

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave. 7<sup>th</sup> floor  
San Francisco, California 94103**

**Third Amendment to  
Agreement between the City and County of San Francisco and  
Serco Inc.  
for Parking Meter Coin Collection, Counting and Support Services**

**Contract No. SFMTA#2011/12-08**

This Third Amendment is made this **first** day of **August**, 2017, in the City and County of San Francisco, State of California, by and between: Serco Inc., 1818 Library Street, Suite 1000, Reston, Virginia 20190 (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**RECITALS**

- A.** On August 1, 2012, City and Contractor entered into an Agreement for coin counting, collection, and support services for its on-street parking meter systems.
- B.** The parties wish to adapt the Contract to reflect new meter technologies, and change the Contract from a crew-based billing system to an hourly billing system.

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

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

1a. Agreement. The term “Agreement” shall mean the Agreement dated August 1, 2012 between Contractor and City, as amended by the:

First Amendment, dated March 25, 2013.  
Second Amendment, dated May 4, 2016 and  
Third Amendment, dated August 1, 2017

2. Modifications to the Agreement.

**2a. Section 2 (Term of the Agreement)** is replaced in its entirety to read as follows:

2. Term of the Agreement Subject to Section 1 the term of this agreement shall be from August 1, 2012 to July 31, 2021.

**2b. Section 15 (Insurance)** is replaced in its entirety to read as follows:

**15. Insurance**

a. 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:

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

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) 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.

(4) Contractor shall purchase and maintain in force, throughout the term of this Contract, an installation floater on an all-risk form, excluding earthquake and flood, for 100 percent of the replacement value of all City-furnished equipment: MST coin sorter machines (four units valued at \$14,500.00 each), Cummins Jet Sorter machine (one unit valued at \$18,140.00) , SFMTA coin collection vaults (300 units valued at \$496.42 each) and MST coin conveyors (four units valued at \$8,250.00 each), SFMTA roller conveyor (one unit valued at \$50,000.00), SFMTA coin collection carts (seven units valued at \$910.00 each), Jensen coin sorter scales (four units valued at \$1,200.00 each), Jensen heavy-duty floor scale (one unit valued at \$2,000.00), network printer (1 unit valued at \$815.00), and CPU boxes (6 units valued at \$900 each).. The value of City-furnished equipment is \$327,451.

(5) Commercial Crime Insurance: Contractor shall maintain throughout the term of this contract, at no expense to City, a Commercial Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$500,000 and including City as additional obligee or loss payee as its interest may appear."

(6) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. 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:

(a) 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;

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

(c) 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) 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 insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, (Notices to the Parties)." All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

d. 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.

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

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

g. 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.

h. 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.






**I. Appendix A (Scope of Services) is replaced with a new Appendix A, attached to this Amendment.**

**II. Appendix B (Calculation of Charges) is replaced with a new Appendix B, attached to this Amendment.**

**III. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

<p><b>CITY</b></p> <p><b>San Francisco Municipal Transportation Agency</b></p> <p> _____ in Director of Transportation</p> <p>San Francisco Municipal Transportation Agency</p> <p>Board of Directors</p> <p>Resolution No. <u>170620-080</u></p> <p>Adopted: <u>June 20, 2017</u></p> <p>Atte:  _____ Secretary, SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  _____  Robin M. Reitzes Deputy City Attorney</p> <p>n:\ptc\as2017\1000453\01194060.docx</p>	<p><b>CONTRACTOR</b></p> <p><b>Serco Inc.</b></p> <p> _____ Chan Phuong Contracts Representative</p> <p>City vendor number: <b>7390801</b></p>
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**APPENDIX A-1**  
**SCOPE OF WORK**

**Contents**

TABLE OF TERMS/ABBREVIATIONS .....	1
I. COIN AND DATA COLLECTION SERVICES .....	3
A. Collection Service Staffing Requirements .....	3
B. Routes and Schedule .....	4
C. Required Collection Services .....	5
D. Equipment Requirements .....	7
1) Revenue Collection Equipment .....	7
2) Equipment Inspection and Maintenance .....	7
3) Collection Keys Control .....	8
4) Electronic Locks .....	8
5) Vehicles .....	8
6) Telecommunications Equipment .....	10
E. Reporting Requirements .....	11
1) Daily Meter Condition Report .....	11
2) Missing or Damaged Equipment Report .....	12
3) Weekly Skipped Meters Report .....	12
4) Monthly Revenue Reports .....	12
II. COIN-COUNTING SERVICES .....	13
A. Coin-Counting Overview .....	13
B. Transportation and Cash Vault Services .....	13
C. Acceptance of Collection Vaults .....	14
D. Required Coin-Counting Services .....	14
E. Coin-Counting Equipment .....	15
1) Jet Sorter .....	16
2) Scales .....	16
3) Equipment Maintenance .....	16
F. Revenue Reconciliation and Method of Weight Controls .....	16
1) Single-Space Meters .....	17
2) Multi-Space Meters .....	17
G. Reporting Requirements .....	18
III. COIN-COUNTING AND COLLECTIONS FACILITY .....	19
A. General Description .....	19
B. Handheld Room .....	20
C. Coin-Counting Room .....	20
D. Server Room .....	20
IV. PERSONNEL .....	20
A. Qualified Personnel .....	20
B. Employment Requirements .....	21
V. UNIFORMS .....	22
VI. ONGOING TRAINING PLAN .....	23
VII. DATABASE ADMINISTRATOR (DBA) / IT SUPPORT SERVICES .....	23
A. Overview .....	23
B. Qualified DBA Services .....	23

C. Qualified IT Services ..... 24

VIII. SFMTA DATA WAREHOUSE ..... 24

    A. Contractor Responsibility for Resolution of Issues ..... 25

    B. System Maintenance and Operation ..... 25

IX. PRODUCT SUPPORT SERVICES ..... 25

    Overview ..... 25

    A. Medeco’s Nexgen Software ..... 27

    B. Medeco Nexgen Key ..... 27

X. PROCUREMENT SERVICES ..... 28

XI. ADDITIONAL REQUESTED SERVICES ..... 28

    A. Field Support Services for Meter Operations ..... 28

        1) Special Revenue Collections: ..... 28

        2) Data Input Services: ..... 28

        3) Street Survey Crew ..... 28

        4) Installation Crew ..... 28

        5) Parking Meter Removal Crew ..... 29

        6) Activation Crew ..... 29

        7) Acceptance Testing and Exit Survey Crew ..... 29

        8) Meter Greeters ..... 29

    B. Meter Program Support Services ..... 29

    C. Credit Card and Communications Fees ..... 29

    D. SFMTA Maintenance Application ..... 29

    E. Key Performance Indicators Dashboard ..... 30

    F. Radio Frequency Indicator (RFID) Technology ..... 30

XII. LIQUIDATED DAMAGES ..... 30

    A. . Collection and Counting Personnel Attire ..... 30

    B. Adhering to Collection Schedule ..... 31

    C. Reporting Requirements ..... 31

    D. Collection Services ..... 31

    E. Data Collection Services for MacKay Meters ..... 31

    F. Counting Services ..... 31

    G. Revenue Reconciliation Services ..... 32

    H. Product Support Services ..... 32

    I. Oracle DBA and IT Related Services ..... 32

    J. Support of the San Francisco Parking Meter Management System ..... 32

    K. Collection and Counting Equipment Maintenance ..... 32

    L. Response to Communication Request ..... 33

    M. Program Manager Response ..... 33

    N. Securing SFMTA’s Monies at the Contractor’s Facility ..... 33

    O. Failure to Remove Meter Bag ..... 33

**TABLE OF TERMS/ABBREVIATIONS**

<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
ANSI	American National Standards Institute
Business Day	Monday through Friday, excluding holidays.
Business Hours	Monday through Friday, 8 a.m. to 5 p.m.
CALS	Client Access Licenses
Cashbox	Coin depository within multi-space meter
CCS	Central Computer System
CLK	Abbreviation for clock
Coin Canister	The canister in the single-space meter vault to which coins are deposited by the meter user
Collection Crew Shift	A four (4) hour work shift for meter coin collectors
Collection Route	A series of parking meters that are generally grouped by geographic locations, hours of operation and meter rates
Collection Sub-route	Smaller portion of collection route
Collection Vault	Canister used by collection staff to deposit coins from the coin canister
Collection Vault Head	Upper part of the collection vault with coin canister receptacle.
Contractor	[The vendor who is awarded the contract]
CSV	Comma separated values file
Data Collection Crew	One driver and one or two parking meter collector
Day	A calendar day.
DBMS	A software package with computer programs that control the creation, maintenance, and the use of a database
DES	Data encryption standard
EPM	Electronic Parking Meter
Financial Audit Data	Itemized coin, credit card and smart card revenue total
Fiscal Year	July 1 – June 30
FTP	File transfer protocol
Incumbent	Serco Inc.
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer
Jet Sorter	Coin sorter

<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
LAN	A local area network (LAN) is a computer network that interconnects computers in a limited area
Level Two Support Technician	Technicians and support analysts certified by technology providers to be a liaison between vendor and SFMTA
Medeco	Manufacturer of electromechanical locks
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
MST	Money Systems Technology Inc., manufacturer of the coin sorter
MTC	Metropolitan Transportation Commission
Multi-Space Meters Collection Crew	One driver and one parking meter collector
Nexgen Key	Medeco Electronic Key
Nexgen Lock	Not Integrated Medeco Electromechanical Lock
NFC Sensor	Near Field Communication Sensor
Non-Productive Time	The driving time between routes and walking time on blocks that have few or no meters.
ODBC	Open Database Connection
OLE	Object Linking Embedding
Paystation	Multi-space parking meter
PDT	Personal Data Terminal
Primary Audit	Electronic Audit file from MacKay E-Purse mechanism that contains detailed revenue and maintenance data
SCI	Smart Card Interface
SFMTA	San Francisco Municipal Transportation Agency
SFMTA Data warehouse	SFMTA data warehouse (DW) is a database used for reporting and analysis of parking related data. The data stored in the warehouse is uploaded from the various parking operational systems.
SFMTA Meter Repair Shop	SFMTA meter maintenance headquarters, located at 1508 Bancroft St, San Francisco
SFMTA Server Room	SFMTA's primary information systems site
SFPM Software	Historic San Francisco Parking Management Application, a customized Oracle DBMS platform that includes database, user interface, and reporting applications



<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
SFPMMS	The San Francisco Parking Meter Management System, which comprises the software systems that support all of San Francisco's parking meters, historic SFPM application, revenue collection and maintenance operations as well as SFMTA Data Warehouse collection, counting, revenue and maintenance modules.
Single-Space Meters Collection Crew	One driver and two parking meter collectors
SIT (SCG)	Serco Integrated Transport/ Serco Civil Government Group. Incumbent's office in the United Kingdom that developed and currently supports the SFPM
Source Devices	Devices that generate or accept data used by the SFPMMS, including the single-space meters, multi-space meters, electromechanical locks and PDTs
SQL	Structured Query Language
Summary Audit Data	Audit data of revenue totals by coin denomination and electronic cash provided by the MacKay E-Purse
T1	A point-to-point telecommunication line
WAN	A wide area network (WAN) is a telecommunication network that covers a broad area
XML	Extensible Markup Language (XML) is a set of rules for encoding documents in machine-readable form

## **I. COIN AND DATA COLLECTION SERVICES**

### **A. Collection Service Staffing Requirements**

The Contractor shall ensure that all routes are collected according to the collection schedule provided by the SFMTA . Crew leaders shall transport their collection crew, collection equipment, collected coins and data safely to and from their designated routes and sub-routes each collection day. Crew leaders shall be responsible for securing all collections equipment and vehicles. Crew leaders shall also document the equipment used during the collection day.

Field supervisors shall ensure that all collection crews are aware and knowledgeable of the routes assigned for collection and that each collector collects the route in sequence and completely.

The Contractor shall provide mobile support to all of the collection crews in the field in case they encounter mechanical or technical problems. The On-Street Supervisor shall monitor all Crew Leaders and collectors to ensure that they are following approved policies and procedures.

The Collections and Counting Manager shall have general oversight of all of the Contractor's employees that work for the SFMTA on parking meter collections. The Collections and Counting Manager shall ensure that all crews complete their daily assignments following the Contractor's Standard Operating Procedure.

The Contractor shall monitor all the daily activities and track such problems as broken meters, faulty keys, locks, and/or any other equipment problems that might arise.

The Contractor at the minimum shall be able to provide three types of collection services:

- 1) Single-Space Collections
- 2) Multi-Space Collections
- 3) Data Collections

Single-Space Collections Crew shall consist of crew leader and two collectors or a crew leader and one collector. All crew members perform meter collections. The number of collections by each crew member should be based on collections frequencies, route and sub-route structure, and the geography of City streets.

Multi-Space Collections Shall consist of a Crew Leader and one collector. Both crew members shall be present while performing multi-space meter collections. The number of collections by each crew member should be based on collections frequencies, route and sub-route structure, and the geography of City streets.

Data Collections Crew shall consist of two to three persons. All crew members perform data collections. Data collections should be based on routes determined by the SFMTA. Data collections may or may not be based on collection routes and sub-route structure.

## **B. Routes and Schedule**

The SFMTA will provide the list of SFMTA's collection routes/sub-routes and the most current frequency of collections to the Contractor. The SFMTA reserves the right to change the routes, route schedule and collection frequency as required by normal meter installations and removals, meter rate changes, segregated revenue rate tests, meter pilots, security concerns, or when additional collections are required. The SFMTA will provide the Contractor with a 48-hour notice of changes in the collection schedule and confirm the scheduling change in writing.

The Contractor shall develop and submit a parking meter collection plan on behalf of the SFMTA for its review and approval that will ensure that every parking meter is collected on a consistent schedule. This schedule must prevent the meters from jamming because they are full of coins and should discourage theft. Once approved and implemented, the SFMTA requires that the collection plan be re-evaluated by the SFMTA and the Contractor on a monthly basis.

The Contractor shall be required to incorporate the following parameters into its proposed collection plan:

- 1) Single-space meters collection work shall be set at a frequency such that the coin canister

inside the meter will not be heavier than an average of 1.5 pounds (approximately \$20 in coin) unless modified by the SFMTA.

- 2) Multi-space meter collection work shall be set at a frequency such that the cashbox cannot exceed \$150 in coin volume unless modified by the SFMTA.
- 3) Collection work shall be designed so that the number of collection crew shifts required to collect the assigned meters is distributed as evenly as possible across all five working days of the week.
- 4) The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
- 5) The collection plan shall minimize the amount of Non-Productive Time.
- 6) SFMTA may elect to combine single- and multi-space collection routes for enhanced revenue tracking.
- 7) Contractor shall perform meter collections daily, Monday through Friday. The SFMTA currently observes three meter holidays: New Year's Day, Thanksgiving Day and Christmas Day. The Contractor can be excused from collections on other City holidays by submitting a collection waiver request to the SFMTA at least two weeks prior to the event. The SFMTA shall respond to a waiver request in writing within one week of receipt.

The Contractor shall be responsible for checking SFMTA's website each calendar year to verify the dates of observed meter holidays. However, the SFMTA reserves the right to require the Contractor to collect from SFMTA parking meters on SFMTA-observed meter holidays and weekends, if necessary.

The Contractor shall develop and maintain a set of policies and procedures describing the methodology used to provide the meter collections services.

### **C. Required Collection Services**

The Contractor shall issue at the beginning of each collection day, at a time specified in advance, all required equipment (e.g., electronic collection keys, keycards, handheld devices, daily assignments lists, and locked and sealed collection vaults and wheeled carts), each labeled with permanent identification numbers and appropriate security seals. These collection vaults shall be used to collect monies from coin canisters that are located in the parking meter housing coin compartment. A SFMTA representative or his/her designee will assign schedules and route/sub-route assignments before each collection day within the appropriate management systems. The Contractor shall collect the revenue from all parking meters in strict accordance with the appropriate schedule, showing the routes and the frequency of collection as approved by the SFMTA. Each collector shall collect from all meters on each daily assigned route.

Collectors, crew leaders nor supervisors shall not carry tools of any kind when performing their collection duties.

The Contractor shall supply the collections and counting facility with an approved transmittal form identifying each collection vault by number, route, sub-route street side (odd/even,

north/south, or east/west), collector's name and Crew Leader's name. The Contractor shall deliver parking meter coins the same day they are collected to the collections and counting facility in enough time to allow for coin counting and armored car pick-up of proceeds. All coinage collected shall be transported in fully enclosed and secured vehicles.

The Contractor currently processes collections and counting for the SFMTA and the Port of San Francisco. The SFMTA may request that additional City agencies be added in the future. Within 120 days of the notice to proceed, the Contractor shall incorporate additional agency or other collections and counting services. Costs for these services will be negotiated and resolved prior to implementation.

In no instance shall any City agency's collections be consolidated with any other agency's collections in the same vehicle without prior authorization from SFMTA.

- 1) **Single-Space Meters:** The Contractor shall open only one (1) single-space parking meter vault at a time, remove the coin canister, insert the coin canister in the head of the collection vault and turn the coin canister sufficiently to empty the canister. Once empty, the collector shall remove the coin canister from the head of the collection vault, reinsert the empty canister into the parking meter vault and close, secure and lock the parking meter vault door. It is the responsibility of the Contractor to ensure that coin canisters are reinstalled correctly in the meter vault and vault door is properly closed by collectors once they complete their collection activities. It is expected that the Contractor will collect on average from at least one meter every 45 seconds. When required, the Contractor shall ensure that each meter is reset by properly inserting the collection card into the meter's card slot. If a meter fails to reset, it shall be reported in the daily meter condition report.
  
- 2) **Multi-Space Meters (paystations):** The Contractor shall open only one (1) paystation at a time according to manufacturer's instructions based on the type of paystation. In the future, other manufactured paystations may be used. The security protocol shall be followed explicitly by removing filled cash boxes and placing empty cash boxes into the paystation vault, and securely locking the unit after the vault is closed. The cash boxes shall be stored in vehicles where access is controlled. The Contractor shall use barcoding to ensure that each Crew Leader maintains logs of what cashboxes were inserted and collected from which paystations. The control log shall at a minimum contain the following information:
  - a) Collection Date
  - b) Collection Time
  - c) Paystations Location ID
  - d) Collected Cashbox ID
  - e) Empty Cashbox ID
  - f) Collection Route/Sub-route
  - g) Collector's identification
  - h) Crew Leader's signature

## **D. Equipment Requirements**

If SFMTA-owned equipment is damaged or stolen while the Contractor is performing collection services, the Contractor shall replace the equipment within ten (10) Days of the incident. If the Contractor fails to replace the items within the specified time, the SFMTA shall have the option of replacing the equipment and crediting the expense from monies owed to the Contractor's for monthly services.

### **1) Revenue Collection Equipment**

The SFMTA will provide the Contractor with electronic collection keys collection vaults and collection vault heads, canisters security locks, collection carts and meter "out of service" bags. NOTE: the Contractor is responsible for removing out of service meter bags upon completion of collection route *before* the collection vehicle leaves the parking space used.

Within 120 days after the Effective Date of the Agreement, the Contractor shall replace SFMTA's existing collection vaults (without heads) and provide six new collection carts. Collection vault and cart designs shall be approved by SFMTA prior to any purchase. Costs for this equipment shall not exceed price quotations submitted in the Contractor's proposal. Proposers shall amortize the costs of the collection vaults and carts over the base term of the contract.

The Contractor shall supply key chains, belt loops and other collection-related equipment as necessary and approved by the SFMTA. The Contractor shall provide proper security seals at its own expense. Security seals need to be barcoded and logged. The Contractor shall bear responsibility for the maintenance and care of equipment issued to it by the SFMTA that it will use in the performance of its duties.

The Contractor shall maintain a complete and orderly inventory list of all the equipment provided by the SFMTA, using an inventory asset management system approved by the SFMTA. All the equipment issued by SFMTA is subject to inspection at any time without notice.

### **2) Equipment Inspection and Maintenance**

The Contractor shall conduct and document, at a minimum, a monthly inspection of all the collection carts, canisters and related parts, inside and outside, for broken welds, cracks, dents, and other problems that may endanger the integrity of the canister, canister vault head, and collection cart. The coin canister receptacle (receiver) on the lid of the collection canister is to be inspected for broken or missing key or any other type of damage. In addition, the Contractor shall inspect the rubber boot on the bottom of the inside of the coin canister receptacle. If this boot is not tightly in place, is torn or worn, or is missing the metal weight that keeps the boot in place, it is the responsibility of the Contractor to maintain and pay for equipment repairs.

The Contractor shall inspect the collection canisters to ensure that the canister vault doors are sealed after collections are completed. At the end of every Business Day, the Contractor shall record the number of the seals used on every collection vault and input the seal numbers to

the asset management system.

If the Contractor discovers that a seal is missing, the Contractor shall notify the SFMTA's representative immediately and conduct a proper investigation of the incident. The Contractor's program manager shall submit the report to SFMTA within five Business Days of the incident.

### **3) Collection Keys Control**

The Contractor shall bear responsibility for all the key cords and related collection equipment in the possession of its staff for the duration of the contract term. The Contractor may not duplicate any keys. Should keys or locks fail while a coin vault is open, the Contractor shall immediately report the failure to the SFMTA and bag the meter with the bag supplied by SFMTA. After meters have been collected each day, the keys shall be stored in a secured locked room as directed by SFMTA. In case of missing collection key equipment, the Contractor's security staff shall conduct a full investigation and provide the SFMTA with a written report that describes the Contractor's corrective actions taken within five Business Days of the incident.

The Contractor shall report lost or broken collection equipment to the SFMTA on the same day of the incident, using the Missing or Damaged Equipment Report referenced in Section I.E below. The Contractor shall retrieve all pieces of a broken key if they are not stuck in the meter and deliver them to the SFMTA. In addition, the Contractor shall cover and lock any meters with irretrievable broken keys or key pieces with a bag furnished by the SFMTA.

### **4) Electronic Locks**

SFMTA's current parking meter technology utilizes electronic locks. SFMTA will provide the Contractor with the appropriate system accesses and equipment to conduct meter collections. At the beginning of every collection day collectors will be issued a handheld device that is programmed by an SFMTA representative to only open the meters along their designated routes. The Contractor's collection employees shall sign for the handheld devices before each day's collection and return them after completing their regular collection activities. Once the handheld devices are issued, the Contractor shall store them in a secure lockbox fastened to the inside of the collection's vehicle. The Contractor shall be responsible for the security of the handheld devices while the collectors are performing their duties. When not in use, the handheld devices shall be stored in an SFMTA approved locked storage area in the Contractor's offices. The Contractor shall provide 24-hour video surveillance of the handheld storage unit.

### **5) Vehicles**

The Contractor shall provide a sufficient number of regular vehicles and backup vehicles to perform required collection services. The Contractor will be responsible for ensuring that its vehicles remain in good working condition and that they have procedures in place to procure or lease additional vehicles if necessary to complete daily collection services. All collection vehicles shall have standard safety equipment, including but not limited to spare tires, flares and cones. SFMTA reserves the right to inspect a collection vehicle with or without prior

notice during normal operations hours. Vehicles used in the performance of the Agreement must be approved by the SFMTA prior to use.

The Contractor shall include, at a minimum, the following features for both single-space and multi-space collection vehicles:

- a) Vehicle security system to ensure that collection trucks can be recovered if stolen.
- b) An interior panel or cage on walls and bulkhead separating the driver compartment from the vault storage area.
- c) Identification on the exterior of the vehicle, with message content and dimensions approved by the SFMTA.
- d) All doors shall lock automatically when closed and are to be equipped with an alarm system; e.g. an anti-theft device that disengages the ignition system.
- e) The rear and side doors shall be equipped with secure locks other than the manufacturers' regularly installed locks. The locks currently approved by the SFMTA are Medeco Padlock 54-7100 series and the MasterLock 15KA. Any other locks proposed by the Contractor must be approved by the SFMTA prior to use.
- f) Only equipment issued by the SFMTA for the collection of parking meters and required safety equipment may be carried in the cab or the back of the vehicle(s) at any time.
- g) The vehicle(s) used to transport the Collectors shall contain no tools, except for a jack and wrench to change the vehicles' tires.
- h) All items and materials issued to the Contractor by the SFMTA that are necessary to complete the collection of that day's schedule, such as route/key lists, shall be kept in a secure box. This box shall be securely fastened (e.g. bolted) to the vehicle. Access to this box shall be supervised by crew leader and/or collection supervisor.
- i) Vehicles shall be outfitted with a GPS tracking system. Both the Contractor and SFMTA should have an ability to monitor vehicle movements, route history, current and average speeds.
- j) The anti-theft alarm shall be activated any time the vehicle is unoccupied.
- k) Within 60 days after the Effective Date of the Agreement, the Contractor shall outfit the vehicles with motion-activated wireless surveillance cameras in the collection vehicle boxes inside the rear of the vehicle. A description of the camera chosen will be included in Appendix D of the Agreement.
- l) Within 60 days after the Effective Date of the Agreement, the Contractor shall equip the vehicles with a digital video recorder and GPS logger device that operates on a continuous loop for at least seven days, and that can be used for audit, training or review of a specific incident that requires further study by the Contractor or the SFMTA. A description of these devices are included in Appendix D of the Agreement.

The Contractor shall include the following features specific to single-space collection vehicles:

- a) A lift gate to load and off load collection canisters.
- b) Single-Space Collection Vehicle shall be able to transfer at least 20 collection vaults, three collection carts and other relevant collection equipment.
- c) The vehicle's cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
- d) Vehicles shall have a Gross Vehicle Weight (GVW) capacity to handle a minimum payload of 3,000 lbs.
- e) In the vehicle(s) used to transport collection vaults, carts and filled canisters, the portion of the vehicle used to hold equipment and filled collection vaults shall be accessible only through the rear door.

The Contractor shall include the following features specific to multi-space collection vehicles:

- a) Vehicles used to collect multi-space paystations shall be designed to facilitate this collection activity and shall have a secured storage area for paystation vaults.
- b) Vehicle storage capacity shall accommodate at least 50 paystation vaults.
- c) Vehicles shall have the ability to store paystation vaults in compartments accessible through both the rear and sides of the vehicle.

The Contractor shall ensure that data collection vehicles have a secured box attached to the vehicle for transporting handhelds and other related data collection equipment.

#### **6) Telecommunications Equipment**

The Contractor shall provide two-way communication devices for each collection employee while on duty. The employee must be able to securely attach the communication device to his or her work belt. All communication devices shall be equipped with a GPS tracking system and be accessible from the Contractor's offices and SFMTA offices. The Contractor and designated SFMTA personnel must be able to track all the collection employees in real time. The Contractor shall maintain reports for a minimum of six months and shall provide them to the SFMTA on request. All collection crews shall be equipped and accessible at all times by direct two-way communication. The Contractor's collection and counting employees are strictly prohibited from using any personal communication devices (e.g., cell phones) while performing collection and counting duties unless prior authorization has been given by the Contractor and SFMTA.

Within 60 days of the Effective Date of the Agreement, the Contractor shall supply SFMTA Meter Shop employees (managers, supervisors, parking meter repairers etc.) with 35 web-enabled smart phones/PDAs technology as designated by the SFMTA. Each PDA shall be equipped with a hands free device, NFC sensor, durable holster, and have data and text messaging plans as well as a shared minutes' pool. The size of the pool will be mutually agreed upon between the Contractor and SFMTA. The SFMTA may opt to purchase additional devices or support equipment through the Contractor.



## E. Reporting Requirements

The Contractor shall submit all reports in Excel format unless SFMTA approves a request from the Contractor to submit an alternate format.

### 1) Daily Meter Condition Report

Within 60 days after the Effective Date of the Agreement, the Contractor shall provide real-time tracking via a web-based application that is securely accessible and includes the ability to send data for the Meter Condition Report. The tracking history shall be available for SFMTA review within three Business days of a request.

All disabled, broken or missing meters or paystations encountered while performing collection duties are to be reported daily to the SFMTA Meter Maintenance Shop. Meter Condition Reports shall, at a minimum, contain the following common meter faults:

- a) Out of order
- b) Key slot jammed
- c) Low battery
- d) Vandalized meter
- e) Broken coin canister
- f) Loose pole
- g) Bent pole
- h) Pole / No meter
- i) No pole / No meter
- j) Green Light on, Key won't turn
- k) No communication
- l) Spinner: meter collected
- m) Spinner: door won't open
- n) Construction zone
- o) IPS: No card reset
- p) IPS: Blank Screen
- q) IPS: Bad Collection Card
- r) Nexgen – Red Light
- s) Nexgen – Lock pushed in
- t) Hard to Open (Sticky Door)
- u) NFC Pay by Phone Sticker Missing
- v) Plastic Bag on Meter
- w) No Backlight

- x) Broken Cradle
- y) Coin Jam
- z) NFC Tag Failure
- aa) NFC Tag Mismatch
- bb) NFC Tag OK

## 2) **Missing or Damaged Equipment Report**

The Contractor shall report to SFMTA all missing or damaged equipment before 5 PM on the day of the incident. Each report shall include the date and time of the incident, a description of the damaged or lost equipment, and a short description of the events.

## 3) **Weekly Skipped Meters Report**

The Contractor shall analyze daily electronic lock collection audits to determine which meters were not collected as part of daily collection assignment. Meters that are not collected shall be verified against the daily meter condition report. All exceptions shall be investigated and explained. A weekly “skipped meters report” shall be submitted to SFMTA along with appropriate explanations and a plan of corrective actions on Monday of every work week.

## 4) **Monthly Revenue Reports**

The Contractor shall submit the following monthly revenue reports in both hard copy and electronic formats:

- a) Coin Revenue By Meter Analysis – this report lists average meter coin revenue based on collection route. The report also should contain the collection route inventory number, collection days, collection frequency and route geographical location.
- b) Average Coin Daily Revenue
- c) Fiscal Year Smart Card Revenue by Month
- d) Average Smart Card Revenue per Operating Day
- e) Average Credit Card Revenues per Operating Day (all meter vendors)
- f) Multi-Space Credit Card Revenues (all multi-space meter vendors)
- g) Single-Space Credit Card Revenues (all multi-space meter vendors)
- h) Fiscal Year Revenue by Month (with percentages for each payment type)
- i) Meter Inventory (electronic lock system)

The SFMTA reserves the right to ask Contractor to generate additional revenue reports. The content and format of new reports shall be developed by the Contractor, with approval by the SFMTA. SFMTA also reserves the right to schedule regular meetings to evaluate contract deliverables. The Contract Manager and the Counting Manager and Collections Manager will be required to attend these meetings.

## **II. COIN COUNTING SERVICES**

The Contractor shall provide armored car transport, counting verification and deposit services. The Contractor shall perform the duties described below on a same-day basis every Business Day. Duties include, at a minimum: cash vault services, coin processing, storage of the SFMTA's coin canisters, and bank deposits. The SFMTA reserves the right to require the Contractor to count parking meter revenues on SFMTA-observed meter holidays and Saturdays, if necessary.

### **A. Coin Counting Overview**

The Contractor shall provide counting services on the same day as the revenue is collected and deposit that day's revenue into the SFMTA's designated account within 24 hours from the time actual coin collection has occurred. All collected funds shall be shipped from the coin counting facility via armored transport vehicle the same collection day.

In the event that the Contractor fails to ship parking meter coin revenues with the armored vehicle service during the same collection day, the Contractor shall reimburse the SFMTA for the loss of interest for every Day that the shipment is delayed.

The Contractor may be excused from this provision in case where delay occurred outside of the Contractor's control (e.g. natural disaster, power loss, armored service pick up failure etc.). The Contractor shall notify the SFMTA in writing when this occurs, describing any conditions that it alleges will excuse its performance.

In the event that the Contractor fails to deposit parking meter coin revenues within 24 hours of receipt, the Contractor shall reimburse the SFMTA for the loss of interest for every Day that the deposit is delayed.

All counting operations shall be performed under camera surveillance. SFMTA shall have access to a "live" view of such surveillance. The Contractor shall keep an electronic copy of all procedures recorded for a minimum of 90 days. These recordings shall be made available to the SFMTA within one Business Day of the SFMTA's request.

The Contractor shall negotiate weight tolerances with armored car service carriers. The Contractor's agreed-upon tolerances shall be approved in writing by the SFMTA. Proposed modifications to tolerances submitted by the Contractor must be approved in writing by the SFMTA.

### **B. Transportation and Cash Vault Services**

The Contractor shall provide or contract out for armored transportation and cash vault services that meet the requirements of the SFMTA's financial institution. This armored transportation carrier shall deliver the sorted coins to the coin center and deposit funds after appropriate verification. The Contractor shall provide a transmittal report to its cash vault contractor of the value of the coins given to it for deposit. This coin total shall be compared to the cash vault total once the coins are received and accepted by the cash vault. The Contractor shall be responsible for resolving any discrepancies that may arise between its recorded coin totals and the cash vault

totals.

The Contractor shall have a contract in place to secure its coin counting facility using armed security guards in the event that its chosen transportation contractor cannot pick up the coin bins as scheduled.

### **C. Acceptance of Collection Vaults**

Once notified of the imminent arrival of a collection crew, the Coin Counting Supervisor shall ensure that the vehicle and the area around it are secure before allowing the vehicle into the facility. The Coin Counting Supervisor shall collect the daily collection reports/assignments from the Crew Leader, confirm that the seals on each collection vault are intact, and sign a form verifying that the collection crew placed a security seal on each collection vault.

### **D. Required Coin Counting Services**

The Contractor's coin counting staff shall verify that the collection vault identification number and security seal match the daily collection assignment. For single-space meters, the coin counter shall remove the security seal and lock from the collection vault and empty the contents of the collection vault into coin sorter chute for processing. Coin counters shall only open one collection vault at a time.

For multi-space meters, coin counters shall open the cash box with a key and empty the contents of the cash box into the coin or jet sorter machine. Where applicable, once the cash box is empty, the counter shall place the cash box in its cradle to download the audit information. The Contractor shall maintain records of machines that do not have audit download and retain these records for the duration of the Agreement.

Coin sorting machines will be used for counting and sorting of all the coins. The sorted and counted coins will be automatically deposited into the coin storage bins/bags (each denomination is deposited into a separate bin/bag). The coin sorter software will record coin denomination totals and weights in the computer memory. A paper copy of the transaction is also provided as a backup to the electronic records. The Contractor shall create an electronic (pdf) version of the paper backup and store in date order for the duration of the Agreement and keep the previous six months of data in paper form.

The following parameters shall be recorded during the coin-sorting process begins:

- 1) Collection Crew Number
- 2) Collection Vault Number
- 3) Collection Sub-route
- 4) Seal Number
- 5) Gross Weight
- 6) Empty Weight
- 7) Transaction Number

- 8) Sorter Number
- 9) Net Weight
- 10) Time of Transaction
- 11) Coin Type
- 12) Quantity of Coins
- 13) Cash Value
- 14) Coin Weight (lbs.)
- 15) Coin weight Value

At the end of the day, each coin-counting sorter shall produce a CSV file that contains all of the parameters listed above for every collection vault transaction. The CSV file is then stored on the FTP server in the designated folders and is accessible by the Contractor, SFMTA, and meter vendors and pay-by-phone vendor.

By using “quantity of coins” and “net weight” parameters, coin counting software automatically identifies the accuracy of the coin-counting machine during every collection vault transaction. If the difference is more than 0.25 lbs., the coin sorter software program displays a red flag and error message: VAULT IS OUT OF TOLERANCE.

The Contractor shall retain electronic copies of coin sorting data reports for the term of the Agreement, and keep the previous six months of data in paper form.

**In no instance shall the SFMTA’s meter revenue be consolidated with any other revenues (e.g. employee parking, Port of San Francisco or other City agency revenue) in the same deposit without prior written authorization from the SFMTA.**

## **E. Coin Counting Equipment**

The Contractor shall upgrade the current coin counting equipment and provide associated warranty and maintenance on the equipment for the base term of the Agreement. Detailed specifications of the equipment are included in Appendix D.

Within 90 Days after the Effective Date of the Agreement, the Contractor shall enhance the existing asset management software. Upgraded inventory controls shall include all collection-related equipment and Contractor-supplied security seals.

If SFMTA-owned equipment is damaged or stolen while the Contractor is performing counting services, the Contractor shall replace the equipment within 10 Days of the incident. If the Contractor fails to replace the items within the specified time, the SFMTA shall have the option of replacing the equipment and crediting the costs of such replacement from monies owed to the Contractor for monthly services.

### 1) **Jet Sorter**

Within 180 Days after the Effective Date of this Agreement, the Contractor shall provide the SFMTA with one jet sorter and provide associated warranty and maintenance on the equipment for the base term of the Agreement. Detailed specifications of the jet sorter are included in Appendix D.

### 2) **Scales**

The Contractor shall conduct quarterly certifications of the scales operational order and accuracy by company approved by SFMTA. The quarterly inspection certificate shall be added to that month's billing document. The Contractor, at its expense, shall maintain and repair the scales throughout the term of this Agreement.

### 3) **Equipment Maintenance**

The Contractor shall be required as part of the Agreement, to properly maintain the SFMTA's coin counting equipment in good operational condition. The Contractor shall be required to enter into a maintenance agreement with the provider of the coin sorting equipment to keep the coin sorters in operational condition. The Contractor shall be responsible for providing proper maintenance and repairs of the coin and jet sorters.

The SFMTA shall reimburse the Contractor up to \$5,000 annually for spare parts purchases related to coin counting equipment repairs and maintenance at cost. No procurement burden will be applicable for such reimbursements. The Contractor shall include receipts for reimbursement with the month's invoice. Parts purchased over the \$5,000 maximum are the financial responsibility of the Contractor.

## **F. Revenue Reconciliation and Method of Weight Controls**

The Contractor shall perform coin reconciliation services described in this section on a daily basis. If any variances greater than those established between SFMTA and the Contractor should occur, these variances shall be investigated, documented and submitted to SFMTA within 72 hours after actual collection has occurred.

The Contractor shall utilize Medeco "end of cable" solution while collecting SFMTA and SF PORT parking meters and paystations. Electronic lock management software shall provide accurate tracking not only of the locks that are opened, but also of the coin collection vaults used on any collection route, and shall not allow a coin collector to open meter coin vaults from routes outside the assigned collection sequence.

Reconciliation between electronic records (for single-space and multi-space meters) and coin sorter machine counts should be no less than 99% accurate.

The Contractor shall provide additional software that shall accurately track not only the vault locks that are opened, but the coin collection vaults used on any collection route/sub-route. Tracking information shall be processed in the Medeco software and available for SFMTA Data Warehouse.

The SFMTA reserves the right to enhance/modify the current reconciliation processes and methods depending on changes in meter technology and/or coin sorting technology, the addition of other types of parking meters, or other modifications to the current inventory.

## 1) **Single-Space Meters**

For single-space parking meters, SFMTA coin counting operations use three main reconciliation methods: collection vault reconciliation by weight; electronic reconciliation by collection vault and collection sub-route; and armored carrier vault reconciliation by coin denomination

### a) **Collection Vault Reconciliation by Weight**

By using “quantity of coins” and “net weight” parameters, coin counting software automatically identifies the accuracy of the coin counting machine during every collection vault transaction. If the variance exceeds the threshold parameters, counting should cease until the cause of the variance is identified and fixed.

### b) **Electronic Reconciliation by Collection Vault and Collection Sub-route**

The SFMTA currently receives electronic meter coin audits from its single-space parking meters using two primary methods: (1) Medeco Nexgen lock during regular coin collection and (2) daily CSV audit files automatically deposited onto the SFMTA network folder. Both of these audit records are paired with coin room process data by the SFMTA Data Warehouse ETL process. The pairing is done either on collection vault level or on collection Sub-route level.

### c) **Armored Carrier / Coin Vault Reconciliation by Coin Denomination Bin**

At the end of the every collection day, the Contractor shall deliver and deposit (via armored service) counted and separated into bins and coin bags, coin revenues to the bank. Before depositing the coins, the Contractor and coin vault subcontractor shall separately weigh the bins and compare the Contractor’s declared value with the “dollars a pound ratio” multiplied by “net weight” figures for every bin, i.e. quarters, dimes and nickels. If the Contractor’s declared value is different from “dollars a pound ratio” multiplied by “net weight” by more than the agreed amount, the coin vault subcontractor shall recount the bin and declare the correct bin value.

## 2) **Multi-Space Meters**

### a) **MacKay MMS, Coin Room and Receipt Reconciliation**

This reconciliation is a manual process by which three sets of data are compared to each other every time the Contractor collects from the MacKay multi-space meters.

After the MacKay paystation is collected, it produces a collection receipt that contains coin audit data since the last collection occurred. This receipt is collected by the collector/Crew Leader, attached to the cashbox and submitted to the counting facility at the end of the shift. Since paystations wirelessly communicate with the backend

management system, the MacKay MMS will have an audit record matching collection receipts. Finally, every cashbox processed by the coin room will have the transaction printout with coin totals that were processed by the coin sorters. The Contractor shall compare these records to ensure that the system works as expected.

### **3) Credit Card and Smart Card Reconciliation**

Contractor shall reconcile credit and smart card revenues between SFMTA Data Warehouse and all applicable vendor applications on a monthly basis. The Contractor shall submit the results of the reconciliation to the SFMTA by the 15<sup>th</sup> of the month following the reconciliation period.

## **G. Reporting Requirements**

The following reports shall be issued by the Contractor to SFMTA each Business Day by a single email. The Report shall be issued no later than two Business Days after actual collection and counting have occurred. Samples of the reports used are included in Appendix E of the Agreement.

### **1) Daily Revenue Collection Report**

This report is generated to show daily revenue amounts once foreign coins and junk are separated out.

### **2) Daily Reconciliation Report (Final)**

This report shall be submitted from the armored vehicle counting vendor and is used to document the final deposit amount. It shall be in Excel format.

### **3) Daily Reconciliation Report (DDR)**

The Final version of the Daily Reconciliation Report between the Contractor and the coin vault subcontractor in PDF format with processed (skid) sheets from the coin vault subcontractor.

### **4) Consolidated Transaction Report (CTR)**

Final Consolidated Transaction Report in PDF format. The first part of this report is automatically generated by coin sorting software; the second part is a scanned copy of the transfer delivery sheet used to record contents of the daily coin shipment to the coin vault subcontractor.

### **5) Daily Variance Report**

This report is generated by the SFMTA Data Warehouse. It shall be exported and saved in PDF format.

### **6) Daily Process Report**



This report is generated by the SFMTA Data Warehouse. It shall be exported and saved in CSV and PDF formats.

**7) Daily Revenue Activity Sorted by Collection Vault Report**

This report is generated by the SFMTA Data Warehouse. It shall be exported and saved in PDF format.

**8) Daily Collection Assignments Completed by Crew Leaders**

All the Crew Leaders' daily assignments shall be combined together and scanned as one document. This document shall be saved in PDF format

SFMTA reserves the right to request additional tools and recourses and additional daily revenue reports to be provided by Contractor. Format and delivery timeframes of such reports should be mutually agreed by SFMTA and the Contractor.

### **III. COIN COUNTING AND COLLECTIONS FACILITY**

The Contractor shall provide a coin collections and counting facility that has 24-hour security and is available to accept and process collection vaults during any scheduled collection day. Security should at a minimum include the following: video surveillance (inside and outside of the facility), burglary alarm, and secure programmable building access. All persons entering the facility, with the exception of Contractor or SFMTA personnel, shall sign in. Lists of visitors should be kept and stored in an electronic format for the term of the Agreement.

The Coin Collections and Counting facility shall comply with all applicable OSHA rules/standards and have locker rooms and a designated break area that is segregated from secured areas of the facility.

The SFMTA reserves the right to inspect all the Contractor's facilities used in the performance of contract services, in order to satisfy itself that such facilities are sufficient for the purposes described within the Agreement.

The SFMTA reserves the right to transfer Contractor facilities to SFMTA-owned or leased property and facilities at any time during the Agreement. Should this occur, SFMTA and the Contractor will negotiate a schedule and costs for the move.

#### **A. General Description**

The Contractor's facility shall be located within San Francisco City limits and within five miles of SFMTA's Meter Shop located at 1508 Bancroft St, San Francisco, CA 94124. The Contractor shall provide and maintain its own operating offices of sufficient size and capacity to provide coin collections, counting and support services. These offices shall be staffed between the hours of 7:30 AM and 5:00 PM and shall have, at a minimum, a telephone, document scanner, fax machine, computer network with high-speed internet, and two dedicated high speed connections with SFMTA, one at One South Van Ness, San Francisco, and one at the SFMTA Meter Repair Shop.

## **B. Handheld Room**

The Contractor's facility shall also have secured storage sufficient to hold at least 40 Nexgen collection keys and other necessary collection equipment, (e.g., radios/phone or equivalent communication devices). Nexgen units shall be mounted on self-contained boards which are then connected to the network.

## **C. Coin Counting Room**

The Contractor's coin counting room shall be accessible through electronic or personnel operated security controlled entryways. For personnel, an interim room between the general facility and the coin counting room shall be available in order for authorized personnel to leave items deemed unacceptable for use in the coin room (e.g. jackets and other clothing with pockets). All visitors to the coin room must wear a shop coat without pockets. The door for the interim room shall be coordinated in such a way that both doors cannot be open at the same time.

The Contractor shall provide an interim space for vehicles between the outside of the facility and the counting room shall be available and coordinated in such a way that both doors cannot be open at the same time, leaving the coin room accessible from outside of the facility.

## **D. Server Room**

The Contractor shall setup a proper server room within its collection and counting facility to maintain proper access to hardware and software used in support of SFMTA parking meter operations (SFMTA data warehouse, Nexgen MMS, Meter Maintenance Application, IPS and MacKay MMS). Until instructed otherwise, the Contractor shall host and maintain the Nexgen server.

The Contractor shall maintain the server room and its equipment in good operational order for the duration of the Agreement. Any Contractor-generated additions, modifications or software or hardware upgrades of the system must be approved by SFMTA in writing. The SFMTA also reserves the right to add additional servers if needed, subject to space and rack availability at the Contractor's facility.

## **IV. PERSONNEL**

### **A. Qualified Personnel**

The Contractor shall provide the following positions in performance of the Agreement. The SFMTA has an option to reduce or increase management and supervisory staff in accordance with coin and collection volumes. Increase or decrease in management and supervisory staff shall be reflected in adjustments of the respective management fees.

- 1) Regional Manager – Contractor's Executive Representation – for major issues impacting the Agreement (position can be part-time)
- 2) Contract Manager – Day-to-Day Operational and Contract Oversight
- 3) Collections and Counting Manager – Operational support for these services
- 4) Product Support Manager – Technical and Maintenance Support
- 5) Up to three Supervisors – Field and Coin Counting Facility Support

Persons in the positions described above shall possess good oral and written communications skills sufficient to submit reports and communicate with City staff as needed. At least one member of Contractor's senior personnel (Regional Manager, Contract Manager or Collections and Counting Manager) shall respond to communication requests from SFMTA personnel (the Meter Shop Superintendent, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within 90 minutes after receiving the request through phone call or e-mail.

Communications between collection crew supervisors and the Meter Shop occur primarily through wireless communication devices provided by the Contractor (See Section I.D.5). Oral communications pertaining to meter or coin vault security should be followed up with e-mail for documentation (e.g. broken collection key, unsecured collection vault door, vandalized meter housing) Collection supervisors shall respond to SFMTA communications requests from Meter Shop personnel within 15 minutes during regular collection hours.

All the work shall be performed only by competent personnel under the supervision of, or in the employment of, the Contractor. The Contractor shall comply with SFMTA's reasonable requests regarding assignment of personnel (e.g., to cover gaps in service), but all personnel, including those assigned at the SFMTA's request, shall be supervised by the Contractor.

To prevent delays or gaps in the performance of the Agreement, the Contractor shall agree that if any slippage occurs, it will assign additional qualified personnel to meet service requirements.

## **B. Employment Requirements**

The SFMTA reserves the right to preclude or request replacement of any person or organization from working on the Agreement for any lawful reason. Should the SFMTA request the removal of a person employed by the Contractor, the Contractor shall comply while adhering to its standard employment practices and applicable employment regulations.

The Contractor shall perform, at its expense, a criminal and DMV records check on personnel performing services for the SFMTA, and retain all documentation of these checks for the duration of the Contract.

Upon request at any time after the contract award, upon the contract anniversary date, and after any change in supervision staff, the Contractor shall furnish the SFMTA with an organization chart and a complete list of all personnel and their assignments.

The Contractor shall provide confirmation of, and maintain the ability to generate DMV Pull Notices and criminal checks for the duration of the Contract. The Contractor shall submit verification of DMV Pull Notices and criminal checks to the SFMTA Contract Administrator upon request in a written format approved by the SFMTA. The Contractor shall update verifications as listed above on each anniversary date of the Agreement.

Persons with the following history are **NOT** acceptable as employees:

- A. Persons whose records show convictions for offenses involving dishonesty or deceit, including, without limitation, theft, embezzlement and forgery, provided the

conviction(s) occurred within five years of the record check.

- B. Persons who at the time of the record check are on parole or probation for any felony or misdemeanor.

The Contractor's employees shall be qualified for security purposes by the Contractor and be cleared through fingerprinting and review of reported arrest records at the expense of the Contractor. The SFMTA reserves the right to review the job screening records of all persons proposed for employment by the Contractor. All personnel shall pass the security screening process before starting work.

The Contractor's supervisory personnel shall instruct employees as to their daily duties.

**Payment for Services:** The SFMTA will not pay for any service provided by the Contractor's employees who do not meet the qualifications as specified above. The granting of any payment by the SFMTA or the receipt of the payment by the Contractor shall not constitute acceptance of services for which payment is made.

## **V. UNIFORMS**

Uniforms and equipment provided by the Contractor are subject to approval by the SFMTA. the Contractor shall provide uniforms at its expense. SFMTA shall make random unannounced inspections of uniforms worn by collections personnel.

### **Collections Staff**

All collections personnel are to be provided with complete safety equipment and uniforms (pants, shirts, jackets, hats, black boots and rain gear) and sufficient changes for each employee to maintain a professional clean and neat appearance. Uniforms shall be of a standard guard style. All collections personnel shall wear their uniforms at all times while on duty. Uniforms are to have the Contractor identification on the front of the shirts, on hats, and on the back of safety vests provided. Safety vests must be worn by collections staff at all times.

The Contractor shall provide each collector with a photo identification badge with the employee's name and the Contractor name that shall be worn on his/her person while on duty. The I.D. badge shall not be stored in a pant or jacket pocket; but shall be visibly displayed worn around the neck and turned into the Contractor's office daily after the collection schedule is completed.

The Contractor shall provide all collectors with equipment necessary to physically secure collection keys, collection cards and other relevant equipment to their person

### **Counting Staff**

All counting personnel are to be provided with complete safety equipment as recommended by OSHA and uniforms (pants, shirts, coveralls, jackets, hats and black boots), with sufficient changes for each employee to maintain a professional, clean and neat appearance. Uniforms, overalls, coveralls or other clothing worn inside the counting room shall be free of pockets or other means to carry items on the person. The Contractor shall also provide OSHA

certifications/recommendations in regards to coin room working conditions (sound and dust levels) to SFMTA within 60 days of the contract award.

## **VI. ONGOING TRAINING PLAN**

The Contractor shall provide training specific to each function area for both line staff and supervisors during the term of the contract. This training shall include those pertinent procedures described in this Scope of Work as well as the Contractor's own procedures. Each staff person shall sign a Certificate of Understanding that attests to their participation in training in their designated function area. This document shall be kept by the Contractor and made available by request to the SFMTA. The Contractor shall provide all safety training required under federal, state and local law, which shall be conducted, as required, at its own expense.

## **VII. DATABASE ADMINISTRATOR (DBA) / IT SUPPORT SERVICES**

### **A. Overview**

The Contractor shall provide up to 840 hours a year of DBA programming and IT related support: 240 hours are to be provided at the beginning of each Fiscal Year and 50 hours every month thereafter. The SFMTA may transfer up to 210 unused hours from a previous contract year to the subsequent contract year. However, all hours shall expire at the end of the base term of the Agreement.

Support of the Oracle-Based Parking Meter Management System shall be provided by an Oracle-Certified Firm.

### **B. Qualified DBA Services**

Oracle DBA services shall include, but not be limited to, the following:

- 1) Performing ongoing tuning of the database instances.
- 2) Installing new versions of the Oracle Relational Database Management System (RDBMS) and its tools and any other tools that access the Oracle database.
- 3) Planning and implementing backup and recovery of the Oracle database.
- 4) Implementing and enforcing security for the entire Oracle Database.
- 5) Performing database re-organizations, as required, assisting performance, and ensuring maximum uptime of the database.
- 6) Providing technical support to the application development team in UK.
- 7) Serving as the point of contact for Oracle Corporation.
- 8) Enforcing and maintaining database constraints to ensure the integrity of the database.
- 9) Administering all database objects, including tables, clusters, indexes, views, sequences, packages and procedures.
- 10) Assisting with impact analysis of all changes made to the database objects.
- 11) Managing sharing of resources amongst applications.

The Contractor's DBA shall work closely with SFMTA IT system administration staff.

### **C. Qualified IT Services**

Contractor shall support and manage parking meter revenue collection and counting facility and all related supporting IT infrastructure. The duties include, but are not limited to, the following:

- 1) Troubleshoot all hardware, software and connectivity issues. These types of issues include, but are not limited to:
  - a) Hardware failure
  - b) Software bugs
  - c) Connection failures
  - d) Infrastructure issues
- 2) Create and be prepared to implement both backup recovery and disaster recovery plans when/if necessary.
- 3) Maintain the system, at a minimum, of 97% uptime with the exception of scheduled downtime during routine maintenance.
- 4) Provide systems support, at a minimum, of 8:00 a.m. to 5:00 p.m. Monday through Friday. Occasional overtime will be required to account for systems failures and other unforeseen events. This overtime will not be compensated by SFMTA.
- 5) System upgrades. This includes replacing items which are failing as well as performing standard maintenance on both the hardware and software.
- 6) Full maintenance of all the servers and network devices.
- 7) Closely monitor performance of the existing hardware and software.
- 8) Manage size and indexes of databases at the Contractor's facility.
- 9) Recommend and implement improvements to existing systems and technologies as appropriate.
- 10) Support installation, maintenance and management of Nexgen software and hardware as well as other IT collection and counting related hardware components. This includes vendor-specific parking meter management software's, user terminals, servers, etc.
- 11) Program and support Nexgen electronic collection keys and other related collection equipment.
- 12) Assist SFMTA with the integration of any new systems and technologies

### **VIII. SFMTA DATA WAREHOUSE**

The SFMTA data warehouse software system supports all of San Francisco's parking meter operations, historic SFPM database, revenue collection, counting and maintenance operations, as well as meter vendors databases (IPS, MacKay and Medeco). Some of these systems have individual databases and, in some cases, share data from one system to the next, as well as feed data to the SFMTA data warehouse and its reporting platform Oracle Business Intelligence

Enterprise Edition or OBIEE. SFMTA data warehouse servers are located on SFMTA premises at One South Van Ness, San Francisco, CA 94103.

The San Francisco Parking Management (“SFPM”) historic database schema was integrated into SFMTA data warehouse and is available for reporting.

There are three main sites involved in the current systems arrangement: the vendor site, the SFMTA location of the SFPM server, and the primary client or user’s location. The vendor site contains meter and operation specific client-server applications and has a firewalled secured connection to the SFMTA network for interaction with the SFMTA servers and applications.

#### **A. Contractor Responsibility for Resolution of Issues**

The Contractor shall have sufficient knowledge to identify the root cause of any issues related to SFMTA Data Warehouse collection and reconciliation module as well as Nexgen and other software and hardware related to collection and counting. These issues that may arise include routing and connectivity problems, firewall and security problems, and performance bottleneck or communication gaps between two parties. The Contractor shall be responsible for providing the recommendation or solution to SFMTA, and for testing and resolving issues with the cooperation of SFMTA IT staff, as needed.

#### **B. System Maintenance and Operation**

The Contractor shall administer the SFMTA’s current meter management system. The Contractor shall oversee all upgrades to the system as required by the SFMTA and provide certified Oracle data base administration services. The Contractor shall support day-to-day operations of the SFMTA Data Warehouse collection and counting reconciliation, revenue and maintenance modules. Upon request of the SFMTA, the Contractor shall support the implementation of possible migration and integration of the SFPM software and database to the SFMTA data warehouse. Should the SFMTA choose to exercise this option, the Contractor shall submit a quotation for rendering these services, based on specified hourly DBA and IT rates, for acceptance and approval of the SFMTA.

It will be necessary to closely monitor performance of the existing hardware and software and be highly responsive to support needs. Data volume from all involved parking systems and databases will increase as a result of additional data gathering capabilities of new technologies being implemented, combined with an overall increase in the number of meters system wide. Therefore, it is critical for the Contractor to monitor the normal aging of hardware and data volume, and manage them accordingly. And as capabilities evolve, the Contractor shall be capable of recommending and implementing new systems and technologies as part of a major, SFMTA-wide overhaul of the system.

### **IX. PRODUCT SUPPORT SERVICES**

#### **Overview**

The Contractor shall be required to provide qualified product support services to perform regular maintenance of the existing and future IT systems and collection equipment utilized by SFMTA and the Contractor to support its parking meter operations. Contractor shall be certified, at a

minimum, as Level Two Support by all the current meter technology providers within 60 days of Contract award.

The Contractor shall submit to the SFMTA monthly maintenance report listing all of the maintenance and repair activities performed during previous month.

The SFMTA may elect to purchase meter and meter support equipment from additional vendors. Procurement of additional equipment will follow procedures outlined in Section X of this Appendix. Equipment specifications will be attached to the Agreement in separate appendices as needed. The Contractor will need to be certified at a minimum of Level Two support within 60 days of acceptance of new equipment. The Contractor should submit expenses for this training to the SFMTA for reimbursement.

Current SFMTA meter technology providers are:

- 1) MacKay
- 2) Medeco
- 3) IPS

The Contractor's Product Support Manager shall provide regular hardware maintenance for all the servers, workstations, printers, and other network equipment provided and used by Contractor in relations to the services performed under this Agreement.

The Contractor shall provide four-hour response time for on-site maintenance support each Business Day during the hours of 8 a.m. to 6 p.m. for the Nexgen database for the term of the Agreement. In order to maintain Nexgen software and hardware, the Contractor shall work with Medeco support staff.

The Contractor shall provide next Business Day on-site maintenance support for all workstations and servers in its possession for the term of the Agreement.

There are currently 58 Nexgen parking meter collection keys that support Nexgen e-locks installed in single and multi-space parking meters. The electronic Nexgen keys operate as locks and data collection devices, with data being exchanged by parking meter coin collectors and PMR field technicians while performing revenue collection and/or maintenance.

The Contractor shall become familiar with all the existing hardware, systems architecture, software applications, and vendors and be prepared to support the system in place within 60 Days after contract award.

Contact information for current technology vendors is provided below:

J.J. MacKay Canada Limited  
1342 Abercrombie Rd.  
P.O. Box 338  
New Glasgow, NS  
Canada, B2H 5C6



902-752-5124

Medeco® High Security Locks  
P.O. Box 3075  
3625 Alleghany Drive  
Salem, Virginia 24153-0330  
Phone: 800-839-3157

Money Systems Technology Inc.  
3522 Dividend Dr.  
Garland, TX 75042  
972-272-3262

IPS GROUP, INC  
6195 Cornerstone Ct. East  
Suite 114  
San Diego, CA 92121  
858-404-0607

#### **A. Medeco's Nexgen Software**

Medeco Nexgen is a robust electronic locking and access management software for parking meters and industrial equipment. The Medeco Nexgen system protects SFMTA and SF PORT meter revenue while closely managing equipment access to increase profitability for metered parking systems.

#### **B. Medeco Nexgen Key**

Contractor shall support and maintain both the SFMTA's and Serco's Nexgen keys on a regular basis. Each coin collector shall be assigned an individual device to provide necessary accountability and security of each Nexgen key. A lost, stolen or broken Nexgen key shall result in an "Incident Report" filed with SFMTA within 24 hours of the occurrence.

- Heavy-duty weather-resistant construction
- Key provides all power to the lock, no hard wiring required
- Rechargeable Battery - Up to 8,000 cycles per charge
- Stores access codes for up to 11,000 locks
- Records maximum of 6,000 access audit events
- Programmed for daily activation schedules
- Keys will not operate beyond expiration date and time

## **X. PROCUREMENT SERVICES**

### **Product Support and Handling Fee**

Upon request of the SFMTA, the Contractor shall purchase or otherwise provide additional meter technology equipment, meter spare parts and related products, meter technology related software, and warranty or maintenance service contracts. The SFMTA will reimburse the Contractor for the direct costs of the equipment and any related software or warranty service contracts. The SFMTA will pay the Contractor an administrative fee of 4.99%, calculated as a percentage of the cost of the purchase, without sales taxes. Where applicable, the SFMTA shall reimburse Contractor for the actual amount of sales taxes paid. For individual purchase requests exceeding \$1 million (without sales taxes), the SFMTA will pay the Contractor an administrative fee of 3.00%, calculated as a percentage of the cost of the equipment.

Procurement services shall be defined and mutually agreed upon by Serco and SFMTA in advance of any work being completed. Should the SFMTA exercise this option, the SFMTA and Contractor shall negotiate a project scope, schedule and related costs for the services.

## **XI. ADDITIONAL REQUESTED SERVICES**

In addition to the services listed above, the SFMTA may choose to add the following additional service enhancements. These services will be negotiated according to the rates provided below and the procedures set forth in Section 5.c (Additional Requested Services) of the Agreement.

### **A. Field Support Services for Meter Operations**

For services where a Supervisor is listed, those roles will be billed at the crew lead rate. For applicable services requiring vehicle usage, a rate of \$6.00 an hour will be billed.

#### **1) Special Revenue Collections:**

The weekly crew rate includes sufficient number of personnel, transportation and communication equipment to perform special collections and/or counting services beyond the required services under the contract. Collections may take place in any facility managed by the City.

#### **2) Data Input Services:**

Rate for a part-time Data Input Clerk to support the services under the Contract.

#### **3) Street Survey Crew**

The street survey crew will investigate and document the pre-existing conditions in the installation, testing, and/or pilot area, including data collection (e.g. parking utilization, compliance, occupancy etc.), site conditions, construction planning, public and retail notifications of upcoming projects or changes in parking policy. Crews should consist of at least two field technicians and one vehicle.

#### **4) Installation Crew**

The installation crew will perform installations of pilot parking technology, upgrades and software/hardware modifications. The installation crew should consist of at least one field supervisor, two technicians and one vehicle.

#### **5) Parking Meter Removal Crew**

The removal crew will remove the designated parking technology and restore the location to SFMTA standards. The removal crew should consist of at least one field supervisor, two technicians and one vehicle.

#### **6) Activation Crew**

The activation crew will coordinate with the parking technology vendor(s) to program and activate the installed parking technology. The activation crew will support the SFMTA Meter Repair Shop in the preparations and implementation of the parking technologies. This service shall be provided with at least one field supervisor and one vehicle with the remote support of the Product Support Manager.

#### **7) Acceptance Testing and Exit Survey Crew**

The acceptance testing crew will be responsible for testing, data collection for further analysis of newly installed parking technology and documentation of the installed parking technology's compliance with the functions required in the procurement Terms and Conditions. Work in this category shall be conducted in conjunction with SFMTA Meter Repair Shop. All discrepancies shall be reported to SFMTA. The crew shall consist of at least two field technicians and one vehicle.

#### **8) Meter Greeters**

This function assists the general public and parking patrons with various payment methods and answer parking regulation related issues, such as instructional and directional signs, tow away hours and general meter operations instructions. The crew shall consist of at least two field technicians with communication skills sufficient to instruct the public on use of new technology only (i.e., no vehicle charges are included).

### **B. Meter Program Support Services**

The Contractor shall provide support personnel for special projects relating to meter expansion in the areas of data analysis, database administration or research upon request from the SFMTA.

### **C. Credit Card and Communications Fees**

The Contractor, upon request of the SFMTA, shall pay credit card, communications and other fees necessary to enable functioning of parking meter, sensor and other parking devices. The SFMTA reserves the right to designate the institution(s) used to process these fees.

### **D. SFMTA Maintenance Application**

The Contractor shall develop an application that will allow SFMTA maintenance personnel to perform their daily maintenance procedures using a wireless communication device. The data collected will be formatted in such way that it can be imported into the SFMTA Data Warehouse.

### **E. Key Performance Indicators Dashboard**

Within 120 days of SFMTA's issuance of a task order, the Contractor shall develop key performance indicators (KPIs) that capture the state of the Parking System. These KPIs will be the basis for web-based Dashboards (Graphic Visualizations) of performance. Utilizing appropriate software, Contractor shall develop dashboards that can be configured based upon the SFMTA roles & needs, which can include views of historic SFPM database and other inventory asset software (includes 100 DBA programming hours, 3 administrative users, and 10 regular user licenses for the base term of the Agreement).

The SFMTA may elect to purchase additional user licenses during the base term of the Agreement. Rates for this purchase shall not exceed \$1,000 per administrative user license and \$546 per regular user license.

### **F. Radio Frequency Indicator (RFID) Technology**

The Contractor shall provide an RFID solution that will relieve the requirement for counting personnel to scan barcodes at the coin counting machines. Unique RFID tags will be affixed to each vault and, upon initiation of the coin emptying process, a button will be activated that reads the RFID tag into the coin counting software. The vault ID will be correlated at the end of each day via the inventory asset software in preparation of loading into the SFMTA Data Warehouse.

## **XII. LIQUIDATED DAMAGES**

The Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause City to incur inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to City, the City and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. City and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the costs that the City will incur by reason of the Contractor's failure to perform, and are fair compensation to City for its losses. Failure by City to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of City under this Agreement

The City may deduct a sum representing any liquidated damages assessed from any money due to the Contractor under this Agreement. Assessments within a given calendar month shall not exceed 20% of the billings for the same month. Assessments must be made within 45 days of the original infraction.

### **A. . Collection and Counting Personnel Attire**

If the Contractor's collectors and/or coin room operatives are not wearing the approved uniforms or displaying their badges, in violation of Section V, the SFMTA will issue a written warning. If a similar incident occurs again, the Contractor will be assessed liquidated damages of \$25 per incident without further warning. Further violations of this Section will subject the Contract to liquidated damages in the amount of \$50 per incident without further warning.

## **B. Adhering to Collection Schedule**

If the Contractor fails to meet its collection schedule obligations as referenced in Section I.B, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500. Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident.

## **C. Reporting Requirements**

If the Contractor fails to submit any report required under Section I.E or Section II.G, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$50 per day for each Day that the report is overdue from the date of the warning, not to exceed \$250 per month per report.

Should a violation of those Sections occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$60 per Day for each Day from the date of the occurrence, not to exceed \$300 per month per report.

## **D. Collection Services**

If the Contractor fails to provide collection services as required under Section I.C (with the exception of Item 3) the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident.

## **E. Data Collection Services for MacKay Meters**

If the Contractor fails to collect primary audit data from all SFMTA MacKay meters within 30 calendar days as required Section I.C.3, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$50.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$75 per incident.

## **F. Counting Services**

If the Contractor fails to provide counting services, as required under Section II.D, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident..

## **G. Revenue Reconciliation Services**

If the Contractor fails to provide revenue reconciliation, as required under Section II.F, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **H. Product Support Services**

If the Contractor fails to provide the product support services, as required under Section IX, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **I. Oracle DBA and IT Related Services**

If the Contractor fails to provide Oracle DBA and IT related services, as required under Section VII, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the Contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **J. Support of the San Francisco Parking Meter Management System**

If the Contractor fails to provide SFPMMS support services, as required under Section VIII, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **K. Collection and Counting Equipment Maintenance**

If the Contractor fails to maintain collection and counting equipment in good operational order, as required by Section I.D and Section II.E, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of either Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

#### **L. Response to Communication Request**

If at least one of Contractor's senior personnel (Regional Manager, Contract Manager and Collections or Counting Manager) fail to respond to communication requests from SFMTA personnel (the Meter Shop Superintendent, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within 90 minutes after receiving the request through phone call or e-mail as referenced in Section IV.A, the SFMTA will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$50.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$75 per incident.

#### **M. Program Manager Response**

If Collection supervisors fail to respond to SFMTA communications requests from the Meter Shop as referenced in Section IV.A. within one half hour, the SFMTA will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$75.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$100 per incident.

#### **N. Securing SFMTA's Monies at the Contractor's Facility**

Should the Contractor be forced to store SFMTA's coin revenue at its facility overnight, it is the Contractor's responsibility to hire an armed guard(s) to secure SFMTA's monies overnight, as required under Section II.B. If the Contractor fails to provide armed security as required, the Contractor will be assessed liquidated damages of \$10,000 per incident without benefit of warning.

#### **O. Failure to Remove Meter Bag**

If the Contractor fails to remove the meter bag provided for collection vehicle parking as referenced in Section I.D.1, the SFMTA shall issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$25.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$50 per incident.

**Appendix B**  
**Calculation of Charges**

<b>Contract Management Fees</b>	<b>SFMTA Monthly Cost</b>	<b>SF Port Monthly Cost</b>	<b>Total Monthly Cost</b>
Collections Management Fee	\$81,297	\$4,279	\$85,576
Counting Management Fee	\$29,878	\$1,573	\$31,451
Product Support Management Fee	\$27,794	\$1,463	\$29,257
<b>Total</b>	<b>\$138,969</b>	<b>\$7,315</b>	<b>\$146,284</b>

<b>Position</b>	<b>Description</b>	<b>Hourly Billing Rate (08/01/17 - 12/31/17)</b>	<b>Hourly Billing Rate (01/01/18 - 07/31/18)</b>	<b>Hourly Billing Rate (08/01/18 - 07/31/19)</b>	<b>Hourly Billing Rate (08/01/19 - 07/31/20) *</b>	<b>Hourly Billing Rate (08/01/20 - 07/31/21) *</b>
Revenue Collector -Step 1	1-6 Months	\$30.10	\$30.19	\$30.19	\$30.19	\$30.19
Revenue Collector -Step 2	7-12 Months	\$31.13	\$31.23	\$31.23	\$31.23	\$31.23
Revenue Collector -Step 3	13-18 Months	\$34.25	\$34.36	\$34.36	\$34.36	\$34.36
Revenue Collector -Step 4	18 + Months	\$47.21	\$48.75	\$48.75	\$48.75	\$48.75
Revenue Collector -Step 5	Crew Lead	\$54.29	\$56.07	\$56.07	\$56.07	\$56.07
Coin Room Operator -Step 1	1-6 Months	\$30.10	\$30.19	\$30.19	\$30.19	\$30.19
Coin Room Operator -Step 2	7-12 Months	\$31.13	\$31.23	\$31.23	\$31.23	\$31.23
Coin Room Operator -Step 3	13-18 Months	\$34.25	\$34.36	\$34.36	\$34.36	\$34.36
Coin Room Operator -Step 4	18 + Months	\$47.21	\$48.75	\$48.75	\$48.75	\$48.75

*\* Time & Material (hourly labor rates) for Year 3 and Year 4 of the contract extension period are being proposed based on union wages and benefits in the current collective bargaining agreement (CBA).*



**Appendix B**  
**Calculation of Charges (continued)**

<b>DBA/IT Services</b>	<b>Hourly Rates</b>
Oracle DBA Support	\$157.25
IT Support	\$139.00

<b>Procurement Burden</b>	<b>Rate</b>
Procurement Burden Rate (\$0 up to \$1M):	4.99%
Procurement Burden Rate (\$1M and more):	3.00%

<b>Monthly Equipment and Maintenance Fees</b>	<b>Monthly Cost</b>
Monthly Maintenance FTP Hosting	\$2,830.50
Monthly Server Maintenance	\$2,044.25
MST Coin Sorter Maintenance	\$1,675.66
<b>Total</b>	<b>\$6,550.41</b>

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 170620-080

WHEREAS, In 2012, the SFMTA Board of Directors and the Board of Supervisors approved Contract No. 2011-12-08 with Serco, Inc. (Contractor), for Parking Meter Coin Collections, Counting, and Support Services (Contract), for an amount not to exceed \$46,410,974 and for a term of five years, with an option to extend the Contract for up to four years; and,

WHEREAS, The base term of the Contract expires on July 31, 2017; and,

WHEREAS, The First Amendment to the Contract, executed by the Director of Transportation, lowered the Contractor's procurement rate from 4.99% to 3.00% for purchases above \$1 million; and,

WHEREAS, The City, through the SFMTA Board and the Board of Supervisors, approved the Second Amendment to the Contract to reimburse the Contractor for increased wages due to the 2016 Collective Bargaining Agreement (CBA) between the Contractor and Teamsters Local 665, which established increased wage and benefits for certain employees of the Contractor, such as meter collectors, coin room operators, crew leads, and forepersons; and,

WHEREAS, In conjunction with the Second Amendment to the contract, the Board of Supervisors approved a prevailing wage ordinance for positions listed in the CBA; and,

WHEREAS, The proposed Third Amendment authorizes removal of the crew shift billing structure in order to replace it with an hourly billing rate for each union employee; continued reimbursement to the Contractor of CBA-established prevailing wages through the extension period, an annual three percent increase of the Contractor's monthly management fee to allow for increases in facility rental and collection vehicle-related costs formerly built into the crew shift billing, and documentation of service modifications due to evolving smart parking meter technologies and transition of the meter maintenance, revenue tracking and reconciliation modules; and,

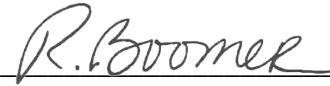
WHEREAS, On May 24, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to SFMTA Contract No.2011-12-08 with Serco, Inc. is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and

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

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation or his designee to execute Contract Modification No. 3 to SFMTA Contract No.2011-12-08 with Serco, Inc., for Parking Meter Coin

Counting, Collection, and Support Services, to adapt service requirements in the Contract to new technologies, increase the monthly management fee, change the contract from a crew-based system to an hourly billing system, and extend the contract for four years, to July 31, 2021, with no increase in the contract amount.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 20, 2017.

A handwritten signature in cursive script that reads "R. Boomer". The signature is written in black ink and is positioned above a horizontal line.

Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

## Certificate Of Completion

Envelope Id: 8AB108A7ADF046018FE54144E691DE77	Status: Completed	
Subject: Please DocuSign: Serco Parking Meter Contract with Sigs 06 23 2017.pdf, 6-20-17 Item 10.6 Contr...		
Source Envelope:		
Document Pages: 44	Signatures: 2	Envelope Originator:
Supplemental Document Pages: 0	Initials: 0	Fuqua, Lorraine
Certificate Pages: 2		
AutoNav: Enabled	Payments: 0	1 South Van Ness, 3rd Floor
Envelopeld Stamping: Disabled		San Francisco, CA 94103
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Lorraine.Fuqua@sfmta.com
		IP Address: 208.70.28.120

## Record Tracking

Status: Original 6/23/2017 4:11:53 PM	Holder: Fuqua, Lorraine Lorraine.Fuqua@sfmta.com	Location: DocuSign
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## Signer Events

Signer Events	Signature	Timestamp
Boomer, Roberta Roberta.Boomer@sfmta.com SFMTA Board Secretary SFMTA Security Level: Email, Account Authentication (None)	 Using IP Address: 70.197.0.68 Signed using mobile	Sent: 6/23/2017 4:20:03 PM Viewed: 6/23/2017 6:21:56 PM Signed: 6/23/2017 6:22:12 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Ed Reiskin Ed.Reiskin@sfmta.com OK SFMTA Security Level: Email, Account Authentication (None)	 Using IP Address: 208.70.28.122	Sent: 6/23/2017 6:22:13 PM Viewed: 6/26/2017 8:14:12 AM Signed: 6/26/2017 8:14:31 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

## In Person Signer Events

In Person Signer Events	Signature	Timestamp
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## Editor Delivery Events

Editor Delivery Events	Status	Timestamp
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## Agent Delivery Events

Agent Delivery Events	Status	Timestamp
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## Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp
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## Certified Delivery Events

Certified Delivery Events	Status	Timestamp
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## Carbon Copy Events

Carbon Copy Events	Status	Timestamp
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Steven Lee steven.lee@sfmta.com SFMTA Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/26/2017 8:14:31 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Robin Reitzes Robin.Reitzes@sfmta.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/26/2017 8:14:32 AM
Adam Feller Adam.Feller@serco-na.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/26/2017 8:14:33 AM
Muhammad Monsoor Muhammad.Monsoor@serco-na.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/26/2017 8:14:33 AM
Alexiy Sukhenko Alexiy.Sukhenko@sfmta.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/26/2017 8:14:34 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2017 8:14:34 AM
Certified Delivered	Security Checked	6/26/2017 8:14:34 AM
Signing Complete	Security Checked	6/26/2017 8:14:34 AM
Completed	Security Checked	6/26/2017 8:14:34 AM

Payment Events	Status	Timestamps
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