisions

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

To City: Diana Hammons
Senior Manager, Revenue Collection & Sales
San Francisco Municipal Transportation Agency
1 South Van Ness Ave., 6th Floor

San Francisco, CA 94103
Diana.Hammons@sfmta.com

To Contractor: Sterrett Brandt
Senior Contracts Manager
Cubic Transportation Systems, Inc.
5650 Kearny Mesa Road
San Diego, CA 92111
sterrett.brandt@cubic.com

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

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative

decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

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

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

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements.

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

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a

penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

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

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

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

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

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

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

13.3 Reserved. (Business Associate Agreement).

13.4 Management of City Data and Confidential Information.

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

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

13.4.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within 48 hours return all Confidential Information, including all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall, within 10 business days, purge all Confidential Information from its servers, any hosted

environment Contractor has used in performance of this Agreement, work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

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

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

Appendix A:	Scope of Services
Appendix A-1:	TVM and faregate locations
Appendix B:	Calculation of Charges

Signatures on following page.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary, SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2020\1000426\01501375.docx</p>	<p>CONTRACTOR</p> <p>Cubic Transportation Systems, Inc.</p> <hr/> <p>Sterrett Brandt Senior Contracts Manager 5650 Kearny Mesa Road San Diego, CA 92111</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number: 0000022031</p>
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**Appendix A
Scope of Services**

1. Description of Services

Contractor shall provide the SFMTA with maintenance services as described in this Agreement, and shall train SFMTA personnel to perform all First Line Maintenance tasks. Contractor will perform on call and component repair maintenance, as described in this Agreement. Contractor shall respond to all SFMTA calls for assistance as provided in this Agreement. The SFMTA will determine when it is appropriate for SFMTA technicians to request assistance.

2. First Line Equipment Maintenance Training

a. Initial Training

- i. Contractor will provide one week of Equipment Maintenance Training at the Cubic Test Lab in San Francisco. The training will be a comprehensive course with hands-on repair training and tests after each module to confirm that the student has fully grasped the material presented. Once the modular training is complete, each student will be assigned to a Contractor technician for one month to follow the technician through their daily tasks. At the end of the course, Contractor will test each student to confirm that the student has understood the training and can perform the required functions.
- ii. All training shall be completed prior to the responsibilities for maintenance transferring to SFMTA technicians.

b. Additional Training

- i. If requested by SFMTA, when technicians are replaced or supplemented, and new staff is hired, Contractor shall provide additional training under a Purchase Order for the new staff.
- ii. If SFMTA chooses to train new staff internally, Contractor will assess the readiness of the staff through testing prior to the new SFMTA staff beginning work on the TVMs and faregates.
- iii. SFMTA recognizes that both Contractor and MTC have an interest in maintaining the reputation of the Clipper Program and thus have an interest in ensuring the TVMs and faregates are functioning correctly.

- c. Training Manuals:** Contractor shall provide a detailed step-by-step maintenance manual showing how to conduct First Line Maintenance. The documentation shall include Quick Guide References that SFMTA technicians can use in the field.

3. First Line Equipment Maintenance

After completing Equipment maintenance training as described in Section 2, SFMTA technicians shall perform all First Line Maintenance tasks as described in this Section 3.

a. Equipment Monitoring

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

b. Ticket Vending Machine Maintenance

- i. **Preventive Maintenance:** SFMTA technicians will perform Preventative Maintenance (PM) on the Equipment following Contractor's PM schedule as outlined in Appendix C.
- ii. **Stock Replenishment:** SFMTA staff will provide the following TVM stock replenishment functions on an as-needed basis:
 - a. Replenish contactless smart card stock in TVMs
 - b. Replenish smart card roll stock in TVMs
 - c. Replenish receipt printer paper roll stock in TVMs
- iii. **Unjamming the TVMs:** SFMTA staff will provide the following unjamming functions on an as-needed basis:
 - a. Remove jammed Extended Use smart cards from smart card transport in the TVMs
 - b. Remove jammed Limited Use smart card roll stock from TVM transports
 - c. Remove jammed paper from TVM receipt printer
 - d. Unjam the Bill Handling Unit
 - e. Unjam the coin transport path
 - f. Unjam the coin acceptor
 - g. Unjam the recirculating coin tubes
 - h. Unjam the coin hoppers

- iv. **TVM Troubleshooting:** SFMTA staff will follow TVM troubleshooting processes taught during the initial training in order to determine the cause of a fault for the following modules in the TVM:
 - a. Power Fault Isolation
 - b. DIP Reader
 - c. PIN pad
 - d. Receipt Printer
 - e. Coin Acceptor
 - f. Bill Handling Unit
 - g. Alarm Module
 - h. Smart Card Roll Stock Transport
 - i. Smart Card Transport
 - j. Scrolling Display Assembly
 - k. Electric Lock Fault Isolation
 - l. Data Fault Isolation

c. **Faregate Maintenance**

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

4. **Second Line Equipment Maintenance**

Contractor shall perform on-call Second Line and Depot Maintenance tasks as described in this Section 4.

- a. **Contractor Maintenance Support:** Contractor shall maintain a workshop (depot) on SFMTA's premises and that facility will be staffed from 7:00 a.m. to 11:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday and Sunday.

b. Contractor Help Desk: City shall provide Contractor with timely notification of any Second Line Equipment Maintenance issues by contacting Contractor's Customer Support at 1-888-998-7888.

c. Second Line Equipment Maintenance

- i. Contractor staff shall be responsible for responding to any call made by authorized SFMTA personnel to assist in repairing or maintaining Ticket Vending Machines and Faregates. An authorized SFMTA technician can contact the Contractor Help Desk and request assistance with any maintenance task. The SFMTA technician must be able to describe the issue to the Help Desk, so that the Contractor technician can bring the correct tools and parts to repair or replace the faulty item. The details required for each call are the Device ID for the device and a concise description of the issue.
- ii. Contractor technician will respond to Contractor Help Desk calls within four hours by coming to the location and repairing the equipment or removing and replacing a component. The four-hour window is required to enable the technician to travel from the SFMTA Depot Facility to the location of the issue.
- iii. If the technician stationed at SFMTA Depot Facility is busy on another call, and it is between the hours of 7:00 a.m. and 11:00 p.m. on weekdays, the technician will proceed to the next maintenance call once finished with the existing call.
- iv. If the technician is unable to attend to any additional calls during his shift, the repairs will be performed by the next technician on call, whether that is the same day or the next day. This will all be covered under the per month lump sum fee.

d. On-Call Equipment Maintenance

- i. If the scheduled maintenance technician is on a call, and there is an additional issue that SFMTA deems urgent, an authorized SFMTA technician can contact the Contractor Help Desk and request immediate assistance. The Contractor Help Desk will contact the maintenance technician and/or the Contractor Concord Field Services Office to send a second technician to respond to the call. This will be paid for on a time and material basis, and each

call will have a minimum four-hour charge. If more time is required to travel to the Equipment and repair or replace the module, then the full amount of travel time and repair time will be charged.

- ii. If the problem has not been correctly described, as outlined in section 4.c.i, by the SFMTA technician and the on-call Contractor technician has to return to the SFMTA office to pick up the correct tool or part, SFMTA will pay for the time for Contractor's technician to return to the Depot Facility to retrieve the correct tool or part required to perform the task.

5. Bench Repairs

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

6. Equipment Maintenance Request Reports

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

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

7. SFMTA Depot Facility

- a. First Line Maintenance requires that nonfunctioning modules within the Equipment will be replaced with functioning models and the nonfunctioning modules will be returned to Contractor for repair.
- b. The local facility located at One South Van Ness in San Francisco, CA shall contain the depot repair area where bench-level repairs are made and shall also serve as the location for inventory-controlled parts storage. Therefore, SFMTA will provide secure space (Depot Facility) for Contractor technicians to repair items and to store working spare parts for the SFMTA staff to use to replace nonfunctioning parts.

- c. The Depot Facility will be at least 15 feet by 15 feet, have electricity, adequate light and airflow for the comfort and safety of the Contractor technicians.
- d. SFMTA will ensure the Depot Facility can be securely locked and that keys made available to SFMTA employees are closely monitored. Contractor will likewise monitor the distribution and use of keys to the Depot.
- e. Adequate bathroom and break room facilities will be made available by SFMTA to the maintenance technicians on duty.
- f. SFMTA acknowledges that in performing depot repairs, Contractor technicians will make noise.

8. Provision of Test Equipment and Tools

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

9. Provision of Materials

- a. Materials, parts and consumables shall be purchased by Contractor, and SFMTA will provide a Purchase Order to pay for said items.
- b. Contractor shall present SFMTA with a list of the required items and SFMTA shall approve the purchase prior to Contractor placing the order.
- c. Once paid for, the material, parts and consumables title shall transfer to the SFMTA and shall be SFMTA property, which Contractor may use for the execution of the Services and for no other purpose.
- d. Contractor shall account for all the materials in its possession or control and provide a status report to SFMTA upon request.
- e. Any residual materials and equipment remaining at the termination of this Agreement shall be delivered to SFMTA in good condition, subject to reasonable wear and tear, or shall be disposed of or dispatched by Contractor as directed by SFMTA.

10. Hardware or Software Upgrades

- a.** If upgrades become available for the Equipment software or hardware, Contractor will bring them to the attention of SFMTA.
- b.** SFMTA will provide a change order to this Agreement for any hardware or software costs required to implement an upgrade.
- c.** Contractor technicians will perform any upgrades during periods when they are not performing maintenance work, if both Parties agree that this upgrade is the best use of technicians' time and is feasible under existing scheduled hours.
- d.** If both Parties agree that the upgrade is either too urgent or will take too much time, Contractor will also include in the change order the cost of labor to implement the upgrade.

11. Revenue Collection

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

12. Additional Services

- a.** Services that are not described in this Appendix A are Additional Services. The SFMTA will compensate Contractor for Additional Services on a time and materials basis or negotiated lump sum.
- b.** The following are Additional Services :
 - i.** Replacement of Equipment or parts due to vandalism, fraud, terrorism, or natural disaster.
 - ii.** Updates to devices from SFMTA policy decisions.
 - iii.** Updates to devices due to currency changes which require hardware modification.
 - iv.** Maintenance of electrical power devices and cabling for the Equipment from the power cable termination points in the device to the power source.
 - v.** Maintenance of communications cable, fiber and equipment serving the Equipment from the termination point in the device to communications cabling origination point.

- c. SFMTA will provide written authorization for all Additional Services. The following persons are authorized to issue written directives for Additional Services on behalf of the SFMTA:
- Diana Hammons, Senior Manager Revenue Collection and Sales
 - Fred Schouten, Revenue Operations Manager

Appendix A-1 Equipment Locations

Station	Type	Part Number	Number	M5 ID	Device ID
Embarcadero West	TVM	1100-10023-1	1021	1949	TVM01101
	TVM	1100-10023-1	1024	1950	TVM01102
	TVM	1100-10023-1	1005	1951	TVM01103
	ACT	8100-10022	11	2434	SOC01101
	Gate	2100-10034-3	122	2221	SAG01101
	Gate	2100-10034-2	82	2222	RVG01102
	Gate	2100-10034-2	85	2223	RVG01103
	Gate	2100-10034-2	42	2224	RVG01104
	Gate	2100-10034-2	58	2225	RVG01105
Gate	2100-10034-1	90		EC011WP	
Embarcadero East	TVM	1100-10023-1	1026	1946	TVM01201
	TVM	1100-10023-1	1013	1947	TVM01202
	TVM	1100-10023-1	1006	1948	TVM01203
	ACT	8100-10022	14	2437	SOC01201
	Gate	2100-10034-3	120	2196	SAG01201
	Gate	2100-10034-2	28	2197	RVG01202
	Gate	2100-10034-2	56	2198	RVG01203
	Gate	2100-10034-2	65	2199	RVG01204
	Gate	2100-10034-2	12	2200	RVG01205
Gate	2100-10034-1	91		EC012EP	
Montgomery West	TVM	1100-10023-1	1010	1952	TVM02101
	TVM	1100-10023-1	1023	1953	TVM02102
	TVM	1100-10023-1	1012	1954	TVM02103
	ACT	8100-10022	7	2455	SOC02101
	Gate	2100-10034-3	123	2263	SAG02101
	Gate	2100-10034-2	16	2265	RVG02102
	Gate	2100-10034-2	62	2266	RVG02103
	Gate	2100-10034-2	33	2267	RVG02104
	Gate	2100-10034-1	93		EC021WP
	Gate	2100-10034-3	112	2264	RVG02114
	Gate	2100-10034-2	31	2268	RVG02113
	Gate	2100-10034-2	84	2269	RVG02112
	Gate	2100-10034-2	59	2270	SAG02111
Gate	2100-10034-1	95		EC021WR	
Montgomery East	TVM	1100-10023-1	1001	1880	TVM02201
	TVM	1100-10023-1	1035	1876	TVM02202
	TVM	1100-10023-1	1031	1875	TVM02203
	ACT	8100-10022	4	2456	SOC02201
	Gate	2100-10034-3	126	2273	SAG02201
	Gate	2100-10034-2	10	2274	RVG02202
	Gate	2100-10034-2	50	2275	RVG02203
	Gate	2100-10034-2	83	2276	RVG02204
	Gate	2100-10034-2	68	2277	RVG02205
	Gate	2100-10034-2	60	2278	RVG02206
	Gate	2100-10034-1	100		EC022EP

Station	Type	Part Number	Number	M5 ID	Device ID
Powell Street West	TVM	1100-10023-2	2005	1943	TVM03101
	TVM	1100-10023-1	1018	1944	TVM03102
	TVM	1100-10023-1	1033	1945	TVM03103
	ACT	8100-10022	6	2454	SOC03101
	Gate	2100-10034-3	117	2113	SAG03101
	Gate	2100-10034-2	87	2114	RVG03102
	Gate	2100-10034-2	19	2115	RVG03103
	Gate	2100-10034-2	79	2116	RVG03104
	Gate	2100-10034-1	107		EC031EP
	Gate	2100-10034-3	22	2112	SAG03111
	Gate	2100-10034-2	46	2118	RVG03112
	Gate	2100-10034-2	51	2117	RVG03113
	Gate	2100-10034-2	119	2119	RVG03114
Gate	2100-10034-1	104		EC031ER	
Powell Street East	TVM	1100-10023-1	1009	1940	TVM03201
	TVM	1100-10023-1	1014	1941	TVM03202
	TVM	1100-10023-1	1025	1942	TVM03203
	ACT	8100-10022	15	2453	SOC03201
	Gate	2100-10034-3	109	2153	SAG03201
	Gate	2100-10034-2	81	2152	RVG03202
	Gate	2100-10034-2	63	2151	RVG03203
	Gate	2100-10034-2	17	2150	RVG03204
	Gate	2100-10034-2	24	2149	RVG03205
	Gate	2100-10034-2	34	2148	RVG03206
	Gate	2100-10034-1	88		EC032EP
Civic Center West	TVM	1100-10023-2	2004	1795	TVM04101
	TVM	1100-10023-1	1019	1796	TVM04102
	TVM	1100-10023-1	1003	1797	TVM04103
	ACT	8100-10022	12	2452	SOC04101
	Gate	2100-10034-1	97		EC041WR
	Gate	2100-10034-2	25	2084	SAG04111
	Gate	2100-10034-2	71	2085	RVG04112
	Gate	2100-10034-3	118	2087	RVG04113
	Gate	2100-10034-3	115	2313	SAG04101
	Gate	2100-10034-2	77	2316	RVG04102
	Gate	2100-10034-2	76	2315	RVG04103
	Gate	2100-10034-2	27	2314	RVG04104
	Gate	2100-10034-2	21	2313	RVG04105
Gate	2100-10034-1	89		EC041WP	
Civic Center East	TVM	1100-10023-1	1028	1958	TVM04201
	TVM	1100-10023-1	1032	1959	TVM04202
	TVM	1100-10023-1	1034	1960	TVM04203
	ACT	8100-10022	8	2451	SOC04201
	Gate	2100-10034-1	106		EC042ER
	Gate	2100-10034-2	54	1792	SAG04211
	Gate	2100-10034-2	48	1969	RVG04212
	Gate	2100-10034-2	47	1793	RVG04213
	Gate	2100-10034-3	116	1794	RVG04214
	Gate	2100-10034-3	111	2105	SAG04201
	Gate	2100-10034-2	73	2082	RVG04202
	Gate	2100-10034-2	35	2080	RVG04203
	Gate	2100-10034-2	36	2081	RVG04204
Gate	2100-10034-1	99		EC042EP	

Station	Type	Part Number	Number	M5 ID	Device ID
Van Ness North	TVM	1100-10023-1	1037	2412	TVM05101
	TVM	1100-10023-2	1017	2402	TVM05102
	ACT	8100-10022	13	2449	SOC05101
	Gate	2100-10034-3	9	2403	SAG05101
	Gate	2100-10034-2	44	2405	RVG05102
	Gate	2100-10034-2	29	2406	RVG05103
	Gate	2100-10034-2	53	2407	RVG05104
	Gate	2100-10034-2	18	2408	RVG05105
	Gate	2100-10034-1	2		EC051NP
	Gate	2100-10034-3	8	2404	RVG05113
	Gate	2100-10034-2	3	2409	RVG05112
Gate	2100-10034-1	101		EC051NR	
Van Ness South	TVM	1100-10023-1	2001	2401	TVM05201
	ACT	8100-10022	18	2450	SOC05201
	Gate	2100-10034-3	127	2392	SAG05201
	Gate	2100-10034-2	86	2394	RVG05202
	Gate	2100-10034-2	57	2395	RVG05203
	Gate	2100-10034-2	49	2396	RVG05204
	Gate	2100-10034-2	4	2397	RVG05205
	Gate	2100-10034-1	1		EC052SP
	Gate	2100-10034-3	114	2393	RVG05213
	Gate	2100-10034-2	40	2398	RVG05212
Gate	2100-10034-1	102		EC052SR	
Church Street					
	TVM	1100-10023-1	1027	1938	TVM06102
	TVM	1100-10023-1	1016	1939	TVM06103
	ACT	8100-10022	10	2448	SOC06101
	Gate	2100-10034-3	113	2218	RVG06107
	Gate	2100-10034-2	23	2217	RVG06106
	Gate	2100-10034-2	74	2216	RVG06105
	Gate	2100-10034-2	30	2215	RVG06104
	Gate	2100-10034-2	55	2214	RVG06103
	Gate	2100-10034-2	72	2213	RVG06102
	Gate	2100-10034-2	80	2212	SAG06101
Gate	2100-10034-1	103		EC061EP	
Castro Street	TVM	1100-10023-1	1004	1881	TVM07101
	TVM	1100-10023-1	1015	1932	TVM07102
	TVM	1100-10023-1	1030	1933	TVM07103
	ACT	8100-10022	5	2447	SOC07101
	Gate	2100-10034-3	125	2227	SAG07101
	Gate	2100-10034-2	64	2228	RVG07102
	Gate	2100-10034-2	67	2229	RVG07103
	Gate	2100-10034-2	78	2230	RVG07104
	Gate	2100-10034-2	52	2231	RVG07105
	Gate	2100-10034-2	32	2232	RVG07106
	Gate	2100-10034-2	14	2233	RVG07107
	Gate	2100-10034-2	70	2234	RVG07108
Gate	2100-10034-1	96		EC071EP	

Station	Type	Part Number	Number	M5 ID	Device ID
Forest Hill	TVM	1100-10023-2	2006	1934	TVM08101
	TVM	1100-10023-1	1002	1935	TVM08102
	ACT	8100-10022	16	2440	SOC08101
	Gate	2100-10034-3	121	2441	SAG08101
	Gate	2100-10034-2	39	2442	RVG08102
	Gate	2100-10034-2	41	2443	RVG08103
	Gate	2100-10034-2	37	2444	RVG08104
	Gate	2100-10034-2	45	2445	RVG08105
	Gate	2100-10034-1	92		EC081EP
West Portal IN Bound	TVM	1100-10023-1	1008	2001	TVM09101
	ACT	8100-10022	17	2439	SOC09101
	Gate	2100-10034-1	94		EC091EP
	Gate	2100-10034-2	43	2632	RVG09106
	Gate	2100-10034-2	11	2419	RVG09105
	Gate	2100-10034-2	20	2418	RVG09104
	Gate	2100-10034-2	38	2417	RVG09103
	Gate	2100-10034-2	13	2416	RVG09102
	Gate	2100-10034-3	124	2420	SAG09101
West Porta OUT Bound	TVM	1100-10023-1	1020	2003	TVM09201
	ACT	8100-10022	9	2438	SOC09201
	Gate	2100-10034-3	110	2372	SAG09201
	Gate	2100-10034-2	66	2373	RVG09202
	Gate	2100-10034-2	26	2374	RVG09203
	Gate	2100-10034-2	69	2375	RVG09204
	Gate	2100-10034-2	75	2376	RVG09205
	Gate	2100-10034-2	61	2377	RVG09206
	Gate	2100-10034-1	98		EC092EP
Transbay Terminal	TVM	1100-10023-1	1022	1936	TVM14101
	TVM	1100-10023-1	1029	2002	TVM14102
	TVM	1100-10023-2	2002	2413	TVM14103
	TVM	1100-10023-1	1036	1937	TVM14104

**Appendix B
Calculation of Charges**

1. First Line Equipment Maintenance Training Costs

Task Description	Resource Description	Hours	Rate	Price
WBS 4000 - Training				
Training Materials				
1st Line Maintenance Training Manual (Gates)	San Diego Training Engineering	20	\$192.44	\$3,848.80
1st Line Maintenance Training Material (TVM)	San Diego Training Engineering	20	\$192.44	\$3,848.80
Training prep lesson set up	San Diego Training Engineering	24	\$192.44	\$4,618.56
Training Classes				
1st Line Maintenance Course	Integration/Test Engineer	48	\$163.93	\$7,868.87
Classroom setup	Integration/Test Engineer	8	\$163.93	\$1,311.48
Travel	Integration/Test Engineer	4	\$163.93	\$655.74
Program Management	Project Manager	12	\$211.57	\$2,538.87
TOTAL		136		\$24,691.12
L				

2. Second Line Equipment Maintenance and Bench Repair Costs

Year 1

Monthly Rates				
Task Description	Resource Description	Hours	Rate	Price
WBS 1000 - Program Management				
	Contracts Manager	1.3	\$191.95	\$249.54
	Project Accountant	1.3	\$140.11	\$182.14
WBS 9000 - 12 Month Maintenance				
2nd/3rd Line Maint- Maintenance Supervisor	Field Service Manager	3.0	\$191.9 5	\$575.85
2nd/3rd Line Maint- week days – 1 st shift	Maintenance Technician-PW1	173.0	\$145.91	\$25,242.43
2nd/3rd Line Maint- weekdays – 2 nd Shift	Maintenance Technician- PW1S	173.0	\$155.20	\$26,849.60
2nd/3rd Line Maint- Saturday and overtime	Maintenance Technician-PW2	34.0	\$197.99	\$6,731.66
2nd/3rd Line Maint- Sunday	Maintenance Technician-PW3	34.0	\$250.05	\$8,501.70
MONTHLY TOTAL		419.60		\$68,332.92
YEAR 1 TOTAL				\$819,995.04

Year 2

Monthly Rates				
Task Description	Resource Description	Hours	Rate	Price
WBS 1000 - Program Management				
	Contracts Manager	1.3	\$197.7 1	\$257.02
	Project Accountant	1.3	\$144.3 1	\$187.61
WBS 9000 - 12 Month Maintenance				
2nd/3rd Line Maint- Maintenance Supervisor	Field Service Manager	3.0	\$197.7 1	\$593.13
2nd/3rd Line Maint- week days – 1 st shift	Maintenance Technician-PW1	173.0	\$150.2 9	\$25,999.67
2nd/3rd Line Maint- weekdays – 2 nd Shift	Maintenance Technician- PW1S	173.0	\$159.8 6	\$27,655.16
2nd/3rd Line Maint- Saturday and overtime	Maintenance Technician-PW2	34.0	\$203.9 3	\$6,933.49
2nd/3rd Line Maint- Sunday	Maintenance Technician-PW3	34.0	\$257.5 5	\$8,756.86
MONTHLY TOTAL		419.60		\$70,382.94

YEAR 2 TOTAL

\$844,595.28

Year 3

Monthly Rates				
Task Description	Resource Description	Hours	Rate	Price
WBS 1000 - Program Management				
	Contracts Manager	1.3	\$209.75	\$272.67
	Project Accountant	1.3	\$153.10	\$199.03
WBS 9000 - 12 Month Maintenance				
2nd/3rd Line Maint- Maintenance Supervisor	Field Service Manager	3.0	\$209.75	\$629.25
2nd/3rd Line Maint- week days – 1 st shift	Maintenance Technician- PW1	173.0	\$159.44	\$27,583.05
2nd/3rd Line Maint- weekdays – 2 nd Shift	Maintenance Technician- PW1S	173.0	\$169.59	\$29,339.36
2nd/3rd Line Maint- Saturday and overtime	Maintenance Technician- PW2	34.0	\$216.35	\$7,355.74
2nd/3rd Line Maint- Sunday	Maintenance Technician- PW3	34.0	\$273.24	\$9,290.15
MONTHLY TOTAL		419.60		\$74,669.26
YEAR 3 TOTAL				\$896,031.12

Appendix C
Contractor's Preventative Maintenance Schedule

1. Faregate Preventative Maintenance Schedule

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

2. TVM Preventative Maintenance Schedule

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

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

Appendix D Equipment Maintenance Request Report

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

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