

COMMITTEE/BOARD OF SUPERVISORS

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Date: June 16, 2022

Board of Supervisors Meeting:

Date: June 28, 2022

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Prepared by: Jessica Perkinson

Date: June 10, 2022

Prepared by: Jessica Perkinson

Date: June 17, 2022

Prepared by: _____

Date: _____

1 [Agreement - LAZ Parking California, LLC - Parking Meter Coin and Parking Data Collection
2 Services - Not to Exceed \$50,798,833]

3

4 **Resolution authorizing the Director of Transportation to execute Contract No. SFMTA-**
5 **2022-13, for Parking Meter Coin and Parking Data Collection Services, with LAZ Parking**
6 **California, LLC for an amount not to exceed \$24,617,587 for a base term of five years,**
7 **with the option to extend the term for up to five additional years for an amount not to**
8 **exceed \$26,181,245 for a total contract amount not to exceed \$50,798,833; and to**
9 **authorize the SFMTA to enter into any amendments or modifications to the Agreement**
10 **that do not increase the obligations or liabilities of the City, are necessary or advisable**
11 **to effectuate the purposes of the Agreement or this Resolution.**

12

13 WHEREAS, The San Francisco Municipal Transportation Agency’s (SFMTA) Parking
14 Meter Program was established to manage approximately 25,500 on-street parking spaces
15 and approximately 500 spaces in public parking lots for the SFMTA and the Port of San
16 Francisco for purposes of regulating parking and maintaining parking availability in high-
17 demand areas; and

18

19 WHEREAS, Since 2012, the SFMTA has collected approximately \$180 million in
20 parking meter coin revenue, which is used to support on-street parking programs and public
21 transit; and

22

23 WHEREAS, The SFMTA requires assistance from an outside vendor to collect and
24 process coins deposited in parking meters on City streets and Port properties, collect parking
25 meter and other on-street parking data, collect parking occupancy and other on-street parking
data, and perform other related services; and

26

WHEREAS, The City has determined in accordance with Proposition J that coin
collection services can be performed by a private contractor at a lower cost than if performed

1 by City employees, and the City has contracted to outside vendors coin collection and related
2 services since 1978; and

3 WHEREAS, In 2012, the SFMTA Board of Directors approved SFMTA Contract No.
4 2011-12-08 with Serco, Inc., for Parking Meter Coin Collections, Counting, and Support
5 Services, for an amount not to exceed \$46,400,000 and a total term of ten years; and

6 WHEREAS, In 2021, LAZ Parking California, LLC (LAZ) acquired Serco's coin
7 collection division, and the Serco contract was subsequently assigned to LAZ; that Contract
8 will expire on July 31, 2022; and

9 WHEREAS, The SFMTA conducted outreach to the parking industry and identified four
10 vendors potentially capable of performing the services required by the contract; and

11 WHEREAS, In December 2021, the SFMTA issued a Request for Proposals (RFP) No.
12 SFMTA-2022-13 for Coin and Data Collection and Associated Support Services, and LAZ
13 Parking California, LLC (LAZ) was the only company that submitted a proposal; and

14 WHEREAS, Staff have determined that LAZ's proposal was responsive, and LAZ is
15 qualified to perform the Services, and further outreach and re-advertising the RFP would not
16 result in more vendors submitting proposals to perform the Services; and

17 WHEREAS, The total ten-year cost of the new Agreement is approximately 9.5 percent
18 higher than the current Contract, due to: (1) costs of a new fleet of collection vehicles (current
19 fleet is ten years old); (2) addition of a new data collection crew to perform various parking
20 studies, such as occupancy, utilization, and parking census; (3) new analyst position (revenue
21 reconciliation, coin collection optimization); and (4) increases in labor costs; and

22 WHEREAS, Funds required for the Services under the Agreement will come from the
23 SFMTA's operational budget; however, the Port will reimburse the SFMTA for its share of the
24 operational costs, which may vary between five and seven percent; and

25

1 WHEREAS, The SFMTA, under authority delegated by the Planning Department,
2 determined that SFMTA-2022-13, Coin and Data Collection and Associated Support Services
3 contract with LAZ, is not defined as a “project” under the California Environmental Quality Act
4 (CEQA) pursuant to Title 14 of the California Code of Regulations, Sections 15060(c) and
5 15378(b); and

6 WHEREAS, A copy of the CEQA determination is on file with the Secretary to the
7 SFMTA Board of Directors and is incorporated herein by reference; and

8 WHEREAS, The SFMTA Board of Directors adopted Resolution No. 220419-037 on
9 April 19, 2022, authorizing the Director of Transportation to execute a five-year agreement for
10 procurement of single- and multi-space meters and services, with an option to extend for five
11 additional years, which is on file with the Clerk of the Board of Supervisors in File No. 220544;
12 and

13 WHEREAS, This contract is subject to approval by the Board of Supervisors under
14 Charter, Section 9.118, because expenditures are anticipated to exceed \$10,000,000 over the
15 term of the Contract; now, therefore, be it

16 RESOLVED, That the Board of Supervisors authorizes the SFMTA to execute Contract
17 No. SFMTA-2022-13 with LAZ Parking California, LLC, for Parking Meter Coin and Parking
18 Data Collection Services, for a total contract amount not to exceed \$24,617,587 and for a for
19 a base term of five years, with the option to extend the term for up to five additional years;
20 and, be it

21 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFMTA to
22 exercise said option to extend the term of the contract for an amount not to exceed
23 \$26,181,245 for a total contract amount not to exceed \$50,798,833 (which is the sum cost of
24 the base and option terms), which option the SFMTA may exercise without further action by
25 the Board of Supervisors; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the
2 SFMTA to enter into any amendments or modifications to the Agreement that the SFMTA
3 determines, in consultation with the City Attorney, are in the best interest of the City, do not
4 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the
5 purposes of the Agreement or this Resolution, and are in compliance with all applicable laws,
6 including the City's Charter; and, be it

7 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
8 executed by all parties, the Director of Transportation of the SFMTA shall provide the final
9 agreement to the Clerk of the Board for inclusion into the official file.

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

Agreement between the City and County of San Francisco and

LAZ Parking California, LLC

for Coin and Data Collection and Associated Support Services

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

**Agreement between the City and County of San Francisco and
LAZ Parking California, LLC
Contract No. SFMTA-2022-13**

This Agreement for Coin and Data Collection and Associated Support Services (Agreement) is made as of _____, in the City and County of San Francisco (City), State of California, by and between LAZ Parking California, LLC (Contractor) and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to contract for Coin and Data Collection and Associated Support Services for parking meters under the jurisdiction of the SFMTA and the Port of San Francisco (PORT).

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on December 8, 2021, pursuant to which City selected Contractor as the highest-qualified scorer.

C. The Local Business Enterprise (LBE) subcontracting participation requirement for this Agreement is five percent (5%).

D. The Agreement was approved by the SFMTA Board of Directors on April 19, 2022, and by the San Francisco Board of Supervisors on _____ as required by San Francisco Charter Section 9.1118.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, regardless of capitalization, it shall have the meaning set forth below. Where a word or phrase is capitalized but not defined below, it shall have the meaning set forth in the glossary in Appendix A, Statement of Work:

1.1 “**Acceptance**” means the formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with

the Acceptance criteria set out in Section 6.5. “**Agreement**” or “**Contract**” means this written contract executed by the City and Contractor, including the Recitals, Appendices, attachments, and other documents incorporated by reference, covering the performance of the Work and furnishing of labor, materials, equipment, tools, and services, including Work incidental to the procurement, to include all Conformed Contract Documents, Contractor’s proposal submissions, the Contract bonds or other security, all Contract Modifications, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “**Amendment**” or “**Contract Modification**” means a written order, issued by the City to Contractor, covering changes in the Contract documents within the general scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

1.3 “**Award**” means notification from the City to Contractor of acceptance of Contractor’s Proposal, subject to the execution and approval of a satisfactory Contract, and to such other conditions as may be specified or otherwise required

1.4 “**Board of Supervisors (BOS)**” means the Board of Supervisors of the City and County of San Francisco.

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

1.6 “**Certification**” means certification by the Controller of City that funds necessary to make payments as required under the Agreement are available in accordance with Section 6.302 of the City Charter.

1.7 “**Change Notice**” means a written interpretation, revision, or addition to the RFP issued before proposal opening.

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

1.9 “**City Data**” or “**Data**” means all data given to Contractor by City in the performance of this Agreement

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

1.11 “**Confidential Information**” means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical

Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.12 “Conformed Contract Documents” means the contract documents revised to incorporate all changes made during the proposal period by Change Notice and to incorporate information included in the Proposal accepted by the City.

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

1.14 “Contractor” or “Consultant” means LAZ Parking California, LLC.

1.15 “Controller” means Controller of the City.

1.16 “C&P” means SFMTA Contracts and Procurement.

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

1.18 “Data Center(s)” means a physical location within United States or Canada where the Contractor (or its subcontractor) houses and operates the hardware (including computer servers, routers, and other related equipment), should the Contractor host on the Internet any Application and City Data pursuant to this Agreement.

1.19 “Day” means calendar days, unless otherwise designated.

1.20 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the equipment, components, materials and Services and all other work product described in the “Statement of Work” attached as RFP Appendix A.

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

1.22 “Effective Date” means the date the SFMTA directs Contractor in writing (Notice to Proceed) to commence performing the Services and confirms that the City’s Controller has certified the availability of funds for this Agreement as provided in Section 4.1.

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

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

1.25 “Meter” or “Parking Meter” single of multi-space hardware responsible for taking parking patron payment in exchange for parking rights.

1.26 “MTAB” means Municipal Transportation Agency Board of Directors.

1.27 “Notice to Proceed (NTP)” means a written notice from the City to the Contractor of the date on which it shall begin the Work.

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

1.29 “Performance Bond” means security issued by a corporate surety, acceptable to the City and on a form furnished by the City, to guarantee the performance of obligations under the Contract.

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

1.31 “Proposal” means the technical and management information and prices submitted in the prescribed format and on the prescribed forms in response to the Request for Proposals.

1.32 “Purchase Order” means the written order issued by the City to the Contractor, confirming certification of funds as provided in Section 4.1.

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

1.34 “Services” means the work performed by Contractor under this Agreement as described in the Statement of Work (Appendix A to this Agreement).

1.35 “Subcontractor” means any individual, partnership, firm, or corporation that undertakes integrally on the Project the partial or total design, manufacture, or performance of one or more items of work under the terms of the contract. As used herein, the terms subcontractor and sub-supplier are synonymous.

1.36 “Surety” means the corporate body, licensed to issue bonds in the State of California, bound with and for the Contractor for the full and complete performance of the contract and for the payment of all debtors pertaining to the work.

1.37 “**Work**” means the furnishing of all services, products, materials, equipment, tools, supplies and the performance of all requirements called for by the Contract and necessary to the completion of the Contract.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date, as evidenced by SFMTA’s issuance of the Notice to Proceed, and expire five years from the Effective Date, unless earlier terminated or extended as provided herein.

2.2 The City has the option to extend the Agreement for up to five additional years. The City may extend this Agreement at the Director of Transportation’s sole and absolute discretion beyond the expiration date by exercising the option by unilaterally modifying this Agreement as provided in Section 16.5 (Modification of this Agreement).

2.3 Should the City extend the agreement beyond the base-term, then on the first calendar day of the month following each anniversary of the Effective Date of the Agreement, fees listed in this Appendix B shall be adjusted: 1) in direct proportion to the percentage increase in the current Consumer Price Index for Urban Wage Earners for the San Francisco Bay Area ("CPI") for the month immediately preceding the applicable anniversary date ("Current Index") over the CPI for the month of XX, 202X ("Base Index"), or by 3%, whichever is lower. If the Current Index has increased over the Base Index, the adjusted fee amount shall be calculated by multiplying the current fee amount by a fraction, the numerator of which is the Current Index and the denominator of which is the Base Index, as follows:

Current index

Base index x current fee amount = adjusted fee amount

Article 3 Statement of Work

3.1 The Agreement covers coin and data collection services and associated administrative and IT support services related to City’s (SFMTA and PORT) on-street parking meter systems (~26,000 parking spaces).

Article 4 Financial Matters

4.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability, or expense of any kind to

City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

4.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 16.5 (Modification of this Agreement).

4.3 Compensation.

4.3.1 Payment. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in this Article 4 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. Subject to any subsequent deductions for Liquidated Damages as listed in Appendix C, the City agrees to pay an amount not to exceed **Fifty Million Seven Hundred Ninety-Eight Thousand Eight Hundred Thirty-Three Dollars (\$50,798,833)** in accordance with the terms and conditions of this Agreement. The breakdown of costs associated with this Agreement appears in Appendix B (Cost Schedule), incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

4.3.2 Payment Limited to Satisfactory Deliverables. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables even if the unsatisfactory character of such Deliverables may not have been apparent or detected at the time such payment was made. Deliverables that do not conform to the requirements of this Agreement may be rejected by City and in such case, Contractor must cure any non-conformity without delay and at no cost to the City.

4.3.3 Payment Schedule; Management Fees and Labor Charges . The City will make monthly fee payments as compensation for Contractor's performance of the Services.

The fee payments include the fees described below. Contractor shall invoice the services of administrative personnel as separate line items in monthly invoicing, separate from the management fee billings, using the pricing categories in Appendix B (Cost Schedule) to this Agreement

(a) Coin Collection Management Fee: compensates Contractor for scale management (e.g., Jensen), inventory tracking equipment (scanners, CPU, printer), GPS systems and security.

(b) Data Collection Management Fee: compensates Contractor for Dixon Resources (occupancy crew management, dashboards and reporting, real time feed (. json format) to SFMTA data warehouse, custom geo-fencing for LPR occupancy work), occupancy vehicle and associated maintenance and operating costs.

(c) Support Services Management Fee: compensates Contractor for Database Administration Hours, Meter Shop telecommunications, certifications, Medeco XT support. Tableau software support and licensing.

These management fees incorporate compensation to Contractor for overhead and operating expenses that are allocated proportionally to the value and types of service described below. Increases or reductions in the Services shall include increases and reductions in these fees proportional to the type of service increased or reduced.

Management Fee Type –Compensated Expenses	
• Coin Collection (67%)	Office lease, utilities, insurance, bonding, telecommunication for LAZ office staff, vehicles, fuel, repair, and maintenance, office maintenance and uniforms, corporate overhead, collection security seals, training (i.e., safety driver, 1-800 ... number, conflict resolution, wellness). Management Fees cover these specific items
• Data Collection (15%)	
• Support Services (18%)	

(d) **Parking Meter Support Equipment Purchases.** The City will make payment for each order of equipment after its delivery to the Meter Shop and receipt of a proper invoice.

(e) **Parking Meter Smart Cards.** The City will make payment for each order of smart cards after its delivery to the SFMTA Coin Room (Basement, 1 South Van Ness) and receipt of a proper invoice.

4.3.4 Withhold Payments. If Contractor fails to provide Deliverables in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor for such Deliverables until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

4.3.5 Invoice Format. Contractor may invoice SFMTA for all items and Services covered under this Agreement. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA, and must include a unique invoice number. City will make payment as specified in Section 4.3.10, or in such alternate manner as the Parties have mutually agreed upon in writing.

Each invoice shall also include:

- a. Contract number
- b. Purchase Order number
- c. Peoplesoft Supplier Name and ID
- d. Complete description of Services performed and/or goods delivered
- e. Quantity of items
- f. Unit price
- g. Contract payment terms
- h. Amount of sales taxes requested to be paid
- i. Total invoice amount

Contractor's invoices shall be supported by evidence (such as original delivery notes, staff timesheets, or other supporting documents) satisfactory to SFMTA that the Work invoiced has been accomplished and that the materials, listed, if any, are stored and ready for use.

4.3.6 Currency. All payments by the City to Contractor pursuant to this Article 4 shall be in United States Dollars and made by bank-to-bank electronic transfer. Contractor shall provide to SFMTA all routing information required to effect such transfers.

4.3.7 Exchange Rate Risk. The City will not make price adjustments on this Contract to protect the Contractor from fluctuations in the value of the applicable foreign currency in relation to the United States dollar.

4.3.8 Inflation Risk. City will not make price adjustments during the base term of this Contract to protect Contractor from economic inflation. A one-time price adjustment may be considered during extension years.

4.3.9 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due.

4.3.10 Payment Processing.

(a) The City utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

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

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

4.6 Payment Does Not Imply Acceptance of Work. The granting of any payment or payments by the City, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Technical Specifications will be rejected and shall be replaced by the Contractor without delay.

4.7 Payment of Prevailing Wages.

4.7.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Chapter 21C.7 [Miscellaneous Prevailing Wage Requirements] of the San Francisco Administrative Code (Covered Services), as mandated by San Francisco Administrative Code section 21C.7 (S.F. Ordinance 161-16) (a copy of which can be found at: https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-26221) which is incorporated to this Agreement by reference as if fully set out herein. The provisions of Chapter 21C are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

4.7.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (OLSE) and on the Internet at <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it

shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

4.7.4 Posted Notices. Contractor shall post job site notices regarding the obligations imposed by this Section 4.7 at all job sites where Covered Services are to be performed.

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

4.7.6 Reserved. (Certified Payrolls)

4.7.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions to comply with the City's prevailing wage requirements. Steps and actions include but are not limited to requirements that: (i) Contractor will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on Contractor by Chapter 21C of the San Francisco Administrative Code; (ii) Contractor agrees that OLSE employees and agents, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv)

Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's prevailing wage requirements and that these requirements are enforced by OLSE; and (v) that OLSE may audit such records of the Contractor as it reasonably deems necessary to determine compliance with the City's prevailing wage requirements. Failure to comply with these requirements may result in penalties and forfeitures consistent with Administrative Code Chapter 21C, as amended from time to time.

4.7.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus any penalties as set forth in Administrative Code Chapter 21C. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 5 Services and Resources

5.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in the Statement of Work (Appendix A to this Agreement). Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix B, unless Appendix B is modified as provided in Section 16.5 (Modification of this Agreement).

5.2 Qualified Personnel. Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Work. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. Contractor shall notify the City should any assigned personnel listed in Appendix A, section 1.A.1) resign or be terminated.

5.3 Subcontracting.

5.3.1 Contractor may subcontract portions of the Work only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Work. All subcontracts must incorporate the terms of Article 15 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

5.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

- Priority Ventures Management LLC (maintenance application services and support)
- Dixon Resources Unlimited (data collection services)
- FMS Ventures, Inc. DBA Banner Uniform Center
- City Diesel LLC DBA American Diesel (fuel)
- Hi-Times Discount Office Products (office products etc.)
- Clean-A-Rama Maintenance Services (vehicle maintenance)
- Rolling Stock Inc. (seals and other materials)
- TAZ Auto Mobile Detailing (vehicle cleaning and detailing)

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

5.4.1 Independent Contractor. For the purposes of this Section 5.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees, and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state, or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall

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

5.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 5.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

5.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall

immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

Article 6 Liquidated Damages; Credit Assessments; Delay

6.1 Liquidated Damages Schedule. The Schedule of Liquidated Damages (LDs) is in Appendix C. LDs will not be assessed in situations where actual damages are known. Moreover, City may seek damages for matters for which liquidated damages are not provided for and any other damages that may be recoverable by the City and specified elsewhere in the Contract documents. With respect to any breaches or items for which the City has a right to obtain liquidated damages, the City will not seek actual damages or any damages in excess of the liquidated damages to which it is be entitled. Contractor agrees that the liquidated damages described in this Agreement are not a penalty, but are fair and negotiated compensation to the SFMTA for losses it will incur arising from Contractor's breach (that is, failure to perform the Services as required by this Agreement) where the City's actual damages arising from Contractor's breach would be difficult or impossible to determine at the time of said breach.

6.2 Reserved. (Credit Assessments).

6.3 Unavoidable Delay. An Unavoidable Delay is an interruption of the Work beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays include and are limited to acts of God; floods; windstorms; tornadoes; earthquakes or other natural disasters; acts of terrorism; wars; riots; insurrections; epidemics or pandemics; quarantine restrictions; strikes and lockouts; freight embargoes; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the entire Work; the prevention by the City of the Contractor's commencing or prosecuting the Work. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the Work are delayed thereby, as determined by the City acting reasonably.

6.4 Notification of Delay. The Contractor shall notify SFMTA as soon as the Contractor has, or should have, knowledge that an event has occurred that will result in an

Unavoidable Delay of deliveries. Within five calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

6.5 Request for Extension of Time. The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by SFMTA to evaluate and determine a request for an extension of time. SFMTA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension of time and the duration of such extension. SFMTA shall notify the Contractor of its decision in writing. The granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or of any other rights to which the City is entitled.

Article 7 Bonding Requirements

7.1 The Contractor shall maintain at its own expense, and furnish to City, within 30 Days following the receipt of the Notice to Proceed of the Contract, corporate surety bonds, as follows:

7.1.1 A Performance Bond in the amount of \$1,000,000 to guarantee Contractor's faithful performance of all obligations regarding the Services to be furnished under the Contract. The SMFTA may call and claim against the Performance Bond to cover the Agency's costs incurred in using its own forces to perform the Services or another vendor to perform the Services if the Contractor is unable or unwilling to perform the Services.

7.2 The corporate surety on these bonds must be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties, bond coverage forms, and requests for changes to the bonding requirements must be approved by the City's Risk Manager. During the period covered by the Contract, if the surety on these bonds shall, in the opinion of the City's Risk Manager, become insolvent or unable to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within 30 days after notice given by the City to the Contractor, shall by supplemental bonds or otherwise substitute another and sufficient surety approved by the Risk Manager in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such 30-day period to substitute another and sufficient surety, the Contractor shall, if the City so elects, be deemed to be in default in the performance of its obligations hereunder, and the City, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or proceeding against the Contractor and the surety, or may deduct from any monies then due or which thereafter may become due to Contractor under the Contract the amount for which the surety, insolvent or unable to pay as aforesaid, is obligated on the bonds, and the monies so deducted shall be held by the City as collateral security for the performance of the conditions of the bonds.

Article 8 Letter of Credit

8.1 As an alternative to furnishing the performance bond(s) under Section 7, Contractor may submit within 30 Days following the receipt of a Notice to Proceed, one or more letters of credit in the amounts described in subsection 7.1.1 that comply with the requirements set forth below.

8.2 Any and all letters of credit issued pursuant to this Agreement shall be obtained from a national or California bank with at least a Moody's A rating and having at least one branch office within the City and County of San Francisco. The letter of credit shall be a confirmed, clean irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation. The letter of credit shall have an original term of one year, with automatic extensions of the principal amount throughout the term of the contract, or until released by the City. The letter of credit shall provide that payment of the entire face amount of the letter of credit, or any portion thereof, shall be made to the City and County of San Francisco, upon presentation of a written demand to the bank signed by the General Manager on behalf of the City and County of San Francisco. The letter of credit shall constitute a security deposit guaranteeing all progress payments for which the letter of credit is issued.

8.3 If Contractor defaults with respect to any provision of this Agreement, City may, but shall not be required to, make its demand under the letter of credit for all or any portion thereof to compensate City for any loss that City may have incurred by reason of Contractor's default. City shall present its written demand to the bank for payment under the letter of credit only after City shall have made its demand for payment directly to Contractor, and five full business days have elapsed without Contractor having made payment to City or otherwise cured the default. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of a letter of credit is so used or applied, Contractor, within 10 business days after written demand, therefore, shall reinstate the letter of credit to its original amount; Contractor's failure to do so shall be a material breach of this Agreement.

8.4 Any letter of credit issued hereunder shall provide for 60 days' notice by the bank to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business days prior to its expiration. If Contractor fails to do so, City shall be entitled to present its written demand for payment of the entire face amount of the letter of credit. Any amounts so received by City shall be returned to Contractor upon replacement of the letter of credit.

8.5 If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City shall return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City rightfully is entitled, together with interest

thereon at the legal rate of interest, but City shall not otherwise be liable to Contractor for any damages or penalties.

Article 9 Insurance and Indemnity

9.1 Insurance.

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

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

(b) Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Reserved. (Professional Liability Coverage)

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

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

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full life of the Agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Fidelity Bond (Crimes Insurance) with coverage in the amount of not less than \$500,000 per claim.

(h) Reserved. (Pollution Liability Insurance)

9.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

9.1.3 Waiver of Subrogation Endorsements

(a) The Workers' Compensation policy(ies) and General Liability 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.

9.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

9.1.5 Other Insurance Requirements

(a) 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 16.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, 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.

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

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

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

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

9.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by

City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 10 Liability of the Parties

10.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4.3.1 (PAYMENT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

10.2 Liability for Use of Equipment. City shall not be liable for any damage to Contractor's employee(s) or other persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend, and save harmless City from and against any and all claims for any damage or injury of any type arising from the use,

misuse, or failure of such equipment, whether such damage be to the contractor, its employees, City employees, or third parties, or to property belonging to any of the above.

10.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 11 Payment of Taxes

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

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

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

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

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

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

Article 12 Termination and Default

12.1 Termination for Convenience

12.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor a 90-Day written notice of termination. The notice shall specify the date on which termination shall become effective.

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

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

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

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

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

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

(f) Transferring title to the SFMTA and delivering in the manner, at the times, and to the extent, if any, directed by the SFMTA the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the SFMTA.

(g) Using its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the SFMTA, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a

price(s) approved by the SFMTA; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the SFMTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the SFMTA may direct.

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

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

(a) The cost to Contractor, for all Deliverables completed and accepted prior to the specified termination date, for which Deliverables the SFMTA has not already tendered payment. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

12.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically listed in Section 12.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Work under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 12.1.3.

12.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Deliverables covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 12.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced

amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

12.1.6 The City's payment obligation under this Section shall survive termination of this Agreement.

12.2 Termination for Default; Remedies.

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

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

4.5	Submitting False Claims
5.5	Assignment
Article 9	Insurance and Indemnity
Article 11	Payment of Taxes
15.11	Alcohol and Drug-Free Workplace
16.9	Compliance with Laws
Article 18	Data and Security

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

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or

approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

12.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 12.2.2 shall survive termination of this Agreement.

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

12.2.4 Any notice of default must be sent to the address set forth in Article 16, and in the manner prescribed in Article 16.

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

12.4 Rights and Duties upon Termination or Expiration.

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

- 4.3.2 Payment Limited to Satisfactory Deliverables
- 4.4 Audit and Inspection of Records
- 4.5 Submitting False Claims

Article 9	Insurance and Indemnity
10.1	Liability of City
10.3	Liability for Incidental and Consequential Damages
Article 11	Payment of Taxes
12.1.6	Payment Obligation
13.1	Ownership of Results
13.2	Works for Hire
16.6	Agreement Made in California; Venue
16.7	Construction
16.8	Entire Agreement
16.9	Compliance with Laws
16.11	Severability
Article 18	Data and Security

12.4.2 Subject to the survival of the Sections identified in Section 12.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 13 Intellectual Property Rights

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

13.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's

copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 14 Authority of Contract Administrator; Claims; Disputes

14.1 Authority of SFMTA Contract Administrator. The SFMTA Contract Administrator shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. In discharging the responsibilities outlined above, the SFMTA Contract Administrator shall at all times act fairly and reasonably. Any appeal of the SFMTA Contract Administrator's decisions shall be in accordance with the provisions of Section 14.4 of this Agreement. As with any claim, change, extra or additional work, Contractor shall be paid in accordance with the payment provisions set out in Article 4 of this Contract when the dispute is finally resolved.

Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the SFMTA Contract Administrator, who, in consultation with other City representatives, as applicable, and with input from the Contractor, shall decide the true meaning and intent of the Contract. The SFMTA Contract Administrator's decision in this regard shall be administratively final and conclusive.

14.2 Claims for Additional Compensation.

14.2.1 Contractor shall not be entitled to the payment of any additional compensation for any action, or failure to act, by the SFMTA, including failure or refusal to issue a Contract Modification or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Project Manager due written notice of potential claim.

14.2.2 The written notice of potential claim shall set forth the reasons for which Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the SFMTA Contract Administrator prior to the time that Contractor shall have performed the work giving rise to the potential claim for additional compensation, or in all other cases, within 15 Days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

14.2.3 It is the intention of the Parties that differences between the Parties arising under and by virtue of the Contract be brought to the attention of the SFMTA at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly be taken. Contractor agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

14.3 Other Claims. For any dispute involving a question of fact that does not involve a claim for additional compensation, the aggrieved party shall furnish the other party with a notice of dispute within 15 Days of the determination of the dispute. The party receiving a notice of dispute shall submit a written reply with 15 Days of delivery of the notice. The notice and response shall contain the following: (a) a statement of the party's position and a summary of the arguments supporting that position, and (b) any evidence supporting the party's position.

14.4 Resolution of Disputes. Disputes arising in the performance of this Agreement that are not resolved by negotiation between the SFMTA Contract Administrator and Contractor may be appealed to the Parking Director, who will decide the matter after affording the Contractor an opportunity to be heard and to offer evidence in support of its position. The decision of the Parking Director shall be administratively final and conclusive.

14.5 No Cessation of Work. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the written directions of the SFMTA Contract Administrator.

14.6 Alternative Dispute Resolution. If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process.

Article 15 Additional Requirements Incorporated by Reference

15.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 15, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca.

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

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

15.4 Non-Collusion. By submitting a proposal, the Proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its surety shall be liable to the City for all loss or damage which the City may suffer thereby; and the City may advertise for a new contract for said equipment.

15.5 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (a) asking such applicants about their current or past salary or (b) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

15.6 Nondiscrimination Requirements

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

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

15.7 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least five percent of the Services except as otherwise authorized in writing by the CCO. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

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

15.9 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

provisions in Chapter 83. Contractor shall hire fifteen (15) professional service trainees during the term of this Agreement.

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

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

15.13 Reserved. (Slavery Era Disclosure)

15.14 Reserved. (Working with Minors)

15.15 Consideration of Criminal History in Hiring and Employment Decisions

15.15.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in

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

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

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

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

15.18 Reserved. (Distribution of Beverages and Water)

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

15.20 Reserved. (Preservative Treated Wood Products).

15.21 COVID Vaccination and Safety Requirements. Contractor shall comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Declaration"), dated February 25, 2020, and the Vaccination Policy for City Contractors issued by the City Administrator on October 22, 2012 ("Vaccination Policy"), as those documents may be amended from time to time. (See City Administrator website at TBD). The requirements stated in the Declaration and Vaccination Policy are material terms and conditions of this Agreement.

15.21.1 Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement and shall inform them of the COVID safety and vaccination requirements stated in the Vaccination Policy.

15.21.2 Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update said list whenever it hires an additional Covered Employee. Contractor shall provide that list to the City on request.

15.21.3 Contractor shall complete and submit to the SFMTA the "Contractor Attestation Affirming Compliance With San Francisco's Covid-19 Contractor Vaccination Policy" form (Appendix D) confirming Contractor's compliance with the Vaccination Policy. Contractor must submit a new Attachment A (to the Attestation Form) if at any point the Contractor assigns a new Covered Employee to work on the contract and determines that the new Covered Employee is eligible for a qualifying exemption under the Vaccination Policy.

15.21.4 Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors' compliance with the Vaccination Policy and the Declaration.

15.21.5 Contractor shall coordinate and confirm with the SFMTA that the Agency can safely accommodate at its worksite any Contractor's Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt Covered Employees who are accommodated comply with any required health and safety protocols.

Article 16 General Provisions

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

To City: San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Attn: Lorraine R. Fuqua, Contract Administrator
415.646.4524
lorraine.fuqua@sfmta.com

To Contractor: LAZ Parking California, LLC
5901 Christie Avenue, Suite 202
Emeryville, CA 94608
Rod Howery, Regional Vice President

rhowery@lazparking.com

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

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

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

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

16.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 16.1 (Notices to the Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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

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

16.8 Entire Agreement. This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. All appendices to this Agreement are incorporated by reference as though fully set forth. This Agreement may be modified only as provided in Section 16.5 (Modification of this Agreement).

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

16.10 Time. Time is of the essence in this Agreement.

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

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

16.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement and the RFP. In case of any conflict between the RFP and this Agreement, this Agreement shall have precedence.

Article 17 SFMTA Specific Terms

17.1 Large Vehicle Driver Safety Training Requirements.

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

17.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further,

Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 18 Data and Security

18.1 City Data

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

18.1.2 Use of City Data. Contractor agrees to hold City Data received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

18.2 Proprietary or Confidential Information

18.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that all data that it collects in the course of performing the Services is Confidential Information that Contractor shall only access and use as allowed under this Agreement or as specifically authorized and directed by the SFMTA in writing. The performance of the work or services under this Agreement may involve access to City Data that the SFMTA deems to be Confidential Information. Confidential Information includes but is not limited to the following:

- (a) Collection schedules and routes
- (b) Coin delivery schedules

(c) Value of collections

(d) Identification and information concerning collection equipment, including but not limited to electronic collection keys

In addition, Contractor and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information, and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, the City may bring a false claim action against the Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Contractor. Contractor agrees to include all of the terms and conditions regarding Confidential Information contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

18.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, the Contractor agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement, or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

18.2.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any proprietary or Confidential Information and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the City, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. Contractor shall take all necessary steps to ensure that the Confidential Information is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any of the Confidential Information, it shall provide the City with prompt notice thereof and shall not divulge any information until the City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

18.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

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

18.2.6 Cooperation to Prevent Disclosure of Confidential Information. Contractor shall use its best efforts to assist the City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Contractor shall advise the City immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will cooperate with the City in seeking injunctive or other equitable relief against any such person.

18.2.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

18.2.8 Surrender of Confidential Information upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within five Days from the date of termination, return to City any and all Confidential Information received from the City, or created or received by Contractor on behalf of the City, which are in Contractor's possession, custody, or control. The return of Confidential Information to City shall follow the timeframe and procedure described further in this Agreement (Article 18).

18.2.9 Data Security. To prevent unauthorized access or "hacking" of City Data, Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) Contractor's physical facilities, and (c) Contractor's networks. Contractor shall provide security for its networks and all Internet connections consistent with best practices observed in the financial services industry, and shall promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. Contractor will maintain appropriate safeguards to restrict access to City's Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to the City's Confidential Information and hosted City Data. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data. City Data classified as Confidential Information shall be encrypted at rest and in transit with controlled access. Contractor shall also establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 4 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Contractor warrants to the City compliance with the following (as periodically amended or updated) as applicable:

- (a) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798, et seq):
- (b) The European General Data Protection Regulation (GDPR)
- (c) Compliance with the following, as applicable:

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, where federal funding is involved, and show evidence of having an active compliance program;

(ii) Based upon the City's classification of Data: Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines.

18.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

18.2.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 18.

18.2.12 Data Transmission. The Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g., HTTPS or SFTP or most current industry standard established by NIST). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the continental United States.

18.3 SSAE 18, SOC 2, Type II Report, and/or SOC 1 Audit Report.

18.3.1 Contractor shall provide to City, on an annual basis, an SSAE 18, SOC 2, Type II Report, and an SSAE SOC 1 audit report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. Upon City's written

request, Contractor shall provide a so-called “negative assurance opinion” to City as soon as said opinion is received by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor’s data privacy and information security program. In the event that an annual Audit Report that finds a material data privacy or information security issue, Contractor shall, upon written request by City, provide to City any additional Audit Reports and “negative assurance opinions” as City may reasonably request in order to help enable City to see if Contractor’s mitigation measures have been effective in addressing such issue(s).

18.3.2 Audit of Contractor’s Policies. Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

18.3.3 Information Security Audits. Contractor must contract with an independent third-party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with the City. All audit findings must be remedied.

18.3.4 Audit Findings. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor’s data privacy and information security program.

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

18.5 Reserved. (Business Associate Agreement).

18.6 Reserved (Disaster Recovery).

Article 19 Included Appendices

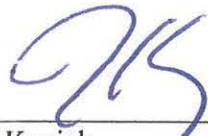
19.1 The following appendices are attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties:

- A. Statement of Work and listed Attachments
- B. Calculation of Charges
- C. Liquidated Damages
- D. Contractor Attestation Affirming Compliance With San Francisco’s Covid-19 Contractor Vaccination Policy

Article 20 MacBride Principles And Signature

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

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

<p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary to the Board</p> <p>Board of Supervisors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Clerk of the Board</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2022\1000453\01589938.docx</p>	<p>Contractor</p> <p>LAZ Parking California, LLC</p> <hr/>  <p>Michael Kuziak Chief Operating Officer Email: mkuziak@lazparking.com W (860)761-0388 C (860) 685-1084 One Financial Plaza, 14th Floor, Hartford, CT 06103</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number: 0000016454</p>
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Appendix A

Statement of Work Coin and Data Collection Services and Associated Support

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I. Table of Terms and Abbreviations

Term or Abbreviation	Description
Business Intelligence (BI)	Business Intelligence (BI) comprises the strategies and technologies used by enterprises for the data analysis of business information. BI technologies provide historical, current, and predictive views of business operations. Common functions of business Intelligence technologies include reporting, online analytical processing, analytics, dashboard development, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, predictive analytics, and prescriptive analytics.
Business Day	Monday through Friday, excluding holidays.
Business Hours	Monday through Friday, 8 a.m. to 5 p.m.
Cashbox	Coin depository within multi-space meter
CBA	Collective Bargaining Agreement
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 Proposer who is awarded the contract]
CSV	Comma separated values file
Cummins-Allison/Jet Sorter	Coin sorting and counting hardware/software
Data Collection Crew	One driver and one or two parking meter collector
Day	A calendar day
Fiscal Year	July 1 – June 30
FTP	File transfer protocol

Term or Abbreviation	Description
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer
KPI	Key Performance Indicators (e.g., collection route revenue, meter and pay station revenue, frequency of collections, collection area coverage, skipped meters)
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
Maintenance App	An application developed for SFMTA meter shop. Maintenance application contains multiple modules including maintenance, data and coin collection, meter condition reporting
Medeco	Manufacturer of electromechanical locks
Medeco Nexgen End of Cable	Legacy Medeco system that allows establishing a relation between collection subroute and collection vault number. For example, collection subroute 101.3 is collected by using collection vault number 122
Meter Condition Report (MCR)	A visual inspection of parking meter hardware. Observed meter condition is reported via maintenance application.
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
MST	Money Systems Technology Inc., manufacturer of the coin sorter
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

Term or Abbreviation	Description
OBIEE	Oracle Business Intelligence Enterprise Edition Plus, also termed as the OBI EE Plus, is Oracle Corporation's set of business intelligence tools consisting of former Siebel Systems business intelligence and Hyperion Solutions business intelligence offerings
Pay Station	Multi-space parking meter
PMD	Parking Meter District (e.g., Civic Center, Hayes Valley, SOMA, Fisherman Wharf, Fillmore, Outer Sunset)
Port Parking System	Parking Meters and Pay Stations that the SFMTA manages on behalf of the Port of San Francisco
Power BI	Power BI is a business analytics service by Microsoft. It is part of the Microsoft Power Platform
SFMTA	San Francisco Municipal Transportation Agency
SFTP	Secured File Transfer Protocol (encrypted data transfer)
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 IPS, Mackay, Pay-by-Phone, Conduent and other parking operational systems used by SFMTA.
SFMTA Meter Repair Shop	SFMTA meter maintenance headquarters, located at 1508 Bancroft St, San Francisco
SFMTA Server Room	SFMTA's primary information systems site
Single-Space Meters Collection Crew	One driver and two parking meter collectors
SOP	Standard Operating Procedure
SOW	The Statement of Work contained in this Appendix H describing the Services Contractor shall perform.
SQL	Structured Query Language
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

1. Administration

A. Administrative Staffing

- 2) Contractor shall provide the following (full time) administrative staffing:
 - a. Contract Manager who works full time for SFMTA and does not work for other clients. Contract Manager is responsible for to managing coin and data collection and other Services covered by this SOW.
 - b. Coin and Data Collections Manager who works full time for SFMTA and does not work for other clients. Coin and Data Collections Manager is responsible for managing coin and data collection and other Services covered by this SOW.
 - c. Office Manager who works full time for SFMTA and does not work for other clients. Office Manager is responsible for managing coin and data collection office, performs various administrative duties, and supports Contractors' employees performing Services covered under the Agreement resulted from this SOW.
 - d. Analyst who works full time for SFMTA and does not work for other clients. Analyst is responsible for various analytical tasks in connection with Services and tasks performed under the Agreement resulted from this SOW.
 - e. Senior Executive (e.g., Regional Manager) who dedicates at least 10% of their time working for SFMTA providing corporate support for Coin and Data Collection line workers, supervisors, office staff and management.
- 3) The **Contract Manager** shall have the overall responsibility for delivering all the Services to the City.
- 4) The **Coin and Data Collections Manager** shall have general oversight of all Contractor's employees working on parking meter and data collections shifts. The Collections and Data Manager shall ensure that all crews complete their daily assignments following established collection schedule. The Coin and Data Collections Manager shall monitor all the daily activities and track such problems as broken meters, faulty keys, locks, and/or any other collection equipment problems that might arise
- 5) The **Office Manager** shall support the delivery of all Services by organizing office operations and procedures, preparing payroll, controlling correspondence,

designing filing systems, reviewing, and approving supply requisitions, assigning, and monitoring clerical functions and prepare SFMTA and PORT invoices and supporting documents.

- 6) The **Analyst** shall provide an analysis of meter transaction variances, conduct daily coin reconciliation, analyze collection schedule effectiveness, and perform monitoring of various collection KPIs. Analyst position shall be responsible for providing monthly revenue and reconciliation reporting utilizing BI tool (e.g., Power BI, OBIEE) and other analytical duties as assigned.
- 7) The **Senior Executive** shall provide and executive oversight and support of Contractor's Services performance; ensure that the Contract Manager and staff have all the resources needed to deliver the Services to SFMTA, and provides overall guidance, training, and support for management staff. The Senior Executive shall participate in monthly meetings with SFMTA to address Services delivery quality, timeliness, and Contract requirements.

B. Coin and Data Collection, Coin Delivery and Support Services

- 1) Contractor shall provide coin, data collection and support services the SFMTA's parking meter program as described in this Appendix A (SOW) Sections 2, 3, 4 and 5. Coin collection shall include both single and multi-space meters. Data collection shall include but not be limited to meter condition, occupancy, inventory, parklets, construction sites, signage, and curb regulations. Coin delivery services shall include delivering collected meter coins to SFMTA counting facility located in the basement of 1 South Van Ness building. Support services shall include providing IT support for relevant to coin and data collection parking systems, revenue reconciliation, meter transaction variance analysis, electronic lock software, Nexgen collection key management, and parking ambassadorship.
- 2) Contractor shall ensure that all collection routes are covered according to the collection schedule approved 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.

- 3) Contractor shall provide support (via mobile phone and in person) to collection crews in the field to address any problems that arise in performing the Services in the field. The On-Street Supervisor shall monitor all Crew Leaders and collectors to ensure that they are following approved policies and procedures.

C. Facility

- 1) Contractor shall provide a coin and data collections facility (Collections 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. SFMTA shall have the access to the life feed and 3 months' worth of recording history.
- 2) The Collections Facility shall be located at 2200 Jerrold Ave, Unit M, San Francisco, CA 94124 and be available for access to SFMTA's employees.
- 3) The Collections Facility shall have, at a minimum, a land line telephone, document scanner and printer, e-fax machine, computer network with high-speed internet access (both LAN and Wi-Fi).
- 4) The Collections Facility shall meet all applicable OSHA rules/standards and have restrooms, locker rooms and a designated break area that is segregated from secured areas of the facility. The SFMTA reserves the right to inspect Contractor's facilities used in the performance of the Services, to confirm that such facilities are sufficient for the purposes described in the Agreement.
- 5) The SFMTA reserves the right to direct Contractor to perform the Services in SFMTA-owned or leased property at any time during the Agreement. Should this occur, SFMTA and Contractor will negotiate a schedule and costs for the move and reduction of Contract Amount for the lease of the unused facilities.
- 6) All visitors entering the Collections Facility. Lists of visitors should be kept,

stored and accessible in an electronic format for the term of the Agreement.

- 7) SFMTA shall have the option to request Contractor to store coin revenue at Contractor's facility in case of emergency and to hire on-call security guard for the duration of the emergency coin storage.

D. Hours of Operations

- 1) Contractor shall provide adequate administrative and support staff in its coin and data collection facility to support various coin and data collection Services.
 - a. Coin collections hours: 5:30AM to 2PM, M-F.
 - b. Coin delivery to SFMTA hours: 10:30AM to 11:00AM and 2PM to 2:30PM, Monday through Friday.
 - c. Data collections shifts shall be scheduled between the hours of 7AM to 11PM Monday through Friday, with occasional work on Saturdays and Sundays. SFMTA shall submit ad-hoc requests for at least three business days' prior to requested start date.
 - d. Administrative coverage: 8AM to 5PM, Monday through Friday.

Contractor shall perform meter collections daily, Monday through Friday with exceptions of SFMTA's observed holidays. However, the SFMTA reserves the right to require the Contractor to collect coin, data or perform other related tasks on SFMTA-observed meter holidays and weekends. SFMTA shall submit ad-hoc coin collection requests at least three business days' prior to requested start date.

E. Telecommunication Equipment

- 1) Contractor shall provide smart phone devices for each coin and data collection employee while on duty. The employee must securely attach the communication device to their work belt. All communication devices shall be equipped with a GPS tracking system and be accessible from the Contractor's and SFMTA offices. Contractor and designated SFMTA personnel shall track all coin and data collection employees in real time while they are performing collection activities.
- 2) All collection crews shall be always equipped with cellular phones and accessible

by direct communication. Contractor collection employees are strictly prohibited from using any personal communication devices (e.g., cell phones) while performing collection duties unless prior authorization has been given by the Contractor and SFMTA.

- 3) Each two years of the Agreement (starting 60 Days from NTP), Contractor shall supply Meter Shop employees (managers, supervisors, parking meter repairers) with 35 web-enabled smart phones, at no charge to SFMTA. Phone plans shall include unlimited domestic data, talk and text functions. Each phone shall be equipped with a hands-free device, NFC sensor, durable holster.

F. Uniforms

- 1) Contractor shall provide uniforms for all its employees providing the Services. Uniforms may be purchased or rented through professional Services. Each employee shall be provided with at least five sets of uniform per year. Coin handling and delivery staff uniforms shall have no pockets.
- 2) Uniforms shall include pants, shirts, jackets, hats, beanie, black boots (two pairs per calendar year, with the option to replace a defective pair), rain gear (one set per calendar year), and safety class 2 vest (one item with the option to replace a defective item).
- 3) The Uniforms shall be of a standard guard style. All collections personnel must wear their uniforms while on duty. Uniforms are to have the Contractor's corporate name on the front of the shirts, on hats, and on the back of safety vests provided. Collectors must wear safety vests outside of their uniforms or jacket.
- 4) Contractor shall provide each collector with a photo identification badge with the employee's name and the Contractor's name that shall be worn while on duty. The I.D. badge shall not be stored in a pant or jacket pocket; but shall be visibly displayed.
- 5) Contractor shall provide all collectors with equipment necessary to physically secure collection keys, collection cards and other relevant equipment to their person.

- 6) Uniforms and equipment provided by the Contractor are subject to approval by the SFMTA.
- 7) SFMTA may make random unannounced inspections of coin and data collections and coin delivery personnel; and may request employees to empty their pockets. Contractor shall inform all employees of this requirement.

G. Prevailing Wage Ordinance

San Francisco Administrative Code (uncodified) Section 21C.7 (attached here as Attachment 2) requires Contractor to pay prevailing wages to certain classes of employees who perform coin collection services. That Ordinance also requires Contractor to retain persons employed in those classes by the prior coin collections contractor and provide transitional employment for terminated employees. Contractor. The requirement to pay prevailing wages includes wage rates for overtime and holiday work and fringe benefits as paid for similar work performed in the City. Refer to "Prevailing Wage Ordinance, File Number 160593", Attachment 2 to this RFP.

H. Reporting

- 1) Contractor shall provide the reports described in this SOW, Section 1.H.3 using Microsoft Office, Power BI, OBIEE, or a BI tool of Contractor's choice. Current samples of these reports are provided in Attachments 3 to 7 to this SOW.
- 2) Contractor shall submit all meter collection revenue reports in Excel format unless SFMTA approves a request from a Contractor to submit in alternate format.
- 3) Contractor shall provide to the SFMTA following reports.

a) Daily Meter Condition Report (Attachment 3)

Contractor shall provide real-time tracking via Maintenance App for all disabled, broken, or missing meters or pay stations encountered while performing collection duties. *If Contractor discovers a vandalized or broken parking meter hardware, it shall immediately report the issue to the Meter Shop.*

Meter Condition Report produced based on Maintenance App data 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. Vault Lock Won't Open (Green light)
- k. Electronic lock is not properly assigned
- l. No communication
- m. Spinner 180
- n. Spinner 360
- o. Construction zone
- p. No reset
- q. Blank Screen
- r. Bad Collection Card
- s. Collection Lock Won't Open – Red Light
- t. Signage

b) Missing or Damaged Equipment Report (email statement, no set format)

Contractor shall report to SFMTA all missing or damaged equipment before 5 PM on the day Contractor discovers it. Each report shall include the location, equipment ID number, type of equipment, the date and time the equipment was discovered to be damaged, a description of the damaged or lost equipment, and a short description of how the equipment became damaged or went missing.

c) Daily Session Variance Report Analysis (Attachment 4)

Contractor shall provide a "Session Variance Analysis" analysis following the format set out in Attachment 4 to Appendix H (SOW), that compares real-time revenue transactions with database rates and calculates the variance between applied rates and scheduled rates. Contractor's staff shall review the report and produce a daily analysis in summary format for SFMTA staff to review. See Attachment 4 to this Appendix H (SOW).

Provided analysis shall determine what caused daily transaction variance between published meter rates and actual rates charged by meter hardware or pay-by-phone application at the time of the transaction.

d) Weekly Revenue Variance Report (Attachment 5)

Contractor shall produce a "Weekly Revenue Variance Report" that compares a total sum of real-time revenue transactions received in SFMTA database with meter vendors' database totals. See Attachment 5 to this Appendix H (SOW). Provided analysis shall determine what caused a variance between total weekly revenue reported by meter or pay-by-phone vendors and SFMTA database total.

e) Weekly Skipped Meters Report (Attachment 6)

Contractor shall analyze daily electronic lock collection reports and determine which meters were not collected as part of the daily collection assignments. Meters that are not collected shall be referenced against meter condition report (Section 1.H.3.a to this SOW). All instances where meter was not collected without recorded reason shall be investigated and explained in the report. 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.

f) Monthly Revenue Reports (Attachment 7)

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 must contain the collection route inventory number, collection days, collection frequency and route geographical location.
- b. Average revenue by type (with high and low points)
- c. Fiscal Year Revenue by Month by Type
- d. Multi-space revenue by type
- e. Single-space revenue by type
- f. Fiscal year revenue total
- g. Active meter inventory counts for the collection area(s) covered by the report (e.g., Collection Subroute 101.1 –

75 active meter spaces)

- 4) The SFMTA reserves the right to add or modify report requirements.
- 5) SFMTA requires Contractor to conduct regular monthly meetings to evaluate report deliverables. Contractor's Contract Manager, Coin and Data Collection Manager and Analyst shall attend these meetings. Additional meetings may be scheduled as SFMTA may require

I. Training

- 1) Contractor shall provide training specific to the tasks performed by assigned personnel for both line staff and supervisors throughout the term of the Agreement. Training shall cover the task and personnel requirements described in this SOW as well as the Contractor's own procedures.
- 2) Each staff person shall sign a certificate 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.
- 3) Contractor shall provide all safety training required under federal, state and local law, which shall be conducted, as required, at Contractor's expense.
- 4) Contractor shall offer "Smith System" driving training <https://www.drivedifferent.com/> or its equivalent for all drivers on annual basis at no additional cost to SFMTA. Driver certifications shall be kept by the Contractor and made available by request to the SFMTA. Attaining "Smith System" driving certification is a prerequisite of becoming a driver.
- 5) SFMTA may direct Contract to provide additional training as necessary to ensure Contractor's staff are fully trained and informed of Services requirements.

2. Coin Collection Services

A. Staffing Requirements

- 1) For each work shift, Contractor shall provide the following coin collection staffing for each single space or multi space collection crew:
 - a. Single-space coin collector and/or Multi-space coin

- collector (depending on assignment)
 - b. Crew leader
 - c. Collection Supervisor (may be assigned to multiple crews)
- 2) The Single-Space collections crews shall consist of crew leader and two collectors. All crew members perform meter collections. The number of collections by each crew member will be based on collections frequencies, route and sub-route structure, and the geography of City streets.
- 3) The Multi-space collections crews shall consist of a crew leader and one collector. Both crew members shall be present at each pay station while performing multi-space meter collections. The number of collections by each crew member will be based on collections frequencies, route and sub-route structure, and the geography of City streets.
- 4) 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.
- 5) Contractor shall provide at least three supervisors. 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.
- 6) Contractor shall provide mobile support to all the collection crews in the field in case they encounter mechanical, technical or any other problem that interferes with collection activities. Field supervisor shall monitor all crew leaders and collectors to ensure that they are following approved policies and procedures.
- 7) The Coin and Data Manager shall be responsible for oversight of all the Contractor's employees that are engaged in the Services.
- 8) The Coin and Data Collections Manager shall ensure that all crews complete their daily assignments following the Contractor's Standard Operating Procedures.

- 9) Contractor shall monitor all daily activities and track such problems as broken meters, faulty keys, locks, and/or any other equipment problems.
- 10) Collection staff shall have no more than \$1 in change while performing field collection duties. Contractor shall inform their employees of this requirement.

B. Routes and Schedules

- 1) The SFMTA and Contractor will review the list of collection routes/sub-routes and collection schedule and frequency on monthly basis.
- 2) The SFMTA reserves the right to change the routes, route schedule and collection frequency as may be required to respond to meter installations and removals, rate changes, meter pilot programs, security concerns, or when additional or fewer collections are required.
- 3) Contractor shall develop and submit its proposed parking meter collection plan that includes plans for future upgrades of SFMTA parking meters, pay stations and other on-street equipment where at least half of current parking spaces will be managed by multi-space pay stations. Contractor shall submit the plan to SFMTA for review within 30 Days from NTP. Contractor shall incorporate the following parameters into its proposed collection plan:
 - i. Collection work shall be set at a frequency such that the coin canister inside single space meter will not be heavier than an average of 1.5 pounds (approximately \$20 in coin).
 - ii. Contractor shall collect the cash from a Paystation when cashbox amounts reach between \$75 and \$100 dollars.
 - iii. 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.
 - iv. The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
 - v. The collection plan shall minimize the amount of Non-Productive Time.
 - vi. Contractor may elect to combine single- and multi-space collection routes for enhanced revenue tracking.
 - vii. Contractor shall perform meter collections every business day,

- Monday through Friday.
- viii. The proposed collection plan shall assume that parking spaces are split 50/50 between single and multi-space meter hardware (i.e., ~ 2,500 pay stations and 12,000 single space meters).
 - ix. The proposed collection plan shall include multiple schedule options in accordance with these variables:
 - a. All Single space meters are collected at least once per week
 - b. All single space meters are collected at least once every two weeks
 - c. All pay stations are collected every three weeks
 - d. All pay stations are collected every four weeks
 - e. Pay stations are collected on demand when cashbox totals reach between \$75 and \$100 in coins
 - f. Single space MCR is performed on weekly schedule
 - g. Multi-space MCR is performed on weekly schedule

C. Equipment

- 1) Contractor shall be responsible for cleaning, storing, and inventorying the following collection equipment.
 - a) Electronic collection keys (Nexgen), including "end-of-cable" vault locks.
 - b) Nexgen scheduling hardware and software
 - c) Collection vaults and collection vault heads with locks
 - d) Collection carts
 - e) "Out of service" bags, locks, and keys
 - f) High security Medeco locks (used for collection vaults, carts, and vehicles)
 - g) Spare cashboxes
- 2) Contractor shall provide key chains, belt loops and other collection-related equipment as necessary.
- 3) During the term of the Agreement, Contractor shall provide proper security seals at its own expense. Security seals need to be barcoded and logged.
- 4) Contractor shall maintain a complete and orderly inventory list of all the equipment utilized for coin collection Services (both its own and provided by

the SFMTA).

- 5) Contractor shall conduct at least quarterly inspections 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.
- 6) Contractor shall conduct at least quarterly inspections of coin canister receptacle (receiver) on the lid of the collection canister. In addition, Contractor shall inspect the rubber boot on the bottom of the inside of the coin canister receptacle. Contractor shall immediately report any broken Equipment to SFMTA via email.
- 7) Contractor shall conduct daily inspections of coin canisters and cashboxes to ensure that the vault doors are working properly, close and lock correctly, and are not otherwise compromised. 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 in the asset management system. If Contractor discovers that a seal is missing, it must notify the SFMTA's representative immediately and conduct a proper investigation of the incident. Contract Manager shall submit the report to SFMTA within five Business Days of the incident.
- 8) Contractor shall provide the following collection keys controls:
 - a. Contractor shall store and program collection keys only in secured area of the collection facility.
 - b. Maintain electronic collection keys (e.g., cleaning, replacing contact pins, lubricating, RMA service and battery replacement) and related collection equipment in possession of its staff for the duration of the contract term. The Contractor shall not duplicate any keys.
 - c. Report any key or lock failures or losses to SFMTA staff immediately.
 - d. Store key hardware in secured, locked room.
 - e. In case of missing collection key equipment, Contractor shall conduct a full investigation and provide the SFMTA with a written report within five business days of the incident.
 - f. Report lost or broken collection equipment to the SFMTA on the same Day of the incident.

- 9) Electronic meter locks
SFMTA's current parking meter technology utilizes electronic locks. SFMTA will provide Contractor with the appropriate system accesses and equipment to conduct meter collections. At the beginning of every collection day collectors will be issued a Nexgen collection key. Contractor shall schedule collection work utilizing Medeco Nexgen software for all collection shifts separately. For example, should three collections shifts be scheduled for any given day, three separate scheduling tasks shall be performed. SFMTA reserves the right to take over scheduling duties
- a. Contractor's collection employees shall sign for collection keys 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.
 - b. Contractor shall be responsible for security of the electronic collection keys while collecting parking meters. When not in use, the keys shall be stored in locked storage area in Contractor's vehicle or offices.
 - c. Contractor shall provide 24-hour video surveillance of key storage at the Coin and Data Collection facility.
- 10) Vehicles
Contractor shall provide at least ten vehicles (three box trucks, five cargo/compact van type vehicles and two sedans: supervisor and LPR data collection) to perform the Services, (which includes a replacement box van or similar vehicle in case an assigned vehicle breaks down). 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.
- 11) 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 and an anti-theft device that disengages the ignition system.
- e. The rear and side doors shall be equipped with Medeco Padlock 54-7100 series and the Master Lock 15KA or functional equivalent. Any other locks utilized by Contractor must be approved by the SFMTA prior to use.
- f. Only equipment authorized 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 the SFMTA issues to Contractor 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 shall monitor vehicle movements, route history, current and average speeds.
- j. The anti-theft alarm shall be activated any time the vehicle is unoccupied.
- k. Contractor shall outfit the vehicles with motion-activated wireless surveillance cameras in the collection vehicle boxes inside the rear of the vehicle.
- l. Contractor shall equip the vehicles with a digital video recorder device that operates on a continuous loop for at least three days, and that can be used for audit, training or review of a specific incident that requires further study by Contractor or the SFMTA. Video recorder equipment shall be installed on the dashboard and in the storage areas of the vehicles.

- 12) In the addition to the vehicle equipment described in Section 2.C.11 of this SOW, Contractor shall provide a single-space meters collection vehicle with the following specific features:
 - a. An ability to transport at least three people.
 - b. A lift gate to load and off load collection canisters.
 - c. An ability to transfer at least 20 collection vaults, three collection carts and other relevant collection equipment.
 - d. Height not exceeding 9 feet and 4 inches.
 - e. Cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
 - f. Gross Vehicle Weight (GVW) capacity to handle a minimum payload of 3,000 lbs.
 - g. Area to store collection vaults, carts and filled canisters, shall only be accessible through the rear door.

- 13) In the addition to the vehicle equipment described in Section 2.C.11 of this SOW, Contractor shall provide a multi-space meters collection vehicle with the following specific features:
 - a. Vehicles used to collect multi-space pay stations shall be designed to facilitate this collection activity and shall have a secured storage area for pay station cashboxes.
 - b. Storage capacity shall accommodate at least 50 pay station vaults.
 - c. An ability to store pay station cashboxes in compartments accessible through rear and sides of the vehicle.
 - d. Height not exceeding 9 feet and 4 inches.

D. Reporting

Contractor shall issue two following reports to SFMTA each Business day via email. The Reports shall be issued no later than next Business Days after an actual collection has occurred.

- 1) Daily Revenue Collection Report (Attachment 9)
This report is generated to show daily revenue amounts (by meter type), collection crews' statistics and collection routes covered.

- 2) Daily Collection Assignments Completed by Crew Leaders
All the Crew Leaders' daily assignments shall be combined and scanned as one document. This document shall be saved in PDF format

Contractor shall modify existing or add new collection reports as directed by SFMTA. Contractor shall submit said reports daily using the format specified in Attachments 3 to 7.

3. Coin Delivery Services

Contractor shall provide coin delivery Services to SFMTA's designated facility. Contractor shall coordinate delivery of collection canisters and cashboxes to SFMTA coin room where the coin will be counted and prepped into coin bags for armored carrier pickup and delivery to the SFMTA's banking institution for deposit. Once the coin is counted, Contractor's personnel shall retrieve and return the empty canisters and cashboxes to the coin and data collection facility. Currently, coins are delivered to SFMTA twice per day. SFMTA may amend current coin delivery procedures during the Agreement term, which Contractor shall immediately implement. The SFMTA may require a Contractor to store second shift coin canisters and cashboxes in the Collection Facility's for a next day delivery. Contractor shall provide a security guard whenever overnight coin storage is necessary.

A. Staffing Requirements

- 1) SFMTA shall determine the number of coin room operators based on coin volumes. Coin room operators are responsible for the receipt, delivery and care of coin canisters and cashboxes.
- 2) Coin room operators shall perform the following duties
 - Operate coin room equipment in accordance with all applicable OSHA regulations and safety protocols.
 - Provide weekly inspections of all collection carts and coin canisters and report any maintenance issues to the Meter Shop Manager.
 - Contractor shall lubricate moving parts of the collection canister and cart as part of weekly inspection procedures.
 - Conduct monthly coin room asset verifications (e.g., cashboxes, coin canisters, carts, seals).
 - Under no circumstances shall the Contractor remove, replace, copy, or

manipulate a collection canister key or associated hardware parts. Any broken keys and key parts must be submitted to SFMTA Meter Shop the same Day of the incident.

- 3) Contractor shall provide a delivery crew who will drive the vehicle back and forth from coin and data collection facility to the SFMTA coin room. Coin delivery service shall ensure a dual custody procedure whereby a secondary staff member accompanies the driver and assists in transferring the canisters to SFMTA staff. Current process consists of a delivery of single-space coin canisters twice a day (at the end of the first and second shifts; multi-space cashboxes shall be delivered at the end of the shift they are collected). SFMTA reserves the right to adjust and change coin delivery schedule.

B. Schedules

- 1) Contractor shall provide coin delivery Services Monday through Friday during the following hours: 10:30AM to 11:00AM and 2PM to 2:30PM. SFMTA may modify coin delivery schedules.
- 2) SFMTA reserves the right to adjust coin delivery schedules with 24 hours notification.
- 3) Contractor shall supervise coin deliveries to SFMTA and ensure staff safety at all times by implementing appropriate security procedures and protocols, including but not limited real time vehicle tracking.
- 4) Contractor shall immediately notify SFMTA coin room staff in case of delivery delays, interruptions or other issues impacting agreed upon schedules.

C. Equipment

- 1) Contractor shall provide inventory software and five scanners to maintain asset inventory of coin canisters, cashboxes, collection carts, security seals, coin canister's pad locks and inventory handhelds.
- 2) Contractor shall provide digital floor scales capable of weighting up to 1,000 lbs. The scales shall produce a weight receipt that can be printed as a sticker.

- 3) Contractor shall provide portable digital scales (e.g., to weight coin canisters and cashboxes) capable of weighting up to 300 lbs. If requested by SFMTA, Contractor shall provide a weight receipt that can be printed as a sticker.
- 4) Weight receipts shall show the crew and vault number entries.
- 5) Contractor shall provide a computer terminal and laser printer to print the weight receipts. The terminal shall be provided within 30 Days of SFMTA's request.

D. Reporting

Contractor shall follow the direction of SFMTA coin room and Meter Shop supervisors and staff to ensure safety and security in coin delivery process, accurate asset handoffs and verifications, and clear and respectful communication. Additionally, management team shall communicate daily with SFMTA IT Helpdesk at ITSupport@sfmta.com to ensure a consistent data flow to the SFMTA parking data warehouse for a coin reconciliation purposes. Contractor shall specify "SFpark issue" as part of the email ticket subject line.

- 1) Contractor shall scan each coin canister/cashbox barcodes in/out, inspect canister and seals, place crew tag on each vault.
- 2) For any used coin canister/cashbox Contractor shall record a gross weight.
- 3) Contractor shall verify all coin canister/cashbox changing hands, both parties sign off on canisters received or returned by SFMTA.
- 4) Contractor shall place, record, and replace worn crew tags, inspect canisters, place, and scan new bottom seal on each canister, record empty canister weights and scan canisters into the inventory system.
- 5) Contractor shall transfer only sealed junk and foreign coin bags from the SFMTA coin room. Contractor shall not remove unsealed coin bags from the SFMTA coin room.
- 6) Contractor shall deliver sealed junk and foreign coin to the SFMTA Meter Shop in accordance with the agreed schedule.

- 7) Contractor shall pickup collection vaults used for meter maintenance from Meter Shop and deliver to SFMTA coin room each Friday.
- 8) Contractor shall prepare daily yellow (canister vault door) and white (coin receptacle cap) inventory security seals issuance form in electronic format.
- 9) Contractor shall assign applicable multi-space cashboxes to pay stations in the inventory system.
- 10) Contractor shall check in/out multi-space cashboxes used in each day collection process.
- 11) Contractor shall maintain and replace, if necessary, coin canisters bar codes and numbers.
- 12) Contractor shall inspect and report coin canister numbers to SFMTA Meter Shop where number or seal is broken or defaced.

4. Data Collection Services

Data collection shall include but not be limited to meter condition, general vehicle occupancy, inventory, parklets, construction sites, meter overhead and meter pole signage, curb paint conditions and regulations. Contractor shall perform data collection tasks on schedule provided in writing by SFMTA. Some data collection tasks will be project based and require adding part time staff. Some tasks will be conducted on regular basis and some on request. SFMTA may request Contractor to have the same crew performing multiple data collection tasks (i.e., meter condition report and inventory or inventory and occupancy).

A. Meter Condition Report

- 1) Contractor shall collect meter condition data (report details are listed in Section 1.A.3.a of this SOW) while collecting single and multi-space meter hardware or under separate assignment.
- 2) Per SFMTA direction, Contractor shall provide meter condition data collections for spaces excluded from coin collection during any given week. Staffing requirements for meter conditions data collections outside of regular collection

schedule shall be approved by SFMTA prior to each week collection.

- 3) Contractor shall record collected meter condition data by using Maintenance Application or another tool approved by SFMTA.
- 4) Contractor shall submit general Meter Condition Report to SFMTA no later than 12noon the following Business Day. Alerts attributed to vandalism and public hazards shall be reported in real time either via phone/radio or Maintenance Application.
- 5) Contractor shall immediately notify SFMTA staff should any kind of public hazard be discovered during collection Services. An example of public hazard can be a meter pole or meter housing blocking a sidewalk or lying on the ground.

B. Occupancy

- 1) Per SFMTA's direction, Contractor shall conduct manual and automatic occupancy surveys. Manual surveys shall be conducted by foot with recording the data by SFMTA approved tool or application. Automatic occupancy surveys shall be provided by utilizing an LPR equipped vehicle.
- 2) SFMTA will provide LPR hardware, installation, and maintenance service. Contractor shall establish automatic occupancy survey crew (staff and vehicle) 120 Days from NTP.
- 3) For automatic occupancy survey work, Contractor shall provide a vehicle with seating for at least four staff. The vehicle shall utilize hybrid or fully electric engine.
- 4) Contractor shall manage daily workload and deploy occupancy survey crews in accordance with instructions from SFMTA staff.
- 5) Contractor shall manage occupancy crews daily and weekly schedules in accordance with general direction of survey areas provided by SFMTA staff. Contractor shall supervise and adequately staff scheduled occupancy crews.
- 6) SFMTA may direct Contractor to collect occupancy data during any day of the

week.

- 7) Contractor shall provide a data feed to SFMTA data warehouse based on parking occupancy recorded by Genetec LPR Output report (Attachment 11). Data feed requirements and format are presented in Attachment 8 to this SOW. SFMTA will provide a reference table between "block_face_id" and city's street and block. Should SFMTA require other non-metered data collection, SFMTA and Contractor will discuss and agree on format and scope.
- 8) Contractor shall provide (at a minimum) the following occupancy dashboards, based on parking occupancy data represented in Attachment 8 with filters for street and block and PMD:
 - a. Daily occupancy (weekdays vs. weekends)
 - b. Weekly occupancy (weekdays vs. weekends)
 - c. Monthly occupancy (weekdays vs. weekends)
- 9) Contractor shall provide quarterly verifications/audits of LPR reads and GPS accuracy.
- 10) Contractor shall use GIS shape file polygons of metered blocks provided by SFMTA. Contractor shall modify provided polygons to account for GPS accuracy spread (i.e., to accommodate for readings outside of regular block face. For example, sidewalks, buildings, intersections). Contractor shall make such modified shape file geographies available for SFMTA import. Should SFMTA require creation of other non-metered geographies and GIS shape files, SFMTA and Contractor will discuss and agree on format and scope.
- 11) Per SFMTA request, Contractor shall research and create custom GIS collection area shape file (polygon) map of various geographical attributes (i.e., collection route/Subroute, PMR route, street, and block, blockface).
- 12) Contractor shall calibrate LPR occupancy counts in accordance with either visual observations or camera recording.
- 13) Contractor shall research and create custom GIS collection area shapefiles include collection routes/subroutes, PMR route, street and blocks, and block faces) when requested by the SFMTA. The SFMTA shall compensate contractor

for those Services from the Data Management Fee budget, which includes up to 12 hours/month of support for additional requests. Support hours will accumulate with up to 48 unused hours rolling over annually.

C. Inventory (Parking Spaces, Parklets)

- 1) Per SFMTA's direction, Contractor shall conduct parking spaces and parklets surveys. Inventory and parklets data collections are project based and shall be conducted by utilizing regular collection and/or supervisory vehicles.
- 2) Contractor shall manage daily workload and deploy inventory survey crews in accordance with provided instructions/schedule from SFMTA staff.
- 3) Contractor shall staff and supervise scheduled crews.
- 4) Data collection shall be scheduled during weekdays. Collection times shall correspond to Contractor's business hours.

D. Overhead & meter signage, curb regulations

- 1) Per SFMTA's direction, Contractor shall conduct signage and curb regulations surveys.
- 2) Contractor shall manage assigned workload and deploy survey crews in accordance with instructions from SFMTA staff.
- 3) Contractor shall staff and supervise scheduled crews.
- 4) Data collection shall be scheduled during weekdays. Collection times shall correspond to Contractor's business hours.

E. Other tasks data collection tasks

- 1) Per SFMTA's direction, Contractor shall conduct data collection tasks not defined in this SOW. Surveys can be conducted in person by walking assigned routes or using a collection or an LPR equipped vehicle.
- 2) Data collections are project based and shall be adequately managed and

supervised by Contractor's staff.

- 3) Data collection can be scheduled during weekdays or weekends.
- 4) SFMTA will advise Contractor one calendar week prior to requested data collection duties.

5. Support Services

A. General Description

Contractor shall provide IT and parking consultant support services for coin and data collections, off-street and on-street parking operations and management, occupancy, signage, business intelligence tools and best practices research and studies. As part of the "Support Service Management Fee" (see Appendix C, Cost Schedule), Contractor shall provide up to 840 hours a year of database administration (DBA) and IT related support: 240 hours are to be provided at the beginning of each Fiscal Year and 50 hours every month thereafter. SFMTA will advise Contractor on which project to apply dedicated DBA hours. The SFMTA may transfer up to 300 unused hours from a previous contract year to the subsequent contract year. However, all hours shall expire at the end of the Agreement. Provided resources shall be approved by SFMTA staff.

B. Qualified DBA /IT Support

The DBA/IT support Services shall include, but not be limited to, the following:

- 1) Supporting SFMTA Maintenance Application.
- 2) Supporting SFMTA data warehouse (BI, database, middleware, front end).
- 3) Supporting SFMTA coin counting operations.
- 4) Performing re-organizations, as required, assisting in performance tuning, and ensuring maximum uptime of various SFMTA parking applications.
- 5) Enforcing and maintaining database constraints to ensure the integrity of the database.
- 6) Assisting SFMTA in administering database objects, including tables, clusters, indexes, views, sequences, packages, and procedures.
- 7) Assisting with impact analysis of all changes made to the database objects.

- 8) Managing sharing of resources amongst SFMTA applications.
- 9) Aiding in setting up appropriate BI reporting structure, dashboards, and analysis.

The DBA staff shall work closely with SFMTA IT Helpdesk.

C. Revenue Reconciliation (coin, smart card, credit card and pay-by-phone)

Contractor shall perform reconciliation services described in this section daily. If any variances greater than one percent (other standard the SFMTA directs), the variances shall be investigated, documented, and submitted to SFMTA within 72 hours after actual collection has occurred. SFMTA reserves the right to adjust threshold parameter that triggers variance investigation.

- 1) Contractor shall review variances between electronic and actual coin counts (by collection subroute for single -space and by pay station for multi-space) utilizing an appropriate report from OBIEE or equivalent system. All the variances between electronic records (for single-space and multi-space meters) and coin sorter machine counts more 1% shall be researched and documented via email to SFMTA staff.
- 2) The SFMTA reserves the right to modify 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 affecting parking meter hardware/software systems.
- 3) When collecting multi-space pay stations, Contractor shall remove audit receipt from the pay station printer receptacle. The printed receipt will contain coin audit data since the last collection. This receipt shall be attached to the cashbox and submitted to the coin delivery staff at the end of the shift.
- 4) Contractor shall reconcile pay-by-phone, credit, and smart card total revenue between SFMTA data warehouse and all applicable vendor applications on a weekly and monthly basis by Jurisdiction. Contractor shall submit the results of the reconciliation to the SFMTA (weekly report on the same date of the report, monthly reconciliation – during a second week of the following month).

D. Realtime Meter Transaction Variances

Contractor staff shall review an automated variance report based on real-time revenue feed in the form shown in Attachment 01 to this SOW. This report compares rates charged at the meter vs. rates published in SFMTA database. Contractor shall research and explain the reason for all variances that exceed 10 percent from accepted SFMTA variance in a daily report emailed to SFMTA Operation Manager and Meter Shop Manager. SFMTA reserves the right to adjust variance threshold and request all variances to be researched, explained, and documented.

E. Electronic Lock Software

- 1) Medeco currently provides software to support SFMTA electronic meter vault locks (both for single and multi-space meter hardware). Contractor shall support and manage Medeco lock software and setup. This includes but not limited to lock numbers, meter and pay station inventory, collection route and sub-route naming, designation and grouping of collection routes, user list and permissions, report setup and execution, skipped meters analysis.
- 2) Per SFMTA's direction, in accordance with approved collection plan, Contractor shall schedule collection work utilizing Medeco software for all collection shifts separately. For example, should three collection shifts be scheduled for any given day, three separate scheduling tasks shall be performed. SFMTA reserves the right to take over scheduling duties.
- 3) Contractor shall upload collected data after each collection shift, unless upload process changes are modified by SFMTA.
- 4) Contractor shall work on obtaining a "power user" or other advanced certifications from Medeco for staff utilizing electronic lock software. All obtained staff certifications shall be submitted to SFMTA no later than 180 days from NTP.
- 5) Contractor shall serve as liaison between authorized SFMTA staff and Medeco support staff should there be any difficulties in using electronic lock software or system performance challenges and/or failures.

F. Nexgen Collection Keys

- 1) Medeco currently provides Nexgen collection keys to support SFMTA electronic meter vault locks (both for single and multi-space meter hardware).
- 2) Contractor shall procure (if requested by SFMTA) and maintain Nexgen collection keys assigned to Contractor's coin collection and SFMTA meter maintenance operations. Contractor shall use the collection keys provided to it under a separate agreement. Should the SFMTA require Contractor to procure new Nexgen collection keys, it will pass the cost to SFMTA via monthly invoice with markup not to exceed 4.99 percent.
- 3) Contractor shall conduct daily inspections of all Nexgen collection keys.
- 4) Contractor shall conduct weekly maintenance and contact pin replacements (if needed). An inspection and maintenance log shall be maintained and made available to SFMTA staff on monthly basis.
- 5) Contractor shall manage warranty and RMA arrangements for Nexgen collection keys.
- 6) Contractor shall ensure that proper IT infrastructure is established in its coin and data collection facility and SFMTA Meter Shop to charge and schedule Nexgen collection keys.
- 7) Contractor shall ensure that Nexgen collection keys are stored in a manner to minimize key housing or contact pin damage. Should the Nexgen key be lost or damaged, Contractor shall immediately report to SFMTA Meter Shop and replace damaged equipment as soon as replacement parts are available from the manufacturer. Contractor shall replace damaged keys.

G. Parking Ambassadors

- 1) Per SFMTA's direction, Contractor shall provide parking ambassadorship Services. This may include but not be limited to way finding, new meter technology overview, meter payment assistance.

- 2) Parking ambassadorship Services shall be conducted in person by walking assigned routes or using a collection or an LPR equipped vehicle.
- 3) Parking ambassadorship Services are project based and shall be adequately managed and supervised by Contractor's staff.
- 4) Parking ambassadorship Services can be scheduled during weekdays or weekends.
- 5) SFMTA will submit a request to deploy parking ambassadors for at least three business days' prior to requested start date. SFMTA will include the scope of services to be covered by parking ambassadors in the request.
- 6) Parking ambassador Services may be scheduled anytime between 9am and 11pm.
- 7) Contractor shall invoice for Parking Ambassador Services using the fully burdened CBA rate schedules listed in Appendix C.

6. Qualified Parking Consultants

Contractor shall, upon SFMTA's request, provide parking related as-needed consultant Services. Scope and duration of the consultant services shall be related to the Services. The additional Services shall be described in a contract modification.

7. Procurement Services

A. Parking Meter Support Equipment

The SFMTA may procure the following equipment and general and professional services under Purchase Orders issued under this Agreement:

- (1) Coin vaults
- (2) Coin collection equipment
- (3) Vehicle equipment
- (4) Vehicle customization
- (5) Meter equipment

- (6) Other equipment necessary to collect coins and manage parking meters and perform other task necessary to achieve the purposes of this Agreement

The SFMTA will compensate the Contractor its direct costs of the items plus an administrative fee not to exceed 4.99% of the total cost of the purchase. Where applicable, the SFMTA shall reimburse the Contractor for sales taxes paid.

B. Meter Smart Card

On annual basis Contractor shall procure meter smart cards by engaging a smart card manufacturer specified by SFMTA. Smart cards must be delivered via secured delivery service (e.g., Brinks) to designated SFMTA's facility and insured for the value of the shipment. Contractor shall apply administrative fee of 4.99% to smart card procurement.

Appendix B

Cost Schedule

Coin and Data Collection and Associated Support Services

Part 1 - Monthly Management Fees and non-CBA labor categories

Category	Qty	Monthly Cost	Monthly Total
Coin Collection Management Fee	1	\$81,507	\$81,507
Data Collection Management Fee	1	\$18,000	\$18,000
Support Services Management Fee	1	\$21,843	\$21,843
Program Manager	1	\$17,546	\$17,546
Coin and Data Collections Manager	1	\$12,981	\$12,981
Supervisor	3	\$10,384	\$31,152
Analyst	1	\$10,613	\$10,613
Office Manager	1	\$8,526	\$8,526
Total Monthly Cost:			\$202,168.00

Part 2 – Labor Charges (set by Collective Bargaining Agreement (CBA) between LAZ Parking California, LLC and Teamsters Local 665)

CBA 12/1/21 - 11/30/22	
Hourly Rate	Fully Burdened Billable Hourly Rate
\$ 20.00	\$ 44.03
\$ 26.75	\$ 61.16
\$ 30.76	\$ 69.63

CBA 12/1/22 - 11/30/23	
Hourly Rate	Fully Burdened Billable Hourly Rate
\$ 21.00	\$ 45.40
\$ 27.75	\$ 63.05
\$ 31.91	\$ 71.78

CBA 12/1/23 - 11/30/24	
Hourly Rate	Fully Burdened Billable Hourly Rate
\$ 22.00	\$ 46.80
\$ 28.75	\$ 65.00
\$ 33.06	\$ 74.00

Part 3 – Optional Data Collection Tasks

Task	Description	Cost
1	Additional Occupancy Collection Vehicle	\$3,000
	– Collection Crew Management	<i>per month</i>
	– Data Processing	
	– Quality Control	
	– GPS Evaluations	
	– Route Updates	
2	Additional SFMTA Enforcement Fleet Vehicles	\$6,210
	– Includes data processing and analysis for 45 fleet vehicles	<i>per month</i>
	– Does not include QC, enforcement evaluations, or GPS evaluations	
	– Unit price is \$138 per vehicle, per month	
3	LPR Validation/Calibrations	\$1,500
	– Coordination/Collection Plan	<i>Per vehicle</i>
	– Dash Cam Video Processing	
	– Quality Control	
	– Analysis/Calibrations	
4	New blocks (metered)	\$35
	– Setup is required for locations that have not been studied before.	<i>per block face</i>
	– Includes custom geofences, one-way street setup, collection route creation.	
	– Collection routes will be built to fit within time intervals, such as 200 block faces can be collected in a three-hour interval. Three hours is considered the time interval for metered block faces (9am-12pm, 12-3pm, 3-6pm, 6-9pm). Collection routes benefit from maximizing the number of block faces that can be collected in the time interval.	(Minimum of 30 block faces)
5	New blocks (non-metered) with Inventory Collection	\$80
	– Setup is required for locations that have not been studied before.	<i>per block face</i>
	– Includes custom geofences, one-way street setup, collection route creation.	
	– Collection routes will be built to fit within time intervals, such as 200 block faces can be collected in a three-hour interval. Three hours is considered the time interval for metered block faces (9am-12pm, 12-3pm, 3-6pm, 6-9pm). Collection routes benefit from maximizing the number of block faces that can be collected in the time interval.	(Minimum of 30 block faces)

Task	Description	Cost
	– Includes Google Maps curb space measurements and calculations for unmarked parking spaces.	
6	Inventory Collection Only	\$45
	– Parking space inventory is required for locations that do not have accurate information.	<i>per block face</i>
	– Includes Google Maps curb space measurements and calculations for unmarked parking spaces.	<i>(Minimum of 30 block faces)</i>
*Tasks 4 – 6 are one-time setup fees.		

Part 4 - Hourly rates for optional services

Description	Hourly rate
Principal Consultant	\$225.00
Senior Associate/Senior Software Engineer	\$175.00
Associate/Data Analyst	\$155.00
Junior Associate	\$115.00

Part 5 – Proposed Contract Not-To-Exceed Budget

			Main Term	Extension	Total Contract
	Monthly Cost	Annual Cost	Total	Extension Term	Total
Management Fees	\$ 121,350	\$ 1,456,200	\$ 7,281,000	\$ 7,963,098	\$ 15,244,098
Non-CBA Labor	\$ 80,818	\$ 969,816	\$ 4,849,080	\$ 5,303,351	\$ 10,152,431
CBA Labor (Estimated)	\$ 166,750	\$ 2,001,000	\$ 10,005,000	\$10,942,288	\$ 20,947,288
OSSI Fees	\$ 5,000	\$ 60,000	\$ 300,000	\$ 330,000	\$ 630,000
Smart Cards	\$ 10,000	\$ 120,000	\$ 600,000	\$ -	\$ 600,000
Equipment	\$ 10,000	\$ 120,000	\$ 600,000	\$ 660,000	\$ 1,260,000
	\$ 393,918	\$ 4,727,016	\$ 23,635,080	\$25,198,738	\$ 48,833,818

Optional Data Services Budget					\$ 500,000
Contingency @	3%				\$ 1,465,015
Contract NTE			\$ 23,635,080	\$25,198,738	\$ 50,798,833

**APPENDIX C
LIQUIDATED DAMAGES**

I. DEFINITIONS:

In addition to the definitions in the Agreement and the Statement of Work, the following definitions shall pertain to the terms used within this document:

"Failure" or "Fail" or "Failing" shall refer to functionality described under the column heading "Description of Failure," which describes an event of the hardware or software not performing at the threshold (minimum performance standard) described in the column titled "Threshold for LD Assessment".

II. GENERAL EXCLUSIONS:

Liquidated damages and credit assessments shall not be imposed in case of Unavoidable Delay to Contractor's performance of the Services to the extent that Contractor by reasonable due diligence could not have foreseen and avoided or mitigated that delay.

III. LIQUIDATED DAMAGES:

The Contractor acknowledges that its failure to perform the Services (including the failure of the software and hardware to perform) to meet or exceed the Threshold standards stated in this Agreement will cause the SFMTA, the City and the public to incur costs and other damages the City and the public, and that the amount of such damages will be extremely difficult or impractical to calculate at the time Contractor fails to perform. The SFMTA 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 damages that the SFMTA will incur by reason of Contractor's failure to perform and are fair compensation to City for its losses. Failure by the SFMTA to impose liquidated damages in any instance shall not constitute a waiver of the SFMTA's rights to assess liquidated damages for a similar or any other failure to perform by, nor will it constitute a waiver of any other right of the SFMTA under this Agreement.

The SFMTA may deduct a sum representing the liquidated damages assessed from any money due to Contractor under this Agreement. Should the SFMTA assess liquidated damages, the SFMTA will send written notification to the Contractor for its information. Assessments within a given month shall not exceed 25 percent of the total monthly service fees due Contractor for that month. Liquidated damages in any month that exceed 25 percent of total services will be carried over and assessed in the following month.

If two or more Failures are determined for an event, Contractor will be charged for the Failure with the highest assessment.

Where, under the provisions below, SFMTA is required to issue a written warning to Contractor prior to assessment of liquidated damages, Contractor shall have seven calendar days to repair, replace, correct, adjust, or modify the Services to the Cure the. The SFMTA may in its discretion extend a cure period; any extensions will be in writing.

Where, under the provisions below, SFMTA is not required to issue a written warning to Contractor prior to assessment of liquidated damages, SFMTA, as soon as practicable after the failure, will send a written notice of assessment to Contractor, setting forth a reasonable description of the nature of the failure, as known to SFMTA at the time, and the amount of the assessment.

Detailed descriptions, threshold and potential assessment of the liquidated damages can be found in Table 1 below.

Table 1

Item #	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
1	Adhering to Collection Schedule	If the Contractor fails to meet agreed upon collection schedule the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages.	\$500 per incident
2	Coin Collection Services	If the Contractor fails to provide collection services as required under Appendix A (SOW), Section 2, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages.	\$500 per incident
3	Data Collection Services	If the Contractor fails to provide collection services as required under Appendix A (SOW), Section 4, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages.	\$500 per incident
4	Coin Delivery Services	If the Contractor fails to provide collection services as required under Appendix A (SOW), Section 3, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages.	\$500 per incident

Appendix H

Statement of Work Coin and Data Collection Services and Associated Support

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Table of Terms and Abbreviations

Term or Abbreviation	Description
Business Intelligence (BI)	Business Intelligence (BI) comprises the strategies and technologies used by enterprises for the data analysis of business information. BI technologies provide historical, current, and predictive views of business operations. Common functions of business Intelligence technologies include reporting, online analytical processing, analytics, dashboard development, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, predictive analytics, and prescriptive analytics.
Business Day	Monday through Friday, excluding holidays.
Business Hours	Monday through Friday, 8 a.m. to 5 p.m.
Cashbox	Coin depository within multi-space meter
CBA	Collective Bargaining Agreement
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 Proposer who is awarded the contract]
CSV	Comma separated values file
Cummins-Allison/Jet Sorter	Coin sorting and counting hardware/software
Data Collection Crew	One driver and one or two parking meter collector
Day	A calendar day
Fiscal Year	July 1 – June 30
FTP	File transfer protocol
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer

Term or Abbreviation	Description
KPI	Key Performance Indicators (e.g., collection route revenue, meter and pay station revenue, frequency of collections, collection area coverage, skipped meters)
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
Maintenance App	An application developed for SFMTA meter shop. Maintenance application contains multiple modules including maintenance, data and coin collection, meter condition reporting
Medeco	Manufacturer of electromechanical locks
Medeco Nexgen End of Cable	Legacy Medeco system that allows establishing a relation between collection subroute and collection vault number. For example, collection subroute 101.3 is collected by using collection vault number 122
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
MST	Money Systems Technology Inc., manufacturer of the coin sorter
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
OBIEE	Oracle Business Intelligence Enterprise Edition Plus, also termed as the OBI EE Plus, is Oracle Corporation's set of business intelligence tools consisting of former Siebel Systems business intelligence and Hyperion Solutions business intelligence offerings
Pay Station	Multi-space parking meter
PMD	Parking Meter District (e.g., Civic Center, Hayes Valley, SOMA, Fisherman Wharf, Fillmore, Outer Sunset)
Port Parking System	Parking Meters and Pay Stations that the SFMTA manages on behalf of the Port of San Francisco
Power BI	Power BI is a business analytics service by Microsoft. It is part of the Microsoft Power Platform
SFMTA	San Francisco Municipal Transportation Agency

Term or Abbreviation	Description
SFTP	Secured File Transfer Protocol (encrypted data transfer)
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 IPS, Mackay, Pay-by-Phone, Conduent and other parking operational systems used by SFMTA.
SFMTA Meter Repair Shop	SFMTA meter maintenance headquarters, located at 1508 Bancroft St, San Francisco
SFMTA Server Room	SFMTA's primary information systems site
Single-Space Meters Collection Crew	One driver and two parking meter collectors
SOP	Standard Operating Procedure
SOW	The Statement of Work contained in this Appendix H describing the Services Contractor shall perform.
SQL	Structured Query Language
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

1. Administration

A. Administrative Staffing

- 1) Contractor shall provide the following (full time) administrative staffing:
 - a. Contract Manager who works full time for SFMTA and does not work for other clients. Contract Manager is responsible for to managing coin and data collection as well as other Services covered by this SOW.
 - b. Coin and Data Collections Manager who works full time for SFMTA and does not work for other clients. Coin and Data Collections Manager is responsible for managing coin and data collection as well as other Services covered by this SOW.
 - c. Office Manager who works full time for SFMTA and does not work for other clients. Office Manager is responsible for managing coin and data collection office, performs various administrative duties, as well as supports Contractors' employees performing Services covered under the Agreement resulted from this SOW.
 - d. Analyst who works full time for SFMTA and does not work for other clients. Analyst is responsible for various analytical tasks in connection with Services and tasks performed under the Agreement resulted from this SOW.
 - e. Senior Executive (e.g., Regional Manager) who dedicates at least 10% of their time working for SFMTA providing corporate support for Coin and Data Collection line workers, supervisors, office staff and management.
- 2) The **Contract Manager** shall have the overall responsibility for delivering all the Services to the City.
- 3) The **Coin and Data Collections Manager** shall have general oversight of all Contractor's employees working on parking meter and data collections shifts. The Collections and Data Manager shall ensure that all crews complete their daily assignments following established collection schedule (existing schedule is attached in **Attachment 1**). The Coin and Data Collections Manager shall monitor all the daily activities and track such problems as broken meters, faulty keys, locks, and/or any other collection equipment problems that might arise
- 4) The **Office Manager** shall support the delivery of all Services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing filing systems, reviewing, and approving supply requisitions, assigning and monitoring clerical functions and prepare SFMTA and PORT invoices and supporting documents.
- 5) The **Analyst** shall provide an analysis of meter transaction variances, conduct daily coin reconciliation, analyze collection schedule effectiveness, and perform monitoring of various collection KPIs. Analyst position shall be responsible for providing monthly

revenue and reconciliation reporting utilizing BI tool (e.g., Power BI, OBIEE) and other analytical duties as assigned.

- 6) The **Senior Executive** shall provide and executive oversight and support of Contractor's Services performance; ensure that the Contract Manager and staff have all the resources needed to deliver the Services to SFMTA, and provides overall guidance, training, and support for management staff. The Senior Executive shall participate in monthly meetings with SFMTA to address Services delivery quality, timeliness, and Contract requirements.

B. Coin and Data Collection, Coin Delivery and Support Services

- 1) Contractor shall provide coin, data collection and support services the SFMTA's parking meter program as described in this Appendix H (SOW) Sections 2,3, 4 and 5. Coin collection shall include both single and multi-space meters. Data collection shall include but not be limited to meter condition, occupancy, inventory, parklets, construction sites, signage, and curb regulations. Coin delivery services shall include delivering collected meter coins to SFMTA counting facility located in the basement of 1 South Van Ness building. Support services shall include providing IT support for relevant to coin and data collection parking systems, revenue reconciliation, meter transaction variance analysis, electronic lock software, Nexgen collection key management, and parking ambassadorship.
- 2) Contractor shall ensure that all collection routes are covered according to the collection schedule approved 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.
- 3) Contractor shall provide support (via mobile phone and in person) to collection crews in the field to address any problems that arise in performing the Services in the field. The On-Street Supervisor shall monitor all Crew Leaders and collectors to ensure that they are following approved policies and procedures.

C. Facility

- 1) Contractor shall provide a coin and data collections facility (Collections 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. SFMTA shall have the access to the life feed and 3

months' worth of recording history.

- 2) The Collections Facility shall be located in San Francisco, Daly City, or South San Francisco and be available for access to SFMTA's employees.
- 3) The Collections Facility shall have, at a minimum, a land line telephone, document scanner and printer, fax machine, computer network with high-speed internet access (both LAN and Wi-Fi).
- 4) The Collections Facility shall meet all applicable OSHA rules/standards and have restrooms, locker rooms and a designated break area that is segregated from secured areas of the facility. The SFMTA reserves the right to inspect Contractor's facilities used in the performance of the Services, to confirm that such facilities are sufficient for the purposes described in the Agreement.
- 5) The SFMTA reserves the right to direct Contractor to perform the Services in SFMTA-owned or leased property at any time during the Agreement. Should this occur, SFMTA and Contractor will negotiate a schedule and costs for the move and reduction of Contract Amount for the rent of the unused facilities.
- 6) All visitors entering the Collections Facility. Lists of visitors should be kept and stored in an electronic format for the term of the Agreement.
- 7) SFMTA shall have the option to request Contractor to provide, as part of its facility setup, a heavily secured money room or a safe capable of storing up to twenty collection canisters and up to a hundred cashboxes.

D. Hours of Operations

- 1) Contractor shall provide adequate administrative and support staff in its coin and data collection facility to support various coin and data collection Services.
 - a. Coin collections hours: 5:30AM to 2PM, M-F.
 - b. Coin delivery to SFMTA hours: 10:30AM to 11:00 AM and 2PM to 2:30PM, M-F.
 - c. Data collections hours (when scheduled): 7AM to 10PM, M-F with occasional work on Saturdays and Sundays.
 - d. Administrative coverage: 8AM to 5M, M-F.

Contractor shall perform meter collections daily, Monday through Friday with exceptions of SFMTA's observed holidays. However, the SFMTA reserves the right on 72-hours' notice to require the Contractor to collect coin, data or perform other related tasks on SFMTA-observed meter holidays and weekends.

E. Telecommunication Equipment

- 1) Contractor shall provide smart phone devices for each coin and data collection employee while on duty. The employee must securely attach the communication device to their work belt. All communication devices shall be equipped with a GPS tracking system and be accessible from the Contractor's and SFMTA offices. Contractor and designated SFMTA personnel shall track all coin and data collection employees in real time while they are performing collection activities.
- 2) All collection crews shall be equipped and accessible at all times by direct communication. Contractor collection employees are strictly prohibited from using any personal communication devices (e.g., cell phones) while performing collection duties unless prior authorization has been given by the Contractor and SFMTA.
- 3) Each two years of the Agreement (starting 60 days from NTP), Contractor shall supply Meter Shop employees (managers, supervisors, parking meter repairers) with 35 web-enabled smart phones, at no charge to SFMTA. Phone plans shall include unlimited domestic data, talk and text functions. Each phone shall be equipped with a hands-free device, NFC sensor, durable holster.

F. Uniforms

- 1) Contractor shall provide uniforms for all of its employees providing the Services. Uniforms may be purchased or rented through professional Services. Each employee shall be provided with at least five sets of uniform per year.
- 2) Uniforms shall include pants, shirts, jackets, hats, beanie, black boots, rain gear, and safety class 2 vest.
- 3) The 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's corporate name on the front of the shirts, on hats, and on the back of safety vests provided. Safety vests must be worn on the outside of the uniform, jacket etc. by collections staff at all times.
- 4) Contractor shall provide each collector with a photo identification badge with the employee's name and the Contractor's name that shall be worn while on duty. The I.D. badge shall not be stored in a pant or jacket pocket; but shall be visibly displayed.
- 5) Contractor shall provide all collectors with equipment necessary to physically secure collection keys, collection cards and other relevant equipment to their person
- 6) Uniforms and equipment provided by the Contractor are subject to approval by the SFMTA. SFMTA reserves the right to make random unannounced inspections of uniforms worn by collections personnel.

G. Prevailing Wage Ordinance

San Francisco Administrative Code (uncodified) Section 21C.7 (attached here as Attachment 2) requires Contractor to pay prevailing wages to certain classes of employees who perform coin collection services. That Ordinance also requires Contractor to retain persons employed in those classes by the prior coin collections contractor, and also provide transitional employment for terminated employees. Contractor. The requirement to pay prevailing wages includes wage rates for overtime and holiday work and fringe benefits as paid for similar work performed in the City. Refer to "Prevailing Wage Ordinance, File Number 160593", Attachment 2 to this RFP.

The incumbent is subject to a Collective Bargaining Agreement (see Attachment 12).

H. Reporting

- 1) Contractor shall provide the reports described in this SOW, Section 1.H.3 using Microsoft Office, Power BI, OBIEE, or a BI tool of Contractor's choice. Current samples of these reports are provided in Attachments 3 to 7 to this SOW.
- 2) Contractor shall submit all meter collection revenue reports in Excel format unless SFMTA approves a request from a Contractor to submit in alternate format.
- 3) Contractor shall provide to the SFMTA following reports.

a) *Daily Meter Condition Report (Attachment 3)*

Contractor shall provide real-time tracking via Maintenance App for all disabled, broken, or missing meters or pay stations encountered while performing collection duties. *If Contractor discovers a vandalized or broken parking meter hardware, it shall immediately report the issue to the Meter Shop.*

Meter Condition Report produced based on Maintenance App data 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. Vault Lock Won't Open (Green light)

- k. Electronic lock is not properly assigned
- l. No communication
- m. Spinner 180
- n. Spinner 360
- o. Construction zone
- p. No reset
- q. Blank Screen
- r. Bad Collection Card
- s. Collection Lock Won't Open – Red Light
- t. Signage

b) *Missing or Damaged Equipment Report (email statement, no set format)*

Contractor shall report to SFMTA all missing or damaged equipment before 5 PM on the day Contractor discovers it. Each report shall include the location, equipment ID number, type of equipment, the date and time the equipment was discovered to be damaged, a description of the damaged or lost equipment, and a short description of how the equipment became damaged or went missing.

c) *Daily Session Variance Report Analysis (Attachment 4)*

Contractor shall provide a "Session Variance Analysis" analysis following the format set out in Attachment 4 to Appendix H (SOW), that compares real-time revenue transactions with database rates and calculates the variance between applied rates and scheduled rates. Contractor's staff shall review the report and produce a daily analysis in summary format for SFMTA staff to review. See Attachment 4 to this Appendix H (SOW). Provided analysis shall determine what caused daily transaction variance between published meter rates and actual rates charged by meter hardware or pay-by-phone application at the time of the transaction.

d) *Weekly Revenue Variance Report (Attachment 5)*

Contractor shall produce a "Weekly Revenue Variance Report" that compares a total sum of real-time revenue transactions received in SFMTA database with meter vendors' database totals. See Attachment 5 to this Appendix H (SOW). Provided analysis shall determine what caused a variance between total weekly revenue reported by meter or pay-by-phone vendors and SFMTA database total.

e) *Weekly Skipped Meters Report (Attachment 6)*

Contractor shall analyze daily electronic lock collection reports and determine which meters were not collected as part of the daily collection assignments. Meters that are not collected shall be referenced against meter condition report (Section 1.H.3.a to this SOW). All instances where meter was not collected without recorded reason shall be investigated and explained in the

report. 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.

f) *Monthly Revenue Reports (Attachment 7)*

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 must contain the collection route inventory number, collection days, collection frequency and route geographical location.
- b. Average revenue by type (with high and low points)
- c. Fiscal Year Revenue by Month by Type
- d. Multi-space revenue by type
- e. Single-space revenue by type
- f. Fiscal year revenue total
- g. Active meter inventory counts for the collection area(s) covered by the report (e.g., Collection Subroute 101.1 – 75 active meter spaces)

- 4) The SFMTA reserves the right to add or modify report requirements.
- 5) SFMTA requires Contractor to conduct regular monthly meetings to evaluate report deliverables. Contractor’s Contract Manager, Coin and Data Collection Manager and Analyst shall attend these meetings. Additional meetings may be scheduled as SFMTA may require

I. Training

- 1) Contractor shall provide training specific to the tasks performed by assigned personnel for both line staff and supervisors throughout the term of the Agreement. Training shall cover the task and personnel requirements described in this SOW as well as the Contractor’s own procedures.
- 2) Each staff person shall sign a certificate 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.
- 3) Contractor shall provide all safety training required under federal, state and local law, which shall be conducted, as required, at Contractor’s expense.
- 4) Contractor shall offer “Smith System” driving training <https://www.drivedifferent.com/> or its equivalent for all drivers on annual basis at no additional cost to SFMTA. Driver certifications shall be kept by the Contractor and

made available by request to the SFMTA. Attaining "Smith System" driving certification is a prerequisite of becoming a driver.

- 5) SFMTA may direct Contract to provide additional training as necessary to ensure Contractor's staff are fully trained and informed of Services requirements.

2. Coin Collection Services

A. Staffing Requirements

- 1) For each work shift, Contractor shall provide the following coin collection staffing for each single space or multi space collection crew:
 - a. Single-space coin collector and/or Multi-space coin collector (depending on assignment)
 - b. Crew leader
 - c. Collection Supervisor (may be assigned to multiple crews)
- 2) The Single-Space collections crews shall consist of crew leader and two collectors. All crew members perform meter collections. The number of collections by each crew member will be based on collections frequencies, route and sub-route structure, and the geography of City streets.
- 3) The Multi-space collections crews shall consist of a crew leader and one collector. Both crew members shall be present at each pay station while performing multi-space meter collections. The number of collections by each crew member will be based on collections frequencies, route and sub-route structure, and the geography of City streets.
- 4) 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.
- 5) Contractor shall provide at least three collection field supervisors. 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.
- 6) Contractor shall provide mobile support to all of the collection crews in the field in case they encounter mechanical, technical or any other problem that interferes with collection activities. Field supervisor shall monitor all crew leaders and collectors to ensure that they are following approved policies and procedures.

- 7) The Coin and Data Manager shall be responsible for oversight of all of the Contractor's employees that are engaged in the Services.
- 8) The Coin and Data Collections Manager shall ensure that all crews complete their daily assignments following the Contractor's Standard Operating Procedures.
- 9) Contractor shall monitor all daily activities and track such problems as broken meters, faulty keys, locks, and/or any other equipment problems.

B. Routes and Schedules

- 1) The SFMTA will provide the list of collection routes/sub-routes and the current frequency of collections to the Contractor in this SOW, Attachment 1.
- 2) Contractor shall learn and understand h SFMTA collection routes/subroute and collection schedule no later than 30 Days from NTP.
- 3) The SFMTA reserves the right to change the routes, route schedule and collection frequency as may be required to respond to meter installations and removals, rate changes, meter pilot programs, security concerns, or when additional or fewer collections are required.
- 4) Based on Attachments 1 and 10 (meter inventory) to this SOW, Contractor shall develop and submit its proposed parking meter collection plan that includes plans for future upgrades of SFMTA parking meters, pay stations and other on-street equipment where at least half of current parking spaces will be managed by multi-space pay stations. Not that current collection schedule is based on 85% of metered spaces being managed by single space meters. The proposed collection schedule must prevent the meters or pay stations vaults to become overfilled. Contractor shall incorporate the following parameters into its proposed collection plan:
 - i. Collection work shall be set at a frequency such that the coin canister inside single space meter will not be heavier than an average of 1.5 pounds (approximately \$20 in coin).
 - ii. Contractor shall collect the cash from a PlayStation when cashbox amounts reach between \$75 and \$100 dollars.
 - iii. 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.
 - iv. The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
 - v. The collection plan shall minimize the amount of Non-Productive Time.
 - vi. Contractor may elect to combine single- and multi-space collection routes for enhanced revenue tracking.

- vii. Contractor shall perform meter collections every business day, Monday through Friday.
- viii. The proposed collection plan shall assume that parking spaces are split 50/50 between single and multi-space meter hardware (i.e., ~ 2,500 pay stations and 12,000 single space meters).
- ix. The proposed collection plan shall include multiple schedule options in accordance with these variables:
 - a. All Single space meters are collected at least once per week;
 - b. All single space meters are collected at least once every two weeks;
 - c. All pay stations are collected every three weeks;
 - d. All pay stations are collected every four weeks;
 - e. Pay stations are collected on demand when cashbox totals reach between \$75 and \$100 in coins.

C. Equipment

- 1) Contractor shall take possession of the following collection equipment from LAZ, the SFMTA's incumbent service provider. Complete inventory of the collection equipment will be provided to the highest ranked Proposer upon Contract award.
 - a) Electronic collection keys (Nexgen)
 - b) Nexgen scheduling hardware and software
 - c) Collection vaults and collection vault heads with locks
 - d) Collection carts
 - e) "Out of service" bags, locks, and keys
 - f) Security seals
 - g) High security Medeco locks (used for collection vaults, carts, and vehicles)
 - h) Spare cashboxes
- 2) Contractor shall have the responsibility for the maintenance and care of equipment provided by the SFMTA.
- 3) Contractor shall provide key chains, belt loops and other collection-related equipment as necessary. During the term of the Agreement, Contractor shall provide proper security seals at its own expense. Security seals need to be barcoded and logged.
- 4) Contractor shall maintain a complete and orderly inventory list of all the equipment utilized for coin collection Services (both its own and provided by the SFMTA).
- 5) Contractor shall conduct monthly inspections 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.

- 6) Contractor shall conduct monthly inspections of coin canister receptacle (receiver) on the lid of the collection canister. In addition, Contractor shall inspect the rubber boot on the bottom of the inside of the coin canister receptacle. Contractor shall immediately report any broken Equipment to SFMTA via email.
- 7) Contractor shall conduct daily inspections of coin canisters and cashboxes to ensure that the vault doors are working properly, close and lock correctly, and are not otherwise compromised. 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 in the asset management system. If Contractor discovers that a seal is missing, it must notify the SFMTA's representative immediately and conduct a proper investigation of the incident. Contract Manager shall submit the report to SFMTA within five Business Days of the incident.
- 8) Contractor shall provide the following collection keys controls:
 - a. Maintain electronic collection keys and related collection equipment in possession of its staff for the duration of the contract term. The Contractor may not duplicate any keys.
 - b. Report any key or lock failures to SFMTA staff.
 - c. Store key hardware in secured, locked room.
 - d. In case of missing collection key equipment, Contractor shall conduct a full investigation and provide the SFMTA with a written report within five Business Days of the incident.
 - e. Report lost or broken collection equipment to the SFMTA on the same day of the incident.
- 9) Electronic meter locks
SFMTA's current parking meter technology utilizes electronic locks. SFMTA will provide Contractor with the appropriate system accesses and equipment to conduct meter collections. At the beginning of every collection day collectors will be issued a Nexgen collection key. Contractor shall schedule collection work utilizing Medeco Nexgen software for all collection shifts separately. For example, should three collections shifts be scheduled for any given day, three separate scheduling tasks shall be performed. SFMTA reserves the right to take over scheduling duties
 - a. Contractor's collection employees shall sign for collection keys 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.
 - b. Contractor shall be responsible for security of the electronic collection keys while collecting parking meters. When not in use, the keys shall be stored in locked storage area in Contractor's vehicle or offices.
 - c. Contractor shall provide 24-hour video surveillance of key storage at the Coin and Data Collection facility.

10) Vehicles

Contractor shall provide at least nine vehicles (five box trucks, four transit connects and one sedan) to perform the Services, (which includes a replacement box van or similar vehicle in case an assigned vehicle breaks down) 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.

11) 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 and an anti-theft device that disengages the ignition system.
- e. The rear and side doors shall be equipped with Medeco Padlock 54-7100 series and the Master Lock 15KA or functional equivalent. Any other locks utilized by Contractor must be approved by the SFMTA prior to use.
- f. Only equipment authorized 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 the SFMTA issues to Contractor 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 shall monitor vehicle movements, route history, current and average speeds.
- j. The anti-theft alarm shall be activated any time the vehicle is unoccupied.
- k. Contractor shall outfit the vehicles with motion-activated wireless

surveillance cameras in the collection vehicle boxes inside the rear of the vehicle.

- I. Contractor shall equip the vehicles with a digital video recorder device that operates on a continuous loop for at least three days, and that can be used for audit, training or review of a specific incident that requires further study by Contractor or the SFMTA. Video recorder equipment shall be installed on the dashboard and in the storage areas of the vehicles.
- 12) In the addition to the vehicle equipment described in Section 2.C.11 of this SOW, Contractor shall provide a single-space meters collection vehicle with the following specific features:
- a. An ability to transport at least four people.
 - b. A lift gate to load and off load collection canisters.
 - c. An ability to transfer at least 20 collection vaults, three collection carts and other relevant collection equipment.
 - d. Height not exceeding 9 feet and 4 inches.
 - e. Cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
 - f. Gross Vehicle Weight (GVW) capacity to handle a minimum payload of 3,000 lbs.
 - g. Area to store collection vaults, carts and filled canisters, shall only be accessible through the rear door.
- 13) In the addition to the vehicle equipment described in Section 2.C.11 of this SOW, Contractor shall provide a multi-space meters collection vehicle with the following specific features:
- a. Vehicles used to collect multi-space pay stations shall be designed to facilitate this collection activity and shall have a secured storage area for pay station cashboxes.
 - b. Storage capacity shall accommodate at least 50 pay station vaults.
 - c. An ability to store pay station cashboxes in compartments accessible through rear and sides of the vehicle.
 - d. Height not exceeding 9 feet and 4 inches.

D. Reporting

Contractor shall issue two following reports to SFMTA each Business Day via email. The Reports shall be issued no later than next Business Days after an actual collection has occurred.

- 1) Daily Revenue Collection Report (Attachment 9)
This report is generated to show daily revenue amounts (by meter type), collection

crews' statistics and collection routes covered.

- 2) 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

Contractor shall provide the SFMTA additional reports as directed by the SFMTA. Contractor shall submit said reports daily using the format specified in Attachments 3 to 7.

3. Coin Delivery Services

Contractor shall provide coin delivery Services to SFMTA's designated facility. Contractor shall coordinate delivery of collection canisters and cashboxes to SFMTA coin room where the coin will be counted and prepped into coin bags for armored carrier pickup and delivery to the SFMTA's banking institution for deposit. Once the coin is counted, Contractor's personnel shall retrieve and return the empty canisters and cashboxes to the coin and data collection facility. Currently, coins are delivered to SFMTA twice per day. SFMTA may amend current coin delivery procedures during the Agreement term, which Contractor shall immediately implement. The SFMTA may require a Contractor to store second shift coin canisters and cashboxes in the Collection Facility's safe room or coin safe for a next day delivery.

A. Staffing Requirements

- 1) Contractor shall maintain a staff of three full time coin room operators responsible for the receipt, delivery and care of coin canisters and cashboxes.
- 2) Coin room operators shall perform the following duties
 - Safely handle all of the coin room equipment at all times
 - Provide weekly inspections and maintenance (if needed) of all collection carts and coin canisters
 - Conduct monthly coin room asset verifications (e.g., cashboxes, coin canisters, carts, seals)
- 3) Contractor shall provide a delivery crew who will drive the vehicle back and forth from coin and data collection facility to the SFMTA coin room. Coin delivery service shall ensure a dual custody procedure whereby a secondary staff member accompanies the driver and assists in transferring the canisters to SFMTA staff. Current process consists of a delivery of single-space coin canisters twice a day (at the end of the first and second shifts; multi-space cashboxes shall be delivered at the end of the shift they are collected). SFMTA reserves the right to adjust and change coin delivery schedule.

B. Schedules

- 1) Contractor shall provide coin delivery Services Monday through Friday during the following hours: 10:30AM to 11:00 AM and 2PM to 2:30PM.
- 2) SFMTA reserves the right to adjust coin delivery schedules with 24 hours notification.
- 3) Contractor shall supervise coin deliveries to SFMTA and ensures staff safety at all times by implementing appropriate security procedures and protocols, including but not limited real time vehicle tracking.
- 4) Contractor shall immediately notify SFMTA coin room staff in case of delivery delays, interruptions or other issues impacting agreed upon schedules.

C. Equipment

- 1) Contractor shall provide inventory software and five scanners to maintain asset inventory of coin canisters, cashboxes, collection carts, security seals, coin canister's pad locks and inventory handhelds.
- 2) Contractor shall provide digital floor scales capable of weighting up to 1,000 lbs. The scales shall produce a weight receipt that can be printed as a sticker.
- 3) Contractor shall provide portable digital scales (e.g., to weight coin canisters and cashboxes) capable of weighting up to 300 lbs. The scales shall produce a weight receipt that can be printed as a sticker.
- 4) Weight receipts shall show the crew and vault number entries, and
- 5) Contractor shall provide a computer terminal and laser printer to print the weight receipts.

D. Reporting

Contractor shall follow the direction of SFMTA coin room and Meter Shop supervisors and staff to ensure safety and security in coin delivery process, accurate asset handoffs and verifications, and clear and respectful communication. Additionally, management team shall communicate daily with SFMTA IT Helpdesk at ITSupport@sfmta.com to ensure a consistent data flow to the SFMTA parking data warehouse for a coin reconciliation purposes.

- 1) Contractor shall scan each coin canister/cashbox barcodes in/out, inspect canister and seals, place crew tag on each vault.
- 2) For any used coin canister/cashbox Contractor shall record a gross weight.
- 3) Contractor shall verify all coin canister/cashbox changing hands, both parties sign off

on canisters received or returned by SFMTA.

- 4) Contractor shall record and remove crew tags (and replace worn crew tags), inspect canisters, place new bottom seal on each canister, record empty canister weights and scan canisters into The inventory system.
- 5) Contractor shall receive and deliver junk coin from SFMTA coin room to SFMTA Meter Shop as well as coin collection vaults used for meter maintenance work from Meter Shop to the SFMTA coin room each Friday.
- 6) Contractor shall prepare daily yellow (canister vault door) and white seals (coin receptacle cap) issuance form.
- 7) Contractor shall assign applicable multi-space cashboxes to pay stations in The inventory system.
- 8) Contractor shall check in/out multi-space cashboxes used in each day collection process.
- 9) Contractor shall maintain and replace, if necessary, coin canisters bar codes and numbers.

4. Data Collection Services

Data collection shall include but not be limited to meter condition, occupancy, inventory, parklets, construction sites, meter overhead and meter pole signage, curb paint conditions and regulations. Contractor shall perform data collection tasks on schedule provided in writing by SFMTA. Some data collection tasks will be project based and require adding part time staff. Some task will be conducted on regular basis and some on request. SFMTA may request Contractor to have the same crew performing multiple data collection tasks (i.e., meter condition report and inventory or inventory and occupancy).

A. Meter Condition Report

- 1) Contractor shall collect meter condition data (report details are listed in Section 1.A.3.a of this SOW) while collecting single and multi-space meter hardware.
- 2) Per SFMTA direction, Contractor shall provide meter condition data collections for spaces excluded from coin collection during any given week. Staffing requirements for meter conditions data collections outside of regular collection schedule shall be approved by SFMTA prior to each week collection.
- 3) Contractor shall record collected meter condition data by using Maintenance Application.

- 4) Contractor shall submit Meter Condition Report to SFMTA no later than 12noon the following Business Day.
- 5) Contractor shall immediately notify SFMTA staff should any kind of public hazard be discovered during collection Services. An example of public hazard can be a meter pole or meter housing blocking a sidewalk or lying on the ground.
- 6) Contractor shall utilize two or three-person crews for meter condition data collections.

B. Occupancy

- 1) Per SFMTA's direction, Contractor shall conduct manual and automatic occupancy surveys. Manual surveys shall be conducted by foot with recording the data by using specially provided occupancy application. Automatic occupancy surveys shall be provided by utilizing one LPR equipped vehicle.
- 2) SFMTA will provide LPR hardware, installation, and maintenance service. Contractor shall establish automatic occupancy survey crew (staff and vehicle) 120 days from SFMTA written request.
- 3) For automatic occupancy survey work, Contractor shall provide a vehicle with seating for at least four staff. The vehicle shall utilize hybrid or fully electric engine.
- 4) Contractor shall manage daily workload and deploy occupancy survey crews in accordance with instructions from SFMTA staff.
- 5) Contractor shall manage occupancy crews daily and weekly schedules in accordance with general direction of survey areas provided by SFMTA staff. Contractor shall supervise and adequately staff scheduled occupancy crews.
- 6) SFMTA may direct Contractor to collect occupancy data during any day of the week.
- 7) Contractor shall provide a data feed to SFMTA data warehouse based on parking occupancy recorded by Genetec LPR Output report (Attachment 11). Data feed requirements and format are presented in Attachment 8 to this SOW. SFMTA will provide a reference table between "block_face_id" and city's street and block.
- 8) Contractor shall provide (at a minimum) the following occupancy dashboards, based on parking occupancy data represented in Attachment 8 with filters for street and block and PMD:
 - a. Daily occupancy (weekdays vs. weekends)
 - b. Weekly occupancy (weekdays vs. weekends)
 - c. Monthly occupancy (weekdays vs. weekends)

- 9) Contractor shall use GIS shape file polygons of metered blocks provided by SFMTA. Contractor shall modify provided polygons to account for GPS accuracy spread (i.e., to accommodate for readings outside of regular block face. For example, sidewalks, buildings, intersections). Contractor shall make such modified shape file geographies available for SFMTA import.
- 10) Contractor shall provide quarterly verifications/audits of LPR reads and GPS accuracy.
- 11) Per SFMTA request, Contractor shall research and create custom GIS collection area shape file (polygon) map of various geographical attributes (i.e., collection route/Subroute, PMR route, street and block, blockface).
- 12) Contractor shall calibrate LPR occupancy counts in accordance with either visual observations or camera recording.

C. Inventory (Parking Spaces, Parklets)

- 1) Per SFMTA's direction, Contractor shall conduct parking spaces and parklets surveys. Surveys shall be conducted by foot with recording the data by using specially provided Maintenance Application. Inventory and parklets data collections are project based and shall be conducted by utilizing regular collection and/or supervisory vehicles.
- 2) Contractor shall manage daily workload and deploy inventory survey crews in accordance with provided instructions/schedule from SFMTA staff.
- 3) Contractor shall staff and supervise scheduled crews.
- 4) Data collection shall be scheduled during weekdays. Collection times shall correspond to Contractor's business hours.

D. Overhead & meter signage, curb regulations

- 1) Per SFMTA's direction, Contractor shall conduct meter signage and curb regulations surveys. Surveys shall be conducted by foot with recording the data by using specially provided Maintenance Application.
- 2) Contractor shall manage assigned workload and deploy survey crews in accordance with instructions from SFMTA staff.
- 3) Contractor shall staff and supervise scheduled crews.
- 4) Data collection shall be scheduled during weekdays. Collection times shall correspond to Contractor's business hours.

E. Other tasks data collection tasks

- 1) Per SFMTA's direction, Contractor shall conduct data collection tasks not defined in this SOW. Surveys can be conducted in person by walking assigned routes or using a collection or an LPR equipped vehicle.
- 2) Data collections are project based and shall be adequately managed and supervised by Contractor's staff.
- 3) Data collection can be scheduled during weekdays or weekends.
- 4) SFMTA will advise Contractor one calendar week prior to requested data collection duties.

5. Support Services

A. General Description

Contractor shall provide IT and parking consultant support services for coin and data collections, off-street and on-street parking operations and management, occupancy, signage, business intelligence tools and best practices research and studies. As part of the "Support Service Management Fee" (see Appendix G, Cost Proposal), Contractor shall provide up to 840 hours a year of database administration (DBA) and IT related support: 240 hours are to be provided at the beginning of each Fiscal Year and 50 hours every month thereafter. SFMTA will advise Contractor on which project to apply dedicated DBA hours. The SFMTA may transfer up to 300 unused hours from a previous contract year to the subsequent contract year. However, all hours shall expire at the end of the Agreement. Provided resources shall be approved by SFMTA staff.

B. Qualified DBA /IT Support

The DBA/IT support Services shall include, but not be limited to, the following:

- 1) Supporting SFMTA Maintenance Application.
- 2) Supporting SFMTA data warehouse (BI, database, middleware, front end).
- 3) Supporting SFMTA coin counting operations.
- 4) Performing re-organizations, as required, assisting in performance tuning, and ensuring maximum uptime of various SFMTA parking applications.
- 5) Enforcing and maintaining database constraints to ensure the integrity of the database.
- 6) Assisting SFMTA in administering database objects, including tables, clusters, indexes, views, sequences, packages, and procedures.
- 7) Assisting with impact analysis of all changes made to the database objects.
- 8) Managing sharing of resources amongst SFMTA applications.

- 9) Aiding in setting up appropriate BI reporting structure, dashboards, and analysis.

The DBA staff shall work closely with SFMTA IT Helpdesk.

C. Revenue Reconciliation (coin, smart card, credit card and pay-by-phone)

Contractor shall perform reconciliation services described in this section on a daily basis. If any variances greater than one percent (other standard the SFMTA directs), the variances shall be investigated, documented, and submitted to SFMTA within 72 hours after actual collection has occurred. SFMTA reserves the right to adjust threshold parameter that triggers variance investigation.

- 1) Contractor shall review variances between electronic and actual coin counts (by collection subroute for single-space and by pay station for multi-space) utilizing an appropriate report from OBIEE or equivalent system. All the variances between electronic records (for single-space and multi-space meters) and coin sorter machine counts more 1% shall be researched and documented via email to SFMTA staff.
- 2) The SFMTA reserves the right to modify 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 affecting parking meter hardware/software systems.
- 3) When collecting multi-space pay stations, Contractor shall remove audit receipt from the pay station printer receptacle. The printed receipt will contain coin audit data since the last collection. This receipt shall be attached to the cashbox and submitted to the coin delivery staff at the end of the shift.
- 4) Contractor shall reconcile pay-by-phone, credit, and smart card total revenue between SFMTA data warehouse and all applicable vendor applications on a weekly and monthly basis by Jurisdiction. Contractor shall submit the results of the reconciliation to the SFMTA (weekly report on the same date of the report, monthly reconciliation – during a second week of the following month).

D. Realtime Meter Transaction Variances

Contractor staff shall review an automated variance report based on real-time revenue feed in the form shown in Attachment 4 to this SOW. This report compares rates charged at the meter vs. rates published in SFMTA database. Contractor shall research and explain the reason for all variances that exceed 10 percent from accepted SFMTA variance in a daily report emailed to Daryl Robinson at daryl.robinson@sfmta.com. SFMTA reserves the right to adjust variance threshold and request all variances to be researched, explained, and documented.

E. Electronic Lock Software

- 1) Medeco currently provides software to support SFMTA electronic meter vault locks (both for single and multi-space meter hardware). Contractor shall support and manage Medeco lock software and setup. This includes but not limited to lock numbers, meter and pay station inventory, collection route and sub-route naming, designation and grouping of collection routes, user list and permissions, report setup and execution, skipped meters analysis.
- 2) Per SFMTA's direction, in accordance with approved collection plan, Contractor shall schedule collection work utilizing Medeco Nexgen software for all collection shifts separately. For example, should three collections shifts be scheduled for any given day, three separate scheduling tasks shall be performed. SFMTA reserves the right to take over scheduling duties.
- 3) Contractor shall upload collected data after each shift, unless authorized otherwise by SFMTA staff.
- 4) Contractor shall work on obtaining a "power user" or other advanced certifications from Medeco for staff utilizing electronic lock software. All obtained staff certifications shall be submitted to SFMTA no later than 180 days from NTP.
- 5) Contractor shall serve as liaison between authorized SFMTA staff and Medeco support staff should there be any difficulties in using electronic lock software or system performance challenges and/or failures.

F. Nexgen Collection Keys

- 1) Medeco currently provides Nexgen collection keys to support SFMTA electronic meter vault locks (both for single and multi-space meter hardware).
- 2) Contractor shall procure (if requested by SFMTA) and maintain Nexgen collection keys assigned to Contractor's coin collection and SFMTA meter maintenance operations. SFMTA will transition its current collection keys (60 units) from LAZ (the SFMTA's current service provider) to Contractor. Should Contractor be required to procure new Nexgen collection keys, it will pass the cost to SFMTA via monthly invoice with markup not to exceed 4.99 percent.
- 3) Contractor shall conduct daily inspections of all Nexgen collection keys.
- 4) Contractor shall conduct weekly maintenance and contact pin replacements (if needed). An inspection and maintenance log shall be maintained and made available to SFMTA staff on monthly basis.

- 5) Contractor shall manage warranty and RMA arrangements for Nexgen collection keys.
- 6) Contractor shall ensure that proper IT infrastructure is established in its coin and data collection facility and SFMTA Meter Shop to charge and schedule Nexgen collection keys.
- 7) Contractor shall ensure that Nexgen collection keys are properly maintained by coin collection crews. Should the key be lost or damaged, Contractor shall immediately report to SFMTA Meter Shop staff and fully compensate SFMTA during following month's billing cycle.

G. Parking Ambassadors

- 1) Per SFMTA's direction, Contractor shall provide parking ambassadorship Services. This may include but not be limited to way finding, new meter technology overview, meter payment assistance.
- 2) Parking ambassadorship Services shall be conducted in person by walking assigned routes or using a collection or an LPR equipped vehicle.
- 3) Parking ambassadorship Services are project based and shall be adequately managed and supervised by Contractor's staff.
- 4) Parking ambassadorship Services can be scheduled during weekdays or weekends.
- 5) SFMTA will advise Contractor 72 hours prior to requested ambassadors' duties.
- 6) Parking ambassadorships Services may be scheduled anytime between 9am and 8pm.

6. Qualified Parking Consultants

Contractor shall, upon SFMTA's request, provide parking related as-needed consultant Services. Scope and duration of the consultant services related to the Services. The additional Services shall be described in a contract modification.

7. Procurement Services

A. Parking Meter Support Equipment

Upon request from SFMTA, Contractor shall purchase meter technology equipment and products related to the Services. The SFMTA will reimburse the Contractor for the direct costs of the purchase plus an administrative fee of 4.99% of the total cost of the purchase. Where applicable, the SFMTA shall reimburse the Contractor for sales taxes paid. Purchase of equipment will be accomplished by a contract modification.

B. Meter Smart Card

On annual basis Contractor shall procure meter smart cards by engaging a smart card manufacturer specified by SFMTA. Smart cards must be delivered via secured delivery service (e.g., Brinks) to designated SFMTA's facility and insured for the value of the shipment. Contractor shall apply administrative fee of 4.99% to smart card procurement.

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

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

Contract No. SFMTA#2011/12-08

This Agreement is made this 1st day of AUGUST, 2012, 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. The SFMTA wishes to procure collection, counting and support services for its on-street parking meter systems.
- B. A Request for Proposals ("RFP") was issued on December 7, 2011, and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. The positions required under this Agreement are subject to a determination by the Controller and Board of Supervisors of exemption from Civil Service appointment under Section 10.104(15) of the Charter.

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be five years from the Effective Date, with an option to extend the term for up to four years at the discretion of the SFMTA.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation.

a. Amount. Compensation under this Agreement shall be based on a fixed amount for the Core Services not to exceed Forty-Three Million, Four Hundred Thirty-Seven Thousand, Five Hundred Seventy-Six Dollars (\$43,437,576), and, for the Additional Requested Services, a negotiated lump sum price per Service, in amounts to be determined under subsection c. below. In no event shall the total amount of this Agreement exceed Forty-Three Million, Four Hundred Thirty-Seven Thousand, Five Hundred Seventy-Six Dollars (\$43,437,576) without further amendment to this Agreement.

b. Payment. Compensation shall be made in monthly payments on or before the 30th day of each month for the percentage of work on each Service, as set forth in Section 4 of this Agreement, that the SFMTA Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

Payments for completed Services will be made on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in Appendix B, regardless of the number of hours that Contractor has expended on the Service.

Contractor shall provide back-up documents with its invoices to SFMTA at the level of detail requested by the SFMTA Liaison identified in Appendix A of the Agreement to allow the SFMTA Liaison to effectively track the level of services provided by Contractor and Contractor's subcontractors.

In no event shall City be liable for interest or late charges for any late payments.

c. Additional Requested Services. The SFMTA will define the requirements for the Additional Requested Services. The cost and estimated time to perform each Service fully will be agreed upon in advance of the start of work on each Service in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below.

- (i) Scope of Work.** SFMTA will prepare the scope of work and expected time of completion, using the Service Order form (Appendix C) and transmit the Service Order form to the Contractor with a request for a proposal for the performance of the Service.
- (ii) Information and Data.** The Contractor shall request in writing any information and data it will require to perform Service Orders. The Contractor shall identify the timing and priority for which this information and data will be required. The Contractor and SFMTA shall reach agreement as to the availability and delivery time for this data and information during initial Service negotiations.

- (iii) **Contractor Proposal.** The Contractor shall prepare and submit a proposal for the Service to the Contracting Section showing:
 - (a) A detailed description of the work to be performed and the means and methods that will be used to perform it;
 - (b) Milestones for completion for each Service and deliverables at each milestone;
 - (c) Personnel and the subcontractors assigned to each part of the work along with a justification as to why such personnel are qualified to perform the work; and prior experience in performing work of this nature;
 - (d) A detailed cost estimate for each Service showing:
 - 1) Number of hours for each Service, along with the negotiated billing rates as set forth in Table 2 of Appendix B;
 - 2) Estimated reasonable out-of-pocket expenses;
- (iv) **Negotiation.** The SFMTA will review the proposal and negotiate a lump sum price to perform the work of each Service.
- (v) **Record of Negotiations.** If agreement is reached, the SFMTA will document the negotiations and agreement in a Record of Negotiations.
- (vi) **Controller Certification.** The SFMTA will request certification from the Controller that adequate funds are available to proceed with the Service as agreed.
- (vii) **Notice to Proceed (NTP).** After certification, the SFMTA Liaison will send to the Contractor a written NTP and Service Number. The Contractor is required to use the Service number when submitting invoices to the Contracting Section for payment. The Contractor shall not commence work on any Service until it receives a written NTP for the Service.
- (viii) **Changes.** Agreed lump sum prices for Services above cannot be modified unless there is a material change in the scope of work of the Service. If there is a material change in the scope of work of a Service, then a proposal, negotiations, Record of Negotiations and approval of the Record of Negotiations shall be required before changes to agreed lump sum prices can be approved. Certification by the Controller is required for changes that result in an increase to the total cost of a Service.
- (ix) **Failure to Agree on Terms of Service.** In the event that City and Contractor cannot reach agreement on the terms of the Service Order, City may either cancel the Service Order and have the work accomplished through other available sources, or City may direct the Contractor to proceed with the Service under such conditions as City may require to assure quality and timeliness of the Service performance. **Under no circumstances may the Contractor refuse to undertake a City-ordered Service.**

d. Subcontractor Payments. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

e. Key Team Members. The Contractor agrees that the following Key Team Members shall be committed and assigned to work on the Project to the level required by SFMTA for the term of

the Agreement and shall also be staffed at the local Contractor offices within the San Francisco Bay Area if required by SFMTA:

- Julie Dixon, West Coast Operations Manager
- Fred Schouten, Program Manager
- Enes Ceric, Product Support Manager

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Project (e.g., is removed from this Project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

f. Current Workload and Available Resources. The Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under this Agreement. The Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within a reasonable time, not to exceed three weeks of the receipt of NTP on a particular Service.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Performance Bond. Prior to commencement of work under this Agreement, Contractor shall file with the City a corporate surety bond, in the amount of one million dollars (\$1,000,000) to guarantee the faithful performance of the Agreement. If the Contractor provides the City with a bond for a period less than the full term of this Agreement, the Contractor shall provide advance written notice to the City

at least ninety (90) days prior to the expiration of the bond if the corporate surety decides to cancel the bond, not to extend the term of the bond, or not to issue a Continuation Certificate.

Any corporate surety issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-.VIII" and shall be satisfactory to the City.

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

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 \$2,500,000 each occurrence Combined Single Limit 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) Equipment Installation Floater: 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 as specified in the Appendix G. The value of City furnished equipment is \$750,000.

(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 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.”

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. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. 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.

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

g. 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.

h. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages. See Attachment A (Scope of Work), Part XII.

20. Default; Remedies. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

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

- | | |
|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-Free Workplace Policy |
| 10. Taxes | 53. Compliance with Laws |
| 15. Insurance | |
| 24. Proprietary or Confidential Information of City | 57. Protection of Private Information |
| 30. Assignment | 58. Graffiti Removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property or (e) takes action for the purpose of any of the foregoing.

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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|---|--|
| 8. Submitting False Claims | 26. Ownership of Results |
| 9. Performance Bond | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment Does Not Imply Acceptance of Work | 48. Modification of Agreement |
| 13. Responsibility for Equipment | 49. Administrative Remedy for Agreement Interpretation |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of Private Information |
| 24. Proprietary or Confidential Information of City | |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the

Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: Lorraine R. Fuqua
SFMTA Finance
San Francisco Municipal Transportation Agency
One South Van Ness Ave. 8th floor
San Francisco, CA 94103
E-mail: lorraine.fuqua@sfmta.com

To Contractor: Jane Johansen
Contract Manager 1818
Library Street, Suite 1000
Reston, Virginia 20190
Fax: : 703-234-7524
E-mail: Jane.Johansen@Serco-na.com

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. City and Contractor agree that all policies and procedures prepared under the terms of this Agreement will be subject to the provisions of this Section and Section 26.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this

Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Time. Time is of the essence in this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the

sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is 10%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase,

obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction

applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its

Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a

first source hiring agreement (“agreement”) with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer’s participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer’s proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer’s existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer’s agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

52. Entire Agreement. This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties (Supervision of Minors).

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

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San

Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties (Slavery Era Disclosure)

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

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p><i>[Signature]</i> Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: <i>[Signature]</i> Robin M. Reitzes Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: <u>12-072</u></p> <p>Adopted: <u>5/15/2012</u></p> <p>Attest: <i>[Signature]</i> Roberta Boomer, Secretary to the SFMTA Board of Directors</p> <p>Board of Supervisors</p> <p>Resolution No: <u>272-12</u></p> <p>Adopted: <u>7/17/12</u></p> <p>Attest: <i>[Signature]</i> Clerk of the Board</p>	<p>CONTRACTOR</p> <p>Serco Inc.</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p><i>[Signature]</i> David Cornell Director of Contracts 1818 Library Street Suite 1000 Reston, VA 20190</p> <p>City vendor number: 7390801</p>
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Appendices

- A. Scope of Work
- B. Calculation of Charges
- C. Service Order Request Form
- D. Equipment Descriptions and Associated Warranties
- E. Sample Reports

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the services attached hereto.

Contractor's proposal, dated February 7, 2012 is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices, 2) the Request for Proposals dated December 7, 2011, 3) Contractor's Proposal, dated February 7, 2012."

2. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. SFMTA Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFMTA will be Lorraine R. Fuqua.

APPENDIX A
SCOPE OF WORK

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TABLE OF TERMS/ABBREVIATIONS

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
ANSI	American National Standards Institute
AOD	Add On Device - Medeco's hardware attached to DAP Handheld. AOD is used to open locks, retrieve revenue and maintenance data from MacKay single-space parking meters
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
Device Application	MacKay's WinEMU, Medeco's MeterSecure and the Duncan Parking Management Software
Duncan	Meter Manufacturer
EEPROM	Electrically erasable programmable read-only memory located on the bottom of the Duncan/Reino intelligent cashbox

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
EPM	Electronic Parking Meter
Eprobe	Parkeon Electronic Collection Key
E-purse	MacKay Single-Space Meter Mechanism
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.
Intelligent Duncan/Reino Cashbox	Reino/Duncan multi-space cashbox with electronic memory chip on the bottom
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer
Jet Sorter	Coin sorter
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
LKI	Medeco VLS Meter Vault Lock Door Interface
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
Parkeon	Multi-space parking meter manufacturer
Parkeon MMS	Parkeon Meter Management System

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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
Reino/Duncan	Multi-space parking meter manufacturer
Reino/Duncan MMS	Reino/Duncan Meter Management System
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	San Francisco Parking Management Application, a customized Oracle DBMS platform that includes database, user interface, and reporting applications
SFPMMMS	The San Francisco Parking Meter Management System, which comprises the software systems that support all of San Francisco's parking meters, SFPM application, revenue collection and maintenance operations. These systems have individual databases and in some cases share data from one system to the next, as well as feed data to the main management and reporting platform, a custom-built Oracle DBMS (SFPM) with an interface built upon Oracle Forms. The core systems for the SFPMMMS consist of four Dell servers and ten workstation computers
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 SFPMMMS, including the single-space meters, multi-space meters, electromechanical locks and PDTs
SQL	Structured Query Language

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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
VLS Lock	Integrated with E-Purse MacKay Mechanism Medeco Electromechanical Lock
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. 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 2-3 persons. All crew members perform data collections. The number of collections by each crew member should be sufficient to ensure that all the designated devices are visited at least once within a 30-Day day time period.

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, 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) 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) 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.
- 3) The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
- 4) The collection plan shall minimize the amount of Non-Productive Time.
- 5) SFMTA may elect to combine single- and multi-space collection routes for enhanced revenue tracking.
- 6) 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 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.

Neither collectors, crew leaders nor supervisors shall 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

- 3) **Data Collections:** The Contractor shall be required to collect Primary Audit data from all meters at least once a month.

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 XX 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 XX 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 Primary Audit 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) Null IDN Error Message
- k) Vault Lock Won't Open (Green light)
- l) Electronic lock is not properly assigned
- m) No communication
- n) Spinner 180
- o) Spinner 360
- p) Construction zone
- q) No reset
- r) Blank Screen
- s) Bad Collection Card
- t) Collection Lock Won't Open – Red Light
- u) Unable to Download Primary Audit

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.

Within 120 days after the Effective Date of the Agreement, the Contractor shall develop a system to collect data from the daily and skipped meter reports from all available electronic data reporting sources and deposit the information gathered into the SFPM.

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 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 in the designated folder accessible by the Contractor and the SFMTA via regular LAN protocols. CSV files are processed by SFPMMMS the evening of each day coins are counted.

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 retrieve both the vault and sub-route number electronic lock management system for insertion into the SFPMMMS database on a daily basis. 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 SFPM.

Within 120 days after the Effective Date of the Agreement, the Contractor shall modify existing SFPM software to automatically match coin room records and smart meter records on collection route/sub-route level.

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 VLS lock during regular coin collection and (2) daily CSV audit files automatically deposited onto SFMTA network folder. Both of these audit records are paired with coin room process data by SFPM’s nightly batch 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) Duncan ReinoNet MMS Reconciliation

This reconciliation occurs after cashbox reading stations upload the data from the Intelligent Duncan/Reino Cashbox. After a cashbox data upload is completed, a dedicated coin room employee will enter an actual amount of coins processed by the coin sorter machines. After that, the ReinoNet MMS will automatically pair two sets of records (electronic audit from the Intelligent Cashbox and actual coin counts) together and produce a variance reconciliation report.

b) Parkeon 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 Parkeon multi-space meters.

After the Parkeon 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 Parkeon 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 SFPM and all applicable vendor

applications on a monthly basis. The Contractor shall submit the results of the reconciliation to the SFMTA by the 15th 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 SFPM. It shall be exported and saved in PDF format.

6) Daily Process Report

This report is generated by the SFPM. 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 SFPM. 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 30 handheld devices, at least 30 electronic keys, keycards and other necessary collection equipment, (e.g., radios/phone or equivalent communication devices). Handheld units are mounted on self-contained boards which are then connected to the network via standard switches.

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 hardware and software for SFMTA legacy meter applications (MacKay Single-Space Meters, Medeco Electromechanical Locks, Nexgen MMS, and ReinoNET MMS).

The following three Dell servers shall be maintained:

- 1) ReinoNET- Runs the ReinoNET software which is a SQL Server based financial and maintenance data tracking system.
- 2) MetercommServer – Runs the MeterSecure Medeco software which is a SQL Server based application to manage communication and security to the handheld units.
- 3) SA Server - Runs the Mackay M3 software which allows for detailed reporting. This machine also hosts the SQL Server database for the NEXGEN Security management software.

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:

- 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) 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 SFPMMMS, the 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 all the SFPMMMS software and IT hardware components. This includes vendor-specific parking meter management software's, user terminals, servers, etc.
- 11) Program and support Handhelds, keycards, electronic collection keys and other related equipment.
- 12) Assist SFMTA with the integration of any new systems and technologies

VIII. SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

The SFPMMMS is comprised of the software systems that support all of San Francisco's parking meter operations, SFPM application, revenue collection and maintenance operations. These systems have individual databases and, in some cases, share data from one system to the next, as well as feed data to the

main management and reporting platform, a custom-built Oracle DBMS with an interface built upon Oracle Forms. The core systems for the SFPMMMS consist of four Dell servers and 10 workstation computers. Three of these servers will be located at the Contractor's primary location (Appendix A), and one of the servers is located at the SFMTA One South Van Ness location. The hardware is located at three sites. Any computer at any of the locations can be reached from any other location. Most machines provide either Remote Desktop Protocol (RDP) or Virtual Network Computing (VNC) types of connections. However, none are directly available from the public Internet, except on a software switch, basis.

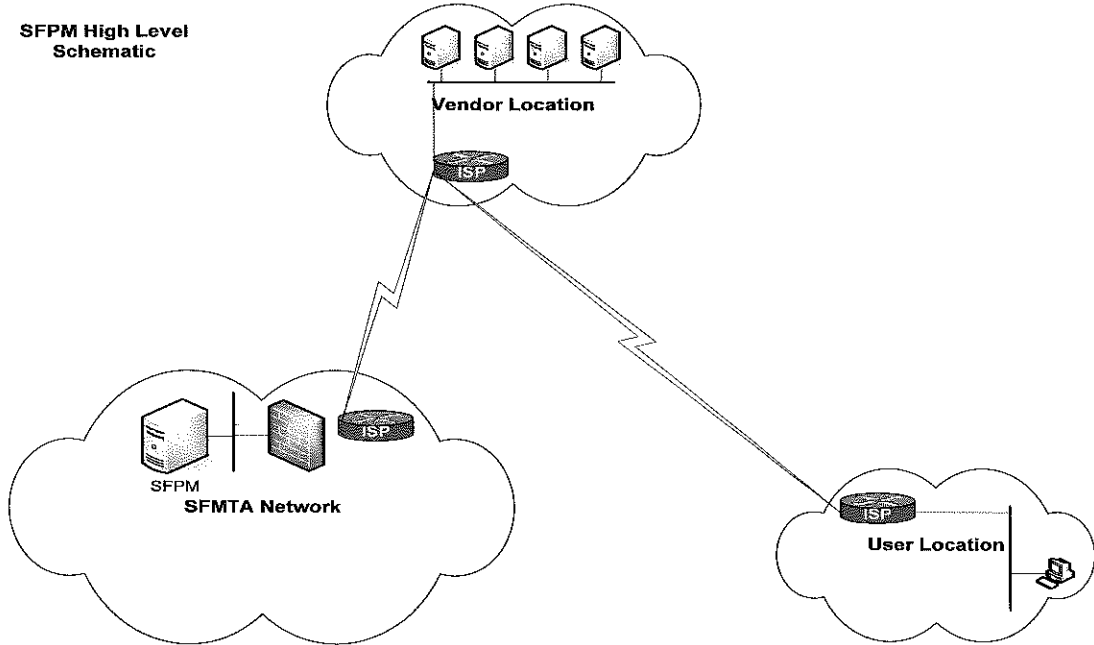
The San Francisco Parking Management System ("SFPM" or "System") is an Oracle-based custom software application that allows the SFMTA to track its inventory of meters, repair information, and revenue collected. The System is installed on the SFMTA network and is accessible to a minimum of 20 departmental users located at four distinct physical locations.

The SFPMMMS is considered a highly-valuable, highly-secure system and as such, the Contractor will be expected to be fully familiar with the key components of the SFPMMMS and the SFPM infrastructure and have plans in place to resolve issues and provide all the necessary maintenance within 60 Days from the contract award.

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 point-to-point (T1) connection to the SFMTA network for interaction with the SFPM server. It also has private T1 connection to the primary user site that is a logical extension of its network.

The SFMTA data center located on the 6th floor of 1 South Van Ness houses the SFPM server and application. This location maintains the firewall and is responsible for the T1 connection to the vendor site.

The user location connects to the vendor location for access to the meter/operations applications and uses a T1 connection. The user site also has a typical WAN connection to the SFMTA network that it uses for access to the SFPM application.



A. Contractor Responsibility for Resolution of Issues

The Contractor shall have sufficient knowledge to identify the root cause of any issues related to the entire SFPMMS system. 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 SFPMMS. 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 the SFPMMS 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 for existing and future IT

systems utilized by SFMTA to support its parking meters 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 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
- 4) Duncan
- 5) Parkeon

The Contractor's Product Support Manager shall provide regular hardware maintenance for all the servers, workstations, printers and other network equipment provided as part of the SFPMMMS.

The Contractor shall provide 4-hour response time for on-site maintenance support each Business Day during the hours of 8 a.m. to 6 p.m. for the SFPM database server for the term of the Agreement.

The Contractor shall provide next Business Day on-site maintenance support for all the SFPMMMS workstations and servers for the term of the contract.

There are currently 75 hand-held Windows CE based handheld devices that support Mackay parking meters and Medeco locking mechanisms. There are up to 60 collection electronic key units that require Contractor support. The handheld units and the electronic key units operate as locks and data collection devices, with data being exchanged by field technicians while performing revenue collection and/or maintenance.

Although the central SFPM server is built on Oracle Forms, the remaining three servers use vertical market software designed for the parking industry (ReinoNET, MetercommServer, and M3/WinEMU). In order to maintain this software, the Contractor shall work with the original software vendors.

The handheld and electronic collection units are combination keys and data collection units used on meters, vault locks, and MacKay mechanisms. The units are explicitly authorized to access meters in the field via parking meter management software located at Jerrold and Bancroft offices. The units gather data from the meters and upload the data to the system when rejoined to the network. All coin drops and meter events such as errors, door openings, and maintenance data are captured by the units.

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

DAP Technologies
7450 South Priest Drive
Tempe, Arizona 85283
Phone: 1-855-327-8324

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

Duncan Solutions, Inc.
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, Wisconsin 53203
888-553-8622

Parkeon
40 Twosome Drive, Suite #7
Moorestown, NJ 08057
856-234-8000

A. Mackay's M3/WinEMU Application

M3/WinEMU is a PC-based application supplied by J.J. MacKay to manage the electronic parking meter mechanisms. It records inventory information relating to the meters and their profiles, and exchanges files with the MacKay PDT software when the handheld running that software is placed in a cradle connected to the PC on which WinEMU is installed. M3/WinEMU runs on the Microsoft Windows platform. The version of WinEMU uses a Firebird database. Firebird is an open source relational database derived from Borland's InterBase product.

B. Medeco's MeterSecure/ Nexgen Application

MeterSecure is a PC application supplied by Medeco which is designed to enable Medeco's customers to manage the parking locks they have purchased. MeterSecure exchanges files with the Medeco PDT

software when the PDT running that software is placed in a cradle connected to the PC which is running the MeterSecure application. MeterSecure is capable of receiving and recording in its database all of the data recovered from the Medeco electromechanical lock, including the coin counts and maintenance data received by the lock from the MacKay mechanism.

MeterSecure database stores information about all the electromechanical locks managed by SFMTA. It allows an authorized human operator to specify which locks can be opened on which dates, at which times, and by which PDTs. This information is stored in the MeterSecure database and will be downloaded to the Medeco PDT software. The Medeco PDT software will only allow the AOD and key device to open locks for which such authorizations have been received from MeterSecure. MeterSecure runs on the Microsoft Windows platform. The MeterSecure database is a MS SQL Database.

C. Duncan Parking Management System (ReinoNet)

ReinoNet is a PC application supplied by Duncan (also called ReinoNet) which is designed to manage the audit data recovered from Duncan/Reino multi-space meters. ReinoNet interfaces with the Reino Cashbox Reader Software and receives and stores all of the data recovered from the cashbox EEPROM memory chip, including coin counts, card payment records and detailed maintenance data. Intelligent cashbox not only physically stores the coins deposited into the meter but also has internal memory (EEPROM) which records the audit data generated by the paystation motherboard. At the time of coin collection, the cashbox is physically removed and replaced with a new, empty, cashbox. The removed cashbox is transported to a coin counting facility where the audit data can be recovered using a Cashbox Reader device supplied by Duncan.

ReinoNet runs on the Microsoft Windows platform. The ReinoNet database is a MS SQL Database.

D. DAP Technologies' MICROFLEX® CE5320 handheld

DAP Handheld is the primary interface device used on-street for activating the Medeco electromechanical lock during coin collections and carrying out maintenance activities associated with the MacKay Guardian™ E-Purse meter. The interface to the electromechanical lock is via the Lock Interface (LKI), while the interface to the meter is via either the Smart Card Interface (SCI) or the LKI, as long as all related equipment is properly configured and functional. During the collection process, the handheld stores the coin counts and maintenance data from the parking meters situated in the field. After the completion of the collection process and/or maintenance process, collectors and/or parking meter repairers shall bring these handhelds to their respective offices. When the handheld is connected to the network, collection audit and maintenance data uploads to MeterSecure and M3/WinEMU systems.

E. The MacKay PDT-CE Handheld Application

DPT-CE Application allows the meter maintenance staff to perform the following activities with the MacKay Guardian E-Purse meter:

- 1) Retrieval of financial (coin / card usage) and other itemized transaction data
- 2) Re-programming time and rate structures
- 3) An on-street review and retrieval of maintenance information
- 4) Removing and installing meters to/from posts on the street
- 5) Logging maintenance and repair activities
- 6) Open vault locks as needed to carry out necessary maintenance

F. The Medeco's MS-CE Application

MS – CE Application allows the meter collections staff to retrieve summary audit (financial) data (coin / card usage) and other data. It will also authorize, manage and log all vault door openings to allow coin collections to be carried out at regular authorized and scheduled intervals.

G. Add On Device (AOD)

To open the electromechanical lock, the MICROFLEX® CE5320 handheld uses an attached Add On Device (AOD), which is manufactured by Medeco, and comprises an enclosed electronics block and battery pack designed to provide power and a modulated signal via the single data contact on the key to the Medeco electromechanical lock.

I. Parkeon Applications

“Parkfolio Neo” is a PC-based Parkeon MMS that is used for the following:

- 1) Tracking of the Meter Status – current and historical maintenance data (faults, alarms, etc.)
- 2) Tracking of the Financial Data (collection and individual transactions data for Credit Cards and Coins)
- 3) Programming and Downloading meter configurations

Parkfolio “PayBySpace Supervisor” is a Parkeon web application that is used for:

- 1) Occupancy data analysis
- 2) Historical verification of payment for individual spaces
- 3) Enforcement user activity analysis

“Parkeon Handheld Application” is Parkeon's handheld device application that is used by PCOs to perform enforcement on Parkeon multi-space meters (e.g., to verify if a particular parking space is paid or expired)

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 equipment. Where applicable, the SFMTA shall reimburse Contractor for sales taxes paid.

Procurement services would 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**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.

\$346.96/crew shift**2) Data Input Services:**

Rate for a part-time Data Input Clerk to support the services under the Contract. **\$27.13/hour**

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. **\$3,792.44/week**

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. **\$6,594.62/week**

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. **\$6,594.62/week**

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. **\$2,195.72/week**

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. **\$3,776.79/week**

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) **\$2,808.42/week**

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 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 SFPM.

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 SFPM & 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 SFPM.

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 I.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**

Contract Management Fees	Monthly Cost	Contract Months	Projected Yearly Cost	Projected Contract Cost
Collections Management Fee	\$ 75,096.45	60	\$ 901,157.40	\$ 4,505,787.00
Counting Management Fee	\$ 27,492.12	60	\$ 329,905.44	\$ 1,649,527.20
Product Support Management Fee	\$ 26,214.34	60	\$ 314,572.08	\$ 1,572,860.40
Total			\$ 1,545,634.92	\$ 7,728,174.60

Collection Services	Crew Shift Cost	Projected Number of Crew Shifts Per Week	Projected Yearly Cost	Projected Contract Cost
Single Space Crew Rate	\$ 406.85	88	\$ 1,861,737.02	\$ 9,308,685.11
Multi Space Crew Rate	\$ 346.96	20	\$ 360,838.50	\$ 1,804,192.50
Data Collection	\$ 406.85	10	\$ 211,561.03	\$ 1,057,805.13
Total			\$ 2,434,136.55	\$ 12,170,682.74

Counting Services	Hourly Rate	Projected Number of Operators	Projected Yearly Cost	Projected Contract Cost
Coin Room Hourly Rate (per operator)	\$ 25.02	3	\$ 156,154.11	\$ 780,770.54

Equipment	Unit Cost	Qty	Projected Yearly Cost	Projected Contract Cost
Collection Vaults	\$ 311.00	300	\$ 18,660.30	\$ 93,301.49
Collection Carts	\$ 1,036.33	6	\$ 1,243.59	\$ 6,217.97
Coin Room Jet Sorter	\$ 27,651.00	1	\$ 5,530.20	\$ 27,651.00
Coin Sorters Upgrade	\$ 136,357.00	1	\$ 27,271.40	\$ 136,357.00
Total			\$ 52,705.49	\$ 263,527.47

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

Optional Services	Weekly Rates
Special Revenue Collections	\$ 346.96
Data Input Services	\$ 27.13
Street Survey Crew	\$ 3,792.44
Installation Crew	\$ 6,408.74
Removal Crew	\$ 6,594.62
Activation Crew	\$ 2,195.72
Acceptance Testing Crew	\$ 3,776.79
Meter Greeter	\$ 2,808.42
Procurement Burden Rate (%):	4.99%

Appendix C

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY SERVICE ORDER FORM

Contract Title:

Contract No.: _____

Project Title:

Project No.: _____

SERVICE ORDER DESCRIPTION

Task Title			
<input type="checkbox"/> New Service Order <input type="checkbox"/> Revised Service Order			
Work to be Performed			
Schedule 1. Start Date: _____ Estimated Completion Date: _____			
Budget Amount: \$ _____ Index Code: _____			
Deliverables <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: left; width: 60%;">Descriptions</th><th style="text-align: left; width: 20%;">Date Requested</th><th style="text-align: left; width: 20%;">Quantity</th></tr></thead></table>	Descriptions	Date Requested	Quantity
Descriptions	Date Requested	Quantity	
APPROVALS Approved _____ Date: _____ <div style="text-align: center;">Program Manager</div> Approved _____ Date: _____ <div style="text-align: center;">SFMTA Chief Financial Officer</div>			

APPENDIX D-EQUIPMENT

AND OTHER ENHANCEMENTS

(SOME OPTIONAL)

SF Meter Contract

This Appendix D is attached to, incorporated in and made a part of APPENDIX A SCOPE OF WORK to Contract No. SFMTA#2011/12-08, Section D.5 entitled "Equipment Requirements". The following is a high-level overview; additional technical information and applicable vendor or third party warranty details are available upon request from Contractor. All warranties associated with the items below are as specified in Exhibit 1 to this Appendix D.

1. Vehicle Box Surveillance Camera

In accordance with Section I. D.5.k), the equipment description of the motion-activated, wireless surveillance cameras to be added to the collection vehicle boxes (inside the rear of the vehicle) on 11 Serco vehicles is as follows: The unit conceals a DVR and pinhole camera that records high-quality MPEG-4 video on an SD card. The camera and DVR can run wirelessly on AA batteries or AC power. The camera and DVR are hardwired and concealed in a metal box and run on 12 volt vehicle battery power while in the vehicle but can run on AC power when taken out of the vehicle.

2. Detailed Coin Sorter Upgrade Specification

The summary below includes the parts/equipment, support services and maintenance agreement that are included with the Coin Sorter Upgrade as referenced in Section II.E. The pricing includes an annual site visit from Money Systems Technologies (MST).

ITEM	DESCRIPTION OF SUPPLIES / SERVICES
1	Rebuild 4 MST Sorters, including the replacement of the following parts: coin sorter plates, rubber wheels, coin tracks, count sensors, motion sensors, hopper conveyor complete, coin hopper with sensor
2	Rebuild 4 Vertical Conveyors, including the replacement of the following parts: top roller with shaft, bottom roller with bearings, bottom shaft, top roller bearings, chain, sprockets, conveyor belt
3	Replace All Stainless Steel Hoses/Tubes
4	Freight
5	Labor & Travel Expenses for 2 MST personnel for 7 days
6	Annual Maintenance Agreement (Parts & Labor, excluding vertical conveyor belts, sorting plates, electronics and computer parts), including 1 annual MST site visit
7	Weight Indicator
8	Stainless Steel Platform Scales
9	Labor for scale setup and calibration
10	Quarterly Jenssen Scale Calibration (every 90 days)

3. Coin Room Jet Sorter Solution

In order to process all pay station coin boxes using the new Jet Sorter, Contractor has provided the detailed specifications for the parts and services that will be required to support this request, and such specifications are attached hereto in Exhibit 1. Due to the

**APPENDIX D-EQUIPMENT
AND OTHER ENHANCEMENTS
(SOME OPTIONAL)
SF Meter Contract**

separation requirement of MUNI, Port and SFMTA monies, the foregoing is the preferred and recommended approach by SFMTA and Contractor.

3.1. JET SORTER ENHANCED APPLICATION

ITEM NO.	DESCRIPTION OF SUPPLIES / SERVICES
1	JetSort 6644
2	Gravity Tray
3	Communication Kit 7
4	CRM Wedge-Software

3.2. JET SORTER ENHANCED APPLICATION

ITEM NO.	DESCRIPTION OF SUPPLIES / SERVICES
1	Additional coin bags
2	Brinks processing
3	Annual JetSort Maintenance

4. Communications/Smart Phone Device

The proposal included three types of phones. SFMTA personnel will be provided with the Nexus 4S Google phone. This phone is an Android 4.0 device and some of the features of this web enabled smart phone include:

- Unlimited Voice, Text & Data
- HTML Web Browser
- NFC Proximity Sensor
- Otterbox

The Serco staff and managers will retain the original equipment that was included in the proposal.

5. RFQ for enhancement to AW118

The SFMTA has replaced about 6000 legacy MacKay parking meters with new IPS Smart meters. About half of those 6000 meters still have the Medeco Lock and the other half are equipped with new NexGen locks. The meters equipped with the NexGen locks are not scheduled in MeterSecure and therefore do not report whether they were collected, accessed or skipped. These meters are however listed in the MeterSecure database since it serves as main source for SFPM meter inventory.

Over the next few years the SFMTA is planning to replace the remaining Legacy MacKay meters with Smart meters that will also have Medeco NexGen locks.

APPENDIX D-EQUIPMENT

AND OTHER ENHANCEMENTS

(SOME OPTIONAL)

SF Meter Contract

Due to this change from legacy to Smart meters, data currently provided by MeterSecure and WinEmu will become incomplete and therefore reliance on the data from the NexGen system becomes more important. Another important factor will be the implementation of the import process for the maintenance csv files from the various vendors (currently under development by SFMTA).

It is the goal of the SFMTA for the NexGen database to become the main source of meter inventory information in the future, and therefore the dbo.LockHist table in the NexGen SQL database will become an important data source for the SFPMMMS.

Nexgen SQL database resides on the SA server, which is the same server that contains the WinEmu database. The address for this server and database is as follows:
192.168.2.20 (SAServer)\SASERVER\SASERVERSQL\Databases\VendSecDb\ This SQL database can be accessed using the VPN connection and the same user name and password to access the WinEmu database.

5.1. Enhancement 1

Under this Contract No. SFMTA#2011/12-08 Serco is required to provide a weekly report that lists all the missed collections and because the meters equipped with NexGen locks are currently not reported, because the lock history for these meters is residing in a different SQL database, as described above, SFMTA requests and Contractor shall provide an enhancement to verify "meter collected" status against both MeterSecure and Nexgen databases. The Skipped Meters Report resides in Reports -> Collections -> Skipped Collections Filtered by date Report.

The Nexgen database contains several tables, but for the purpose of this enhancement, the data anticipated to be required to perform and complete this Enhancement 1 is located in the dbo.LockHist table. This table contains several columns including the one listing the AssetNumber (post id) and the EventCode (code indicating if a meter was collected C, or other codes as outlined in the attached document).

Most meters, when collected, generate two or more entries in the database (this depends how many times the collector touches the lock), and the only entries in the EventCode column that affects this enhancement is the code B or Skipped.

The verification of the post id collection status needs to be completed against both MeterSecure and Nexgen databases before listing any post id in Skipped Collections Filtered by Date report.

In addition to adding the dual database verification above, the actual Skipped Collections Filtered by Date report needs to be enhanced by five new columns.

The first column, named "MCR Fault Code", will need to populate data (if available) from a csv file that will be submitted on a daily basis from a new application called Xora. This file (still under development by Serco) will contain the post id and a fault code. This code

APPENDIX D-EQUIPMENT

AND OTHER ENHANCEMENTS

(SOME OPTIONAL)

SF Meter Contract

needs to be translated into a text explanation and inserted in this new column matching the post id. For example if the csv file lists post id 701-00001 with a fault code 1, the text in the report will be populated as "Out of order". Please provide a preferred format for this file if needed.

The second column, named "Maint CSV Code", will need to populate data (if available) from the daily maintenance csv files that will be submitted by the parking meter vendors from their respective management systems. Since this file is currently under development by SFMTA, the provision of additional formatting requirements may be needed.

The third column, named "Repair Route", will need to be populated with the "Repair District Code". Since these codes are already in the SFPMMMS database, this entry can be matched from the post id.

The fourth column, named "MacKay Mechanism Status", will need to be populated with the mechanism status (OK or DEF) similarly to "Mechanism Status Changes Filtered by Post/Date" report. In the instances where status of the mechanism has changed throughout the day from OK to DEF or vice versa the DEF status takes a precedent for that particular date and post id.

The fifth column, named "Comments", should be editable by an authorized user (permissions module needs to be enhanced with "Meter Condition Report Modification Permission"). Once a user is authorized to edit "Comments" field, inputted comments should be retained by the database similarly to Data Correction Module comments' section. This will allow a collection operator to provide explanations for listed skipped post ids that were not explained by any of the automated sources.

5.2. Enhancement 2

In 2010 a change was made on how data was matched up between data received from vendor csv files and data received from the coin sorter csv files. For the routes that have legacy meters the common denominator is the "vault id" and for the routes that have smart meters the common denominator is the "sub-route" number. This change accommodated the data to be matched up for the →Reports →SMS →Daily Revenue Variances Report.

With the anticipated implementation of a NexGen enhancement, called "End of Cable", the vault number associated with the respective sub-route, will be available from the NexGen SQL database from the dbo.LockHist table. This is achieved by associating Nexgen lock numbers with post ids that have the same collection vault with assigned sub-route. The vault number will be recorded in the "AssetNumber" column and the sub-route number in the "RouteName" column. The vault number will be recorded at beginning and the end of the collection of meters on a sub-route. In the event multiple vaults are used on a sub-route, there will be multiple entries in the AssetNumber column.

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AND OTHER ENHANCEMENTS
(SOME OPTIONAL)
SF Meter Contract**

The goal of this enhancement is to eliminate the need to manually enter a sub-route number into the coin sorter application during actual coin sorting of the smart meter revenues. Instead, this enhancement will provide an ability to automatically match coin room records and smart meter vendors csv file records on vault level rather than totaling it up by the sub-route. The logic flow is as follows:

- 5.2.1. **AUDIT:** take post ids with the same vault numbers from Nexgen DB, match them against smart meter vendor CSV file, and total the revenue streams (coin, credit card and smart card) by revenue type.
- 5.2.2. **PROCESS:** take vault number revenue totals from coin room CSV files produced by MST/JetSorter machines.
- 5.2.3. For a variance report, the result would be a matching of the revenue by vault number rather than by sub-route number. It would also automate the entire process vs. relying on coinroom operative to manually enter correct sub-route associated with collection vault. All mismatches should be displayed in EXCEPTION section of the variance report.

NOTE: In light of this enhancement, the data correction functionality needs to be reviewed to confirm that exceptions resulting from this automation can be appropriately handled.

Implementation of this enhancement will also affect the following reports:

- Reports →Collections →Daily Revenue Activity Sorted by Collection Vault report
- Reports →Collections →Vault Weights Filtered by Date report
- Reports →Collections →SMS Daily Collections report
- Reports →SMS →Daily Process Collections report.

Codes for MCR (Meter Condition Report) column:

Numeric Code	Fault Description
1	Out of Order
2	Key Slot Jammed
3	Low Battery
4	Vandalized Meter
5	Broken Coin Canister
6	Loose Pole
7	Bent Pole
8	Pole No Meter

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AND OTHER ENHANCEMENTS
(SOME OPTIONAL)
SF Meter Contract**

Numeric Code	Fault Description
9	No Pole, No Meter
10	Null IDN
11	Green Light On, Key Won't Turn
12	Lock Not On Route
13	No Comm
14	Spinner 180 ^o
15	Spinner 360 ^o
16	Construction Zone
17	IPS - No Card Reset
18	IPS - Blank screen
19	IPS - Bad Collection Card
20	NEXGen - Red Light

As described in more detail in Exhibit 1 to this Appendix D, the optional warranty period applicable to this Section 5, is six months and is subject to limitations and exclusions from the subcontractor SIT(SCG).

6. Dashboard

The proposed off-the-shelf software for the web-based Dashboards (Graphic Visualizations) will be licensed to SFMTA by the vendor. Serco will develop dashboards that can be configured, including agreed upon views of SFPM and RedBeam. The Dashboard will include 100 initial DBA programming hours, 10 web client interactor user licenses (which are the number of log-ins allowed) and 3 desktop users (a desktop user can create and edit reports and has administrative rights) for a term of 5 years.

7. RFID Technology

The following items and services are optional, and pricing has not been included.

RFID technology support service is to be quoted by Contractor upon request and is subject to negotiation. The technology and software would be licensed to SFMTA by the vendor.

Each vault has a hardened, metal-mount RFID tag permanently affixed with a unique identification number. The RFID tag mounting position will allow reading only at the counting station at which is to be emptied.

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At each counting station an RFID reader, such as the Motorola DS 9808R, will be positioned to read only the vault located at the counting station to which it is associated. The RFID reader will be attached via USB cable to the counting station computer and will utilize wedge software for insertion of the RFID data into the counting software.

As vaults are received from the collection crew, magnetic RFID labels identifying the Crew ID will be affixed to each vault in near proximity to the permanently affixed vault RFID tag. As the vault is positioned at a counting station, the operator will depress the "tare" button on the scale interface. This action via the wedge software will initiate the RFID reading of the vault ID, crew ID and recording of the vault "full" weight via the scale.

Subsequently, the operator will empty the vault and depress the "tare" button to record the vault "empty" weight via the scale into the counting software.

Utilizing RFID technology, the operator will no longer be required to scan the vault ID nor the crew ID.

Alternatively, the requirement for the magnetic RFID labels for crew identification may be relieved. In this instance, only the Vault ID would be entered into the counting software. At the end of each day, a newly developed application would interrogate the Redbeam Asset Management software to determine the Crew ID associated with each Vault ID for that day and insert that data into the CSV file before upload into SFPM.

**APPENDIX D-EQUIPMENT
AND OTHER ENHANCEMENTS
(SOME OPTIONAL)
SF Meter Contract**

Exhibit 1 to this Appendix D *

SUMMARY OF ITEMS FOR APPENDIX D - EQUIPMENT FOR SF METER CONTRACT			
	Item Procured	Manufacturer	Warranty Period
1A	Truck Camera	Swann Communications USA Inc.	1 Year
1B	DVR	Sold by TOMTOP.COM	1 Year
2A	MST Coin Sorter Equip	Money Systems Tech.	Parts 1 Year; Labor 90 days
2B	Jennsen Scales - Weight Indicators	Rice Lake	1 Year
2C	Jennsen Scales - Platform Scales	TotalComp	1 Year
3	Jet Sorter	Cummins-Allison Corp.	Parts 1 Year; Labor 90 days
4	SmartPhone	Nexus S 4G Android	Phone - 1 Year
5A	Nexgen SQL Database	Serco SCG UK	6 months from implementation date
5B	Medeco Padlock w Cylinder	Medeco Engineered Security Soln.	2 Years
6	Dashboards	Tableau Software	[to be provided by Serco]

***Additional details available upon request.**

APPENDIX E
REPORT SAMPLES

Crew I - Monday Collection Schedule (Shift I)

Date: 4-9-12

Route	Sub Route	Inventory	Location	Handheld	Vault	Collector	Start	Finish
122	122.1	159	Haight: Stanyan (700) - Masonic	5193	45J 162V	01 125	6:04	7:02
	122.2	116	Haight: Stanyan (600) - Masonic	5192	107V 138V	02 129	↓	↓
	122.3	38	Cole	3928	154V	D 208	6:10	6:24
103	103.1	122	California: Laurel, Spruce	5193	150V	01 125	7:10	7:58
	103.4	82	California: Presidio	5192	255V	02 129	↓	↓
	103.3	162	Sacramento - Divisadero	5193	104V 193V	01 125	8:00	9:17
	103.2	180	Sacramento - Divisadero	5192	159V 177V	02 129	↓	↓
126	126.1	87	Geary: 2300,2200 - Ofi- 2200, - St. Joseph	3928	207V	D 208	7:18	9:00
A1, A2, A119		946	Total Vaults Used		12			

Issued White Seal Verification: 30 Seals

Break Start Time: 8:33

Break Stop Time: 8:43

Confirmed by: [Signature]

Received by: [Signature]

S	515	515	511	511	512	515	516	127	422	517	515	515	525
V	45	162	107	138	184	150	255	104	15	183	177	207	

Collection Assignment D-3

Q	Route	Duncan ID		Location	NG Key	Cashbox		Collector	Start	Finish
						In	Out			
1	411	590	00002	Oak 100 Block		1461	1412	190	11:15	11:16
2	411	590	00004	Oak 100 Block		1565	1512		11:17	11:18
3	411	590	00006	Oak 100 Block		1404	1529		11:20	11:21
4	411	590	00008	Oak 100 Block		1462	1410		11:19	11:20
5	423	467	00001	Hickory 100 block		1421	1401		11:02	11:02
6	423	467	00003	Hickory 100 block		1516	1480		11:00	11:01
7	410	701	00001	Van Ness		1513	1468		11:09	11:10
8	410	701	00002	Van Ness		1502	1529		11:07	11:08
9	410	701	01001	Van Ness		1423	1528		10:56	10:57
10	410	701	01003	Van Ness		1511	1539		10:54	10:55
11	410	701	02001	Van Ness		1450	1517		11:53	11:54
12	410	701	03001	Van Ness		1463	1549		11:47	11:48
13	410	701	03002	Van Ness		1582	1493		11:57	11:58
14	410	701	04001	Van Ness		1503	1431		11:49	11:50
15	410	701	04002	Van Ness		1510	1529		11:59	12:00
16	410	701	05001	Van Ness		1494	1443		11:41	11:42
17	410	701	05002	Van Ness		1473	1415		11:33	11:34
18	410	701	05003	Van Ness		1476	1537		11:43	11:44
19	410	701	05004	Van Ness		1400	1578		11:56	11:57
20	409	419	05001	Franklin		1485	1411	11:25	11:26	
21	409	419	05002	Franklin		1520	1452	11:29	11:30	
22	409	419	05003	Franklin		1435	1503	11:26	11:27	
23	412	612	03002	Polk St		1408	1535	12:42	12:43	
24	412	612	03004	Polk St		1409	1572	12:43	12:44	
25	412	612	03006	Polk St		1585	1429	12:47	12:48	
26	414	542	01001	Larkin st		1434	1447	12:26	12:27	
27	414	542	01003	Larkin st		1422	1586	12:37	12:38	
28	414	542	03002	Larkin st		1447	1523	12:27	12:28	
29	401	563	02002	MC Allister St		1491	1589	12:24	12:25	
30	401	563	03001	MC Allister St		1651	1484	12:14	12:15	
31	401	563	03002	MC Allister St		1487	1514	12:13	12:14	
32	401	563	03003	MC Allister St		1418	1521	12:17	12:18	
33	401	563	03004	MC Allister St		1521	1441	12:07	12:08	
34	401	563	03006	MC Allister St		1649	1530	12:05	12:06	

of Cash Boxes Checked Out: 10

Total Cash Boxes Collected: 34

① NO STICKER
 ② NO CLEAN & NO STICKER

EL #2 12:49
 12:59

Daily Revenue Collections Report for Parking Meter

Monday, April 09, 2012

Daily Revenue Collection Report Figures (Coin Revenue)

Collection Crew	Meters	Revenue	Weight (lbs)
1	1599	\$23,154.19	1269.7
2	1616	\$25,166.22	1378.05
3	3081	\$17,946.34	998.65
4	1689	\$19,856.00	1099.9
5	2959	\$16,960.41	925.5
6	1278	\$16,865.49	937.1
8	44	\$773.34	42.65
Reino	34	\$3,293.66	177.25
Pilot	N/A	\$92.32	0
Misc	N/A	\$17.81	0
Totals	12,300	\$124,125.78	6,828.80

Consolidated Totals	\$124,125.78
Serco Count Adjustment	(\$22.00)
Serco Declared Count	\$124,103.78
Variance Brink's Counting	\$0.00
Bin:	
Variance Brink's Counting	\$0.00
Bin:	
Variance Brink's Counting	\$0.00
Bin:	
Brinks Additional Mixed Coin	\$0.00
Brinks Junk Adjustment	(\$28.50)
Total Coin Deposit	\$124,075.28
SFPM / Brinks Deposit Variance	(\$50.50)

Card Revenue

Meter Type	Meters	Revenue
Mackay	6790	\$20,258.30
Reino	32	\$1,096.89
Total MTA Card Revenue		\$21,355.19

MTA Total Coin plus Card Port Card Revenue **\$145,430.47**
\$147.37

Data Entry Errors

Collector data entry error (see Variance report for more details)

Route	Wrong Vault	Correct Vault	Comments
126.2	N/A	16	Master password Issues
307.1	240	248	Collector Error
302.51	274	208	Assing vault 208 to route 302.51 via coin room module this vault was accidentally tagged with wrong tag 302.52.
302.52	208	274	Assing vault 274 to route 302.52 via coin room module this vault was accidentally tagged with wrong tag 302.51.
304.61	187	172	Assing vault 172 to route 304.61 via coin room module this vault was accidentally tagged with wrong tag 304.52.
304.62	172	187	Assing vault 187 to route 304.62 via coin room module this vault was accidentally tagged with wrong tag 304.51.

Coin Room data entry error (see Variance report for more details)

Route	Wrong Vault	Correct Vault	Comments
PORT	N/A	N/A	Port view error. \$4,483.76
102.52	N/A	91	Suspect bad door 614-17360 = IPS

SERCO - BRINKS DAILY RECONCILIATION REPORT

S.1	S.1.1	S.1.2	S.1.3	S.2	S.3	S.4	S.5	S.6	S.7	S.8	S.9	S.10	S.11	S.12	S.13	S.14	S.15	S.16	S.17	S.18	S.19	S.20	S.21	S.22	S.23	S.24	S.25	S.26	S.27
Service Collection Date	Bin Number	Coin Denomination	Serial Number	Serial Gross Weight	Serial Net Weight	Serial Tare Weight	Serial Content Weight	Serial Conversion Rate	Serial Deductible Value	Brink's Processed Date	Brink's Bin Gross Weight	Brink's Bin Tare Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate	Brink's Bin Total Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate	Brink's Bin Total Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate	Brink's Bin Total Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate	Brink's Bin Total Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate	Brink's Bin Total Weight	Brink's Bin Content Weight	Brink's Bin Conversion Rate
	0	Quarters	4823186	27.52	NA	NA	NA	NA	\$ 1,546.00		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Quarters	4191321	8.00	NA	NA	NA	NA	\$ 34,097.25		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Quarters	4191822	2184.40	246.00	NA	NA	NA	\$ 38,532.25		2184.40	246.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Quarters	4191822	1891.30	241.50	NA	NA	NA	\$ 33,086.00		1891.30	241.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Dimes	4191824	670.50	244.00	NA	NA	NA	\$ 72,874.00		670.50	244.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Dimes	4191825	1182.50	243.00	NA	NA	NA	\$ 2,928.95		1182.50	243.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	0	Pennies	4181187	20.25	NA	NA	NA	NA	\$ 5.00		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total Amount Declared by Serco:										\$ 124,103.78																			
Junk Adjustment:										\$ (28.50)																			
Deposit Credited to Client Account:										\$ 124,075.28																			
Form Completed by:																													
Number of Service Days this month:										April (27 Service Days)																			
Special Instructions:																													

Handwritten:
 \$ 124,103.78
 \$ (28.50)
 \$ 124,075.28
 April 10 - 12

Quarter Bin Weighing Tolerances:
 +/- 1lb for bin contents weighing up to 500 lbs
 +/- 1.5lbs for bin contents weighing 1,500.5 to 2,000 lbs
 +/- 2lbs for bin contents weighing in excess of 2,000.5 lbs

Quarter Bin Tare Allowance:
 +/- \$20 for amounts up to \$30,000.00
 +/- \$30 for amounts between \$30,000.01 and \$40,000.00
 +/- \$40 for amounts in excess of \$40,000.01

Quarter Bin Junk Allowance:
 \$1 for bins containing up to \$30,000.00
 \$9 for bins containing up to \$30,000.01 to \$40,000.00
 \$11 for bins containing in excess of \$40,000.01

Bin Weighing Tolerances:
 +/- 1lb for bin contents weighing up to 500 lbs
 +/- 1.5lbs for bin contents weighing 1,500.5 to 2,000 lbs
 +/- 2lbs for bin contents weighing in excess of 2,000.5 lbs

Bin Tare Allowance:
 +/- \$20 for amounts up to \$30,000.00
 +/- \$30 for amounts between \$30,000.01 and \$40,000.00
 +/- \$40 for amounts in excess of \$40,000.01

Bin Junk Allowance:
 \$1.50 for bins containing the equivalent of up to \$25,000.00
 \$9.00 for bins containing up to \$30,000.01 to \$40,000.00
 \$11 for bins containing in excess of \$40,000.01

Net Weight vs. Gross Weight Variance:
 +/- \$5.00 for amounts up to \$6,000.00
 +/- \$9.10 for amounts in excess of \$6,000.01

No Deduction Will be Made for Junk

BRINKS

SKID CONTROL SHEET

SHEET # 2364426

DATE:

8100

4/9

370

CHECK ONE:

SBA'S

DIMES

CHECK ONE:

BAGS

HALVES

NICKELS

BINS

QUARTERS

PENNIES

BOXES

Q/R

DATE UNITS ON UNITS OFF UNIT BALANCE \$ BALANCE LOGGED BY

QUARTERS

QUARTERBIN
44

W 1696.0WT/1000
T 239.0 12.467 LB
G 1935.0
APR 10, 2012
11:31AM

34009.25

ds

BRINKS

\$ 34,007

BRINKS

SKID CONTROL SHEET

SHEET #: 2364426

Seneca

DATE *4/9*

#
371

CHECK ONE:

SBA'S

DIMES

CHECK ONE: BAGS

HALVES

NICKELS

BINS

QUARTERS

PENNIES

BOXES

DATE	UNITS ON	UNITS OFF	UNIT BALANCE	\$ BALANCE	LOGGED BY
<i>QR</i>					
<i>Quarters</i>					
QUARTERBIN <i>44</i>					
N 1941.0WT/1000 T 239.5 12.467 LB G 2180.5 APR. 10, 2012 11:03AM					
<i>38924.25</i>					
BRINKS					
<i>38,933</i>					
<i>05</i>					

BRINKS

SKIP CONTROL SHEET

SHEET # 2364426

DATE: 4/9

Sums

400

CHECK ONE: SBA'S DIMES CHECK ONE: BAGS

HALVES NICKELS BINS

QUARTERS PENNIES BOXES

DATE	UNITS ON	UNITS OFF	BALANCE	\$ BALANCE	LOGGED BY
			<i>S/R</i>		
<i>Quarters</i>					
			QUARTERBIN 44		
			W 1650.0WT/1000		
			T 242.0 12.467	LB	
			G 1892.0	33091.25	
			APR. 10, 2012		
			11:33AM		
			BRINKS		
<i>\$ 33,098</i>					

BRINKS

STANDARD CONTROL SHEET

SHEET #: 2364426

Seco

DATE: *4/9*

413

CHECK ONE:

SBA'S

DIMES

CHECK ONE: BAGS

HALVES

NICKELS

BINS

QUARTERS

PENNIES

BOXES

DATE	UNITS ON	UNITS OFF	UNIT BALANCE	\$	Y
				DIMEBIN 33	
			<i>S/R</i>	N 627.5 WT/1000 T 242.5 5.0041 LB G 870.0 APR. 10, 2012 11:08AM	
			<i>DIMES</i>	12539.90	
				BRINKS	
				<i>40</i>	
				<i>\$ 12,537</i>	


In today's declared totals, 1567 pieces were machine counted as dollars, 1545 pieces were hand count confirmed as dollar coins while 22 additional pieces were identified of which 1 quarters, 1 dimes, 1 nickels, 0 pennies, and 17 tokens (2 were miscounts) totaling 1567. The quarters, dimes, nickels and pennies will be processed in today's count as a misc. adjustment.

Shift I	100	200	300	400	Totals
Dollars	\$ 137.00	\$ 159.00	\$ 109.00	\$ 163.00	\$ 568.00
Quarters (I)	\$ 8,616.25	\$ 10,076.75	\$ 6,930.75	\$ 8,383.50	\$ 34,007.25
Dimes	\$ 955.90	\$ 1,208.60	\$ 850.50	\$ 909.30	\$ 3,924.30
Nickels	\$ 308.30	\$ 394.65	\$ 272.20	\$ 286.80	\$ 1,261.95
Pennies	\$ 7.89	\$ 10.00	\$ 6.85	\$ 4.23	\$ 28.97
	\$ 10,025.34	\$ 11,849.00	\$ 8,169.30	\$ 9,746.83	\$ 39,790.47

Shift II	100	200	300	400	Totals
Dollars	\$ 241.00	\$ 258.00	\$ 224.00	\$ 276.00	\$ 999.00
Quarters (II)	\$ 8,909.50	\$ 10,051.75	\$ 10,026.00	\$ 9,946.00	\$ 38,933.25
Quarters (III)	\$ 7,472.00	\$ 11,001.50	\$ 7,178.25	\$ 7,446.25	\$ 33,098.00
Dimes	\$ 1,965.50	\$ 2,531.90	\$ 2,045.30	\$ 2,070.40	\$ 8,613.10
Nickels	\$ 590.10	\$ 799.65	\$ 635.20	\$ 642.95	\$ 2,667.90
Pennies	\$ 5.81	\$ 7.08	\$ 5.51	\$ 5.66	\$ 24.06
	\$ 19,183.91	\$ 24,649.88	\$ 20,114.26	\$ 20,387.26	\$ 84,335.31

Totals	100	200	300	400	Totals
Dollars	\$ 378.00	\$ 417.00	\$ 333.00	\$ 439.00	\$ 1,567.00
Quarters	\$ 24,997.75	\$ 31,130.00	\$ 24,135.00	\$ 25,775.75	\$ 106,038.50
Dimes	\$ 2,921.40	\$ 3,740.50	\$ 2,895.80	\$ 2,979.70	\$ 12,537.40
Nickels	\$ 898.40	\$ 1,194.30	\$ 907.40	\$ 929.75	\$ 3,929.85
Pennies	\$ 13.70	\$ 17.08	\$ 12.36	\$ 9.89	\$ 53.03
	\$ 29,209.25	\$ 36,498.88	\$ 28,283.56	\$ 30,134.09	\$ 124,125.78

Total Consolidated Transaction Report	\$	124,125.78
<i>adjustments</i>	\$	(22.00)
Adjusted Declared Value of Coin Counted	\$	124,103.78


 Signature

4-9-12
 Date

PICKED UP ON (Date) 04-09-12

DELIVERED ON (Date) _____

RUN No. _____ CAR No. _____

RUN No. _____ CAR No. _____

**TRANSFER
DELIVERY SHEET**

FORM 153 REV. 4/89 PRINTED IN U. S. A.

M	G	M	G
D	G	D	G
G	G	G	G

RECEIVED FROM	TIME AR. LV.	DELIVERED TO	TIME AR. LV.	RECEIVED FROM BRINK'S BY THE NAMED CONSIGNEE			SIGNATURE FOR CONSIGNEE
				SEALED PACKAGES			
				NUMBER (NUMERAL)	BAG/SEAL #	SAID TO CONTAIN	
Q1 08109621	/	Bin 378	/	QUARTERS		34,007.25	
Q2 08109622	/	Bin 371	/	QUARTERS		38,933.25	
Q3 08109623	/	Bin 400	/	QUARTERS		33,098.00	
D 08109624	/	Bin 413	/	DIMES		12,537.40	
N 08109625	/	Bin 398	/	NICKLES		3,929.85	
P	/	BAG 4183187	/	PENNIES		0.00	
D	/	BAG 4183186	/	DOLLARS		1,545.00	
	/	BAG 4183277	/	PENNIES		53.03	
	/		/			<u>124,103.78</u>	
<p><i>Kenley Ray</i> 4/9/12</p>				<p><i>Hugo E Hernandez</i> 4-09-12</p>			

BRINK'S

Consolidated Transaction Report
Serco

Sorter Designation (s) : 100 200 300 400
 Time report records began: Monday, Apr 09 08:48:27 2012
 Time report was printed: Monday, Apr 09 10:55:44 2012
 Number of transactions: 47

Coin Type	Quantity of Coins	Cash Value of Coins	Weight Value	Weight Cash Value	Total Cash Value
Dollars	568	\$ 568.00	10.11	\$ 568.00	\$ 568.00
Quarters	136029	\$ 34,007.25	1,691.94	\$ 34,007.25	\$ 34,007.25
Dimes	39243	\$ 3,924.30	196.24	\$ 3,924.30	\$ 3,924.30
Nickels	25239	\$ 1,261.95	276.85	\$ 1,261.95	\$ 1,261.95
Pennies	2897	\$ 28.97	16.80	\$ 28.97	\$ 28.97
Sub-Totals	203976	\$ 39,790.47	2191.94	\$ 39,790.47	\$ 39,790.47
Declared Cash Total					\$ 39,790.47

Consolidated Transaction Report
Serco

Sorter Designation (s) : 100 200 300 400
 Time report records began: Monday, Apr 09 08:48:27 2012
 Time report was printed: Monday, Apr 09 16:14:49 2012
 Number of transactions: 168

Coin Type	Quantity of Coins	Cash Value of Coins	Weight Value	Weight Cash Value	Total Cash Value
Dollars	1567	\$1,567.00	27.89	\$ 1,567.00	\$ 1,567.00
Quarters	424154	\$106,038.50	5,275.63	\$ 106,038.50	\$ 106,038.50
Dimes	125374	\$12,537.40	627.00	\$ 12,537.40	\$ 12,537.40
Nickels	78597	\$3,929.85	862.13	\$ 3,929.85	\$ 3,929.85
Pennies	5303	\$53.03	30.76	\$ 53.03	\$ 53.03
Sub-Totals	634995	\$ 124,125.78	6823.41	\$ 124,125.78	\$ 124,125.78
Declared Cash Total					\$ 124,125.78

SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash
1	103.2	15	J MACHUKA	78	86.55	32.00	54.55	27	\$27.00	3444	\$861.00	940	\$94.00	576	\$28.80	20	\$0.20	\$1,011.00
1	121.1	22	A YOUNG	27	54.25	32.00	22.25	4	\$4.00	1402	\$350.50	411	\$41.10	234	\$11.70	8	\$0.08	\$407.38
1	904	42	J SAN JUAN	38	71.65	32.15	39.50	49	\$49.00	2427	\$606.75	718	\$71.80	419	\$20.95	38	\$0.38	\$748.88
1	122.1	43	A YOUNG	59	83.00	32.30	50.70	20	\$20.00	3108	\$777.00	869	\$86.90	656	\$32.80	24	\$0.24	\$916.94
1	906	51	J SAN JUAN	32	65.25	32.30	32.95	16	\$16.00	2001	\$500.25	606	\$60.60	430	\$21.50	10	\$0.10	\$598.45
1	103.3	104	A YOUNG	66	75.00	32.75	42.25	12	\$12.00	2729	\$682.25	742	\$74.20	387	\$19.35	12	\$0.12	\$787.92
1	122.2	107	J MACHUKA	66	91.20	32.55	58.65	7	\$7.00	3731	\$932.75	1044	\$104.40	573	\$28.65	64	\$0.64	\$1,073.44
1	121.2	108	J MACHUKA	19	49.30	33.55	15.75	2	\$2.00	1044	\$261.00	277	\$27.70	111	\$5.55	8	\$0.08	\$296.33
1	121.1	114	A YOUNG	82	114.50	32.45	82.05	18	\$18.00	5082	\$1,270.50	1583	\$158.30	940	\$47.00	23	\$0.23	\$1,494.03
1	120.1	136	A YOUNG	49	81.50	32.00	49.50	4	\$4.00	3017	\$754.25	1044	\$104.40	595	\$29.75	10	\$0.10	\$892.50
1	122.2	138	J MACHUKA	55	87.15	32.05	55.10	19	\$19.00	3363	\$840.75	1052	\$105.20	664	\$33.20	53	\$0.53	\$998.68
1	121.3	142	A YOUNG	27	51.00	32.05	18.95	11	\$11.00	1172	\$293.00	312	\$31.20	235	\$11.75	10	\$0.10	\$347.05
1	120.1	145	A YOUNG	81	110.40	32.00	78.40	11	\$11.00	4838	\$1,209.50	1450	\$145.00	943	\$47.15	36	\$0.36	\$1,413.01
1	103.1	150	A YOUNG	117	116.05	32.15	83.90	17	\$17.00	5262	\$1,315.50	1499	\$149.90	936	\$46.80	51	\$0.51	\$1,529.71
1	122.1	162	A YOUNG	91	124.75	32.05	92.70	40	\$40.00	5744	\$1,436.00	1742	\$174.20	1036	\$51.80	89	\$0.89	\$1,702.89
1	903	173	J SAN JUAN	20	53.85	31.95	21.90	25	\$25.00	1393	\$348.25	331	\$33.10	220	\$11.00	2	\$0.02	\$417.37
1	103.2	177	J MACHUKA	97	81.40	32.05	49.35	3	\$3.00	3075	\$768.75	948	\$94.80	548	\$27.40	21	\$0.21	\$894.16
1	103.3	183	A YOUNG	78	67.70	31.95	35.75	1	\$1.00	2280	\$570.00	567	\$56.70	405	\$20.25	5	\$0.05	\$648.00
1	122.3	184	J SAN JUAN	36	69.20	32.55	36.65	13	\$13.00	2290	\$572.50	655	\$65.50	409	\$20.45	16	\$0.16	\$671.61
1	126.1	207	J SAN JUAN	81	74.25	31.80	42.45	3	\$3.00	2562	\$640.50	834	\$83.40	557	\$27.85	20	\$0.20	\$754.95
1	120.2	213	J MACHUKA	56	94.70	32.10	62.60	5	\$5.00	3847	\$961.75	1131	\$113.10	799	\$39.95	39	\$0.39	\$1,120.19
1	120.2	215	J MACHUKA	60	78.70	33.60	45.10	3	\$3.00	2707	\$676.75	944	\$94.40	583	\$29.15	23	\$0.23	\$803.53
1	121.4	231	J MACHUKA	38	53.00	32.35	20.65	4	\$4.00	1285	\$321.25	386	\$38.60	237	\$11.85	8	\$0.08	\$375.78
1	120.1	232	A YOUNG	72	79.45	32.30	47.15	15	\$15.00	2855	\$713.75	949	\$94.90	581	\$29.05	26	\$0.26	\$852.96
1	121.2	246	J MACHUKA	96	131.55	32.35	99.20	27	\$27.00	6289	\$1,572.25	1725	\$172.50	1041	\$52.05	49	\$0.49	\$1,824.29
1	103.4	255	J MACHUKA	78	63.70	32.00	31.70	5	\$5.00	1956	\$489.00	604	\$60.40	369	\$18.45	29	\$0.29	\$573.14



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date	04/09/2012						
	Sub Routes	Vaults	Collected Meters	Gross Weight	Tare Weight	Net Weight	Vault Cash
Grand Totals	17	26	1599	2109.05	839.35	1269.7	\$23,154.19

SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash
2	215.52				34.25	32.40	1.85	3	\$3.00	126	\$31.50	17	\$1.70	12	\$0.60	0	\$0.00	\$36.80
2	215.53				34.90	31.80	3.10	2	\$2.00	195	\$48.75	67	\$6.70	29	\$1.45	0	\$0.00	\$58.90
2	118.2	27	H VONGRATSAMY	52	81.00	32.20	48.80	5	\$5.00	2926	\$731.50	1028	\$102.80	633	\$31.65	32	\$0.32	\$871.27
2	902.1	38	V NHAN	44	91.05	31.90	59.15	14	\$14.00	3737	\$934.25	1041	\$104.10	628	\$31.40	41	\$0.41	\$1,084.16
2	118.1	41	V NHAN	117	120.55	32.85	87.70	19	\$19.00	5389	\$1,347.25	1695	\$169.50	1058	\$52.90	30	\$0.30	\$1,588.95
2	215.2	49	H VONGRATSAMY	46	75.10	32.20	42.90	7	\$7.00	2801	\$700.25	658	\$65.80	399	\$19.95	27	\$0.27	\$793.27
2	119.1	56	V NHAN	67	84.90	32.60	52.30	9	\$9.00	3274	\$818.50	970	\$97.00	589	\$29.45	12	\$0.12	\$954.07
2	119.2	57	H VONGRATSAMY	74	83.65	32.25	51.40	4	\$4.00	3224	\$806.00	920	\$92.00	584	\$29.20	21	\$0.21	\$931.41
2	125.2	62	H VONGRATSAMY	127	123.60	32.10	91.50	9	\$9.00	5602	\$1,400.50	1838	\$183.80	1090	\$54.50	86	\$0.86	\$1,648.66
2	118.2	78	H VONGRATSAMY	149	139.45	32.25	107.20	15	\$15.00	6879	\$1,719.75	1845	\$184.50	1054	\$52.70	52	\$0.52	\$1,972.47
2	215.3	80	V NHAN	113	131.55	31.85	99.70	21	\$21.00	6388	\$1,597.00	1691	\$169.10	1018	\$50.90	45	\$0.45	\$1,838.45
2	911	81	E RAMOS	16	49.40	32.00	17.40	11	\$11.00	1112	\$278.00	271	\$27.10	173	\$8.65	9	\$0.09	\$324.84
2	215.3	95	V NHAN	41	68.90	31.90	37.00	5	\$5.00	2368	\$592.00	661	\$66.10	365	\$18.25	13	\$0.13	\$681.48
2	912	112	E RAMOS	28	62.25	32.30	29.95	5	\$5.00	1827	\$456.75	579	\$57.90	377	\$18.85	12	\$0.12	\$538.62
2	118.1	123	V NHAN	83	100.45	32.00	68.45	6	\$6.00	4098	\$1,024.50	1398	\$139.80	920	\$46.00	51	\$0.51	\$1,216.81
2	910	129	E RAMOS	21	54.55	32.65	21.90	6	\$6.00	1314	\$328.50	475	\$47.50	275	\$13.75	16	\$0.16	\$395.91
2	215.2	134	H VONGRATSAMY	102	117.90	32.55	85.35	21	\$21.00	5680	\$1,420.00	1258	\$125.80	713	\$35.65	35	\$0.35	\$1,602.80
2	125.2	154	H VONGRATSAMY	109	130.55	32.80	97.75	18	\$18.00	6093	\$1,523.25	1851	\$185.10	1085	\$54.25	50	\$0.50	\$1,781.10
2	125.1	193	V NHAN	98	137.40	32.00	105.40	24	\$24.00	6345	\$1,586.25	2154	\$215.40	1344	\$67.20	81	\$0.81	\$1,893.66
2	215.1	199	E RAMOS	76	82.50	31.95	50.55	20	\$20.00	3237	\$809.25	825	\$82.50	510	\$25.50	19	\$0.19	\$937.44
2	902.2	209	H VONGRATSAMY	58	102.35	32.25	70.10	12	\$12.00	4589	\$1,147.25	980	\$98.00	673	\$33.65	62	\$0.62	\$1,291.52
2	125.1	245	V NHAN	83	113.30	32.15	81.15	34	\$34.00	5060	\$1,265.00	1577	\$157.70	863	\$43.15	34	\$0.34	\$1,500.19
2	909	257	E RAMOS	25	56.70	31.90	24.80	0	\$0.00	1540	\$385.00	481	\$48.10	278	\$13.90	5	\$0.05	\$447.05
2	125.1	263	V NHAN	59	74.55	31.90	42.65	7	\$7.00	2644	\$661.00	848	\$84.80	465	\$23.25	34	\$0.34	\$776.39



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date	04/09/2012						
	Sub Routes	Vaults	Collected Meters	Gross Weight	Tare Weight	Net Weight	Vault Cash
Grand Totals	17	24	1588	2150.8	772.75	1378.05	\$25,166.22

SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																	
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash	
3	201.51				185.10	64.25	120.85	29	\$29.00	7094	\$1,773.50	2518	\$251.80	1527	\$76.35	456	\$4.56	\$2,135.21	
3	201.52				198.40	64.95	133.45	38	\$38.00	7881	\$1,970.25	2471	\$247.10	1770	\$88.50	490	\$4.90	\$2,348.75	
3	201.53				188.15	64.40	123.75	41	\$41.00	7261	\$1,815.25	2400	\$240.00	1607	\$80.35	495	\$4.95	\$2,181.55	
3	201.54				49.00	32.20	16.80	3	\$3.00	1006	\$251.50	350	\$35.00	203	\$10.15	39	\$0.39	\$300.04	
3	222.51				61.60	32.95	28.65	1	\$1.00	1870	\$467.50	421	\$42.10	236	\$11.80	99	\$0.99	\$523.39	
3	222.52				58.30	32.00	26.30	14	\$14.00	1757	\$439.25	287	\$28.70	219	\$10.95	43	\$0.43	\$493.33	
3	310.1	7	A FONG	69	86.55	32.50	54.05	4	\$4.00	3200	\$800.00	1068	\$106.80	784	\$39.20	27	\$0.27	\$950.27	
3	320.1	10	A FONG	67	98.35	32.05	66.30	13	\$13.00	4069	\$1,017.25	1285	\$128.50	796	\$39.80	19	\$0.19	\$1,198.74	
3	310.2	29	A BARBA JR.	87	93.30	32.00	61.30	5	\$5.00	3633	\$908.25	1268	\$126.80	860	\$43.00	26	\$0.26	\$1,083.31	
3	922	36	K DIEWWANICH	17	43.85	32.55	11.30	4	\$4.00	697	\$174.25	260	\$26.00	103	\$5.15	15	\$0.15	\$209.55	
3	220.1	53	A FONG	21	46.75	33.00	13.75	3	\$3.00	911	\$227.75	154	\$15.40	133	\$6.65	13	\$0.13	\$252.93	
3	320.1	54	A FONG	52	78.70	32.40	46.30	9	\$9.00	2921	\$730.25	812	\$81.20	511	\$25.55	23	\$0.23	\$846.23	
3	222.2	97	A BARBA JR.	35	78.95	32.15	46.80	10	\$10.00	2921	\$730.25	673	\$67.30	431	\$21.55	11	\$0.11	\$829.21	
3	320.2	124	A BARBA JR.	13	47.35	32.00	15.35	3	\$3.00	981	\$245.25	288	\$28.80	153	\$7.65	2	\$0.02	\$284.72	
3	923	141	K DIEWWANICH	21	46.90	32.15	14.75	8	\$8.00	892	\$223.00	289	\$28.90	179	\$8.95	8	\$0.08	\$268.93	
3	320.2	156	A BARBA JR.	109	118.30	32.30	86.00	32	\$32.00	5429	\$1,357.25	1402	\$140.20	957	\$47.85	35	\$0.35	\$1,577.65	
3	308.1	161	A FONG	52	46.55	32.40	14.15	4	\$4.00	842	\$210.50	287	\$28.70	190	\$9.50	21	\$0.21	\$252.91	
3	214.1	170	K DIEWWANICH	35	61.25	32.00	29.25	15	\$15.00	1877	\$469.25	434	\$43.40	300	\$15.00	20	\$0.20	\$542.85	
3	222.1	176	A FONG	42	74.80	32.20	42.60	10	\$10.00	2754	\$688.50	668	\$66.80	413	\$20.65	42	\$0.42	\$786.37	
3	927	195	K DIEWWANICH	8	40.00	32.60	7.40	1	\$1.00	449	\$112.25	138	\$13.80	95	\$4.75	3	\$0.03	\$131.83	
3	308.2	223	A BARBA JR.	53	62.15	32.50	29.65	3	\$3.00	1811	\$452.75	592	\$59.20	360	\$18.00	13	\$0.13	\$533.08	
3	220.2	267	A BARBA JR.	20	41.85	31.95	9.90	3	\$3.00	730	\$182.50	230	\$23.00	139	\$6.95	4	\$0.04	\$215.49	
Grand Totals		20	22	701	1806.15	807.5	998.65	\$17,946.34											



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																	
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash	
4	302.51				119.45	32.10	87.35	20	\$20.00	5286	\$1,321.50	1606	\$160.60	1150	\$57.50	97	\$0.97	\$1,560.57	
4	302.52				53.10	32.55	20.55	3	\$3.00	1288	\$322.00	346	\$34.60	237	\$11.85	13	\$0.13	\$371.58	
4	304.61				82.60	32.25	50.35	18	\$18.00	3234	\$808.50	808	\$80.80	504	\$25.20	19	\$0.19	\$932.69	
4	304.62				104.50	33.85	70.65	19	\$19.00	4506	\$1,126.50	1123	\$112.30	749	\$37.45	48	\$0.48	\$1,295.73	
4	303.1	13	S ROSS	82	113.30	32.65	80.65	14	\$14.00	4936	\$1,234.00	1613	\$161.30	940	\$47.00	52	\$0.52	\$1,456.82	
4	303.2	30	C LEIVA	75	104.40	32.20	72.20	10	\$10.00	4338	\$1,084.50	1498	\$149.80	944	\$47.20	36	\$0.36	\$1,291.86	
4	917	32	C SIRICHAENG	19	43.75	31.95	11.80	1	\$1.00	777	\$194.25	168	\$16.80	114	\$5.70	6	\$0.06	\$217.81	
4	315.2	45	C SIRICHAENG	23	52.75	32.25	20.50	2	\$2.00	1255	\$313.75	407	\$40.70	250	\$12.50	16	\$0.16	\$369.11	
4	302.2	76	C LEIVA	15	43.90	32.25	11.65	1	\$1.00	728	\$182.00	192	\$19.20	139	\$6.95	7	\$0.07	\$209.22	
4	315.1	89	C SIRICHAENG	61	89.30	32.15	57.15	10	\$10.00	3475	\$868.75	1117	\$111.70	711	\$35.55	38	\$0.38	\$1,026.38	
4	306.1	111	S ROSS	85	94.90	32.35	62.55	6	\$6.00	4000	\$1,000.00	999	\$99.90	658	\$32.90	58	\$0.58	\$1,139.38	
4	307.2	132	C LEIVA	127	134.25	32.55	101.70	17	\$17.00	6376	\$1,594.00	1849	\$184.90	1126	\$56.30	74	\$0.74	\$1,852.94	
4	302.1	203	S ROSS	90	124.25	32.55	91.70	19	\$19.00	5444	\$1,361.00	1865	\$186.50	1256	\$62.80	77	\$0.77	\$1,630.07	
4	303.2	227	C LEIVA	67	102.75	31.85	70.90	8	\$8.00	4413	\$1,103.25	1354	\$135.40	784	\$39.20	57	\$0.57	\$1,286.42	
4	306.2	238	C LEIVA	98	113.65	32.00	81.65	16	\$16.00	4933	\$1,233.25	1580	\$158.00	1070	\$53.50	41	\$0.41	\$1,461.16	
4	307.1	242	S ROSS	67	115.75	34.25	81.50	11	\$11.00	4954	\$1,238.50	1524	\$152.40	1059	\$52.95	45	\$0.45	\$1,455.30	
4	307.1	248	S ROSS	20	74.20	32.15	42.05	3	\$3.00	2725	\$681.25	669	\$66.90	432	\$21.60	17	\$0.17	\$772.92	
4	918	260	C SIRICHAENG	15	43.15	32.15	11.00	7	\$7.00	719	\$179.75	180	\$18.00	86	\$4.30	5	\$0.05	\$209.10	
4	303.1	271	S ROSS	41	80.05	31.95	48.10	2	\$2.00	2811	\$702.75	1066	\$106.60	677	\$33.85	42	\$0.42	\$845.62	
4	919	275	C SIRICHAENG	13	42.10	31.90	10.20	1	\$1.00	655	\$163.75	164	\$16.40	107	\$5.35	3	\$0.03	\$186.53	
4	916	284	C SIRICHAENG	14	47.75	32.05	15.70	9	\$9.00	952	\$238.00	276	\$27.60	202	\$10.10	9	\$0.09	\$284.79	
Grand Totals		18	21	912	1779.85	679.95	1099.9	\$19,856.00											



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																	
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash	
5	101.51				112.15	32.30	79.85	18	\$18.00	5048	\$1,262.00	1369	\$136.90	857	\$42.85	60	\$0.60	\$1,460.35	
5	101.52				116.65	35.45	81.20	7	\$7.00	5178	\$1,294.50	1365	\$136.50	854	\$42.70	42	\$0.42	\$1,481.12	
5	101.53				57.00	34.05	22.95	9	\$9.00	1414	\$353.50	436	\$43.60	269	\$13.45	25	\$0.25	\$419.80	
5	102.51				69.35	33.40	35.95	15	\$15.00	2272	\$568.00	579	\$57.90	406	\$20.30	29	\$0.29	\$661.49	
5	102.52				167.85	65.60	102.25	28	\$28.00	6180	\$1,545.00	2077	\$207.70	1246	\$62.30	122	\$1.22	\$1,844.22	
5	102.53				87.05	32.00	55.05	14	\$14.00	3390	\$847.50	998	\$99.80	635	\$31.75	84	\$0.84	\$993.89	
5	216.51				105.30	32.85	72.45	20	\$20.00	4503	\$1,125.75	1304	\$130.40	798	\$39.90	92	\$0.92	\$1,316.97	
5	216.52				121.05	32.25	88.80	21	\$21.00	5666	\$1,416.50	1479	\$147.90	925	\$46.25	65	\$0.65	\$1,632.30	
5	216.53				130.40	32.25	98.15	23	\$23.00	6238	\$1,559.50	1731	\$173.10	1000	\$50.00	100	\$1.00	\$1,806.60	
5	102.52	91	N VILLAMIL	2	167.85	65.60	102.25	28	\$28.00	6180	\$1,545.00	2077	\$207.70	1246	\$62.30	122	\$1.22	\$1,844.22	
5	134.1	100	N VILLAMIL	35	59.95	32.55	27.40	5	\$5.00	1798	\$449.50	438	\$43.80	238	\$11.90	14	\$0.14	\$510.34	
5	135.2	118	N VILLAMIL	35	71.90	32.50	39.40	9	\$9.00	2580	\$645.00	625	\$62.50	346	\$17.30	16	\$0.16	\$733.96	
5	135.1	128	O GARCIA	56	78.00	32.05	45.95	12	\$12.00	2934	\$733.50	852	\$85.20	436	\$21.80	14	\$0.14	\$852.64	
5	116.3	204	S ENRIQUEZ	48	62.00	32.65	29.35	7	\$7.00	1880	\$470.00	454	\$45.40	313	\$15.65	13	\$0.13	\$538.18	
5	116.1	230	O GARCIA	81	87.15	31.95	55.20	8	\$8.00	3528	\$882.00	1005	\$100.50	537	\$26.85	24	\$0.24	\$1,017.59	
5	133.1	244	O GARCIA	48	72.20	32.25	39.95	18	\$18.00	2621	\$655.25	572	\$57.20	368	\$18.40	22	\$0.22	\$749.07	
5	116.2	286	N VILLAMIL	71	83.70	32.10	51.60	13	\$13.00	3241	\$810.25	894	\$89.40	580	\$29.00	24	\$0.24	\$941.89	
		Sub Routes		Vaults	Collected Meters	Gross Weight	Tare Weight	Net Weight	Vault Cash										
Grand Totals		16		17	376	1649.55	621.8	1027.75	\$18,804.63										



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																	
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash	
6	409.51				43.25	32.30	10.95	1	\$1.00	683	\$170.75	177	\$17.70	135	\$6.75	7	\$0.07	\$196.27	
6	409.52				53.45	32.50	20.95	11	\$11.00	1299	\$324.75	389	\$38.90	232	\$11.60	10	\$0.10	\$386.35	
6	126.2	16	C BANH	155	140.30	32.00	108.30	21	\$21.00	6767	\$1,691.75	2029	\$202.90	1200	\$60.00	42	\$0.42	\$1,976.07	
6	126.2	16	M	17	140.30	32.00	108.30	21	\$21.00	6767	\$1,691.75	2029	\$202.90	1200	\$60.00	42	\$0.42	\$1,976.07	
6	321.2	35	C BANH	131	139.35	33.20	106.15	9	\$9.00	6459	\$1,614.75	2064	\$206.40	1357	\$67.85	71	\$0.71	\$1,898.71	
6	126.3	37	K RENDEROS	38	62.10	32.00	30.10	3	\$3.00	1901	\$475.25	542	\$54.20	324	\$16.20	13	\$0.13	\$548.78	
6	332.1	48	K RENDEROS	66	96.40	32.25	64.15	9	\$9.00	3728	\$932.00	1433	\$143.30	921	\$46.05	30	\$0.30	\$1,130.65	
6	321.1	60	K RENDEROS	139	147.85	32.10	115.75	14	\$14.00	6893	\$1,723.25	2420	\$242.00	1584	\$79.20	37	\$0.37	\$2,058.82	
6	409.4	65	M	43	67.65	32.25	35.40	12	\$12.00	2225	\$556.25	575	\$57.50	412	\$20.60	4	\$0.04	\$646.39	
6	409.3	66	K RENDEROS	44	55.90	32.20	23.70	18	\$18.00	1541	\$385.25	420	\$42.00	194	\$9.70	10	\$0.10	\$455.05	
6	324.2	71	E RENTAS-PEREZ	44	63.50	32.60	30.90	5	\$5.00	1887	\$471.75	603	\$60.30	382	\$19.10	10	\$0.10	\$556.25	
6	409.1	85	K RENDEROS	23	54.75	34.10	20.65	17	\$17.00	1194	\$298.50	491	\$49.10	271	\$13.55	7	\$0.07	\$378.22	
6	126.4	94	P TAN	77	87.55	32.10	55.45	2	\$2.00	3425	\$856.25	1029	\$102.90	683	\$34.15	17	\$0.17	\$995.47	
6	321.1	99	K RENDEROS	6	37.90	32.05	5.85	1	\$1.00	339	\$84.75	125	\$12.50	89	\$4.45	0	\$0.00	\$102.70	
6	126.3	127	K RENDEROS	164	134.30	32.20	102.10	15	\$15.00	6176	\$1,544.00	1953	\$195.30	1341	\$67.05	61	\$0.61	\$1,821.96	
6	409.2	146	M	31	55.85	31.95	23.90	5	\$5.00	1542	\$385.50	380	\$38.00	248	\$12.40	6	\$0.06	\$440.96	
6	332.2	148	C BANH	54	80.60	32.20	48.40	6	\$6.00	2875	\$718.75	964	\$96.40	693	\$34.65	20	\$0.20	\$856.00	
6	324.1	175	A FELLER	64	105.80	32.00	73.80	11	\$11.00	4477	\$1,119.25	1509	\$150.90	908	\$45.40	34	\$0.34	\$1,326.89	
6	322.1	285	P TAN	75	94.00	33.40	60.60	15	\$15.00	3652	\$913.00	1228	\$122.80	776	\$38.80	35	\$0.35	\$1,089.95	
Grand Totals		16	18	1171	1660.8	615.4	1045.4		\$18,841.56										



SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM

Daily Process Collections

From: 04/06/2012 To: 04/09/2012

Collection Date		04/09/2012																	
Crew	Sub Route	Vault	Collector	Collected Meters	Gross Weight	Tare Weight	Net Weight	Dollar Quantity	Dollar Value	Quarter Quantity	Quarter Value	Dime Quantity	Dime Value	Nickel Quantity	Nickel Value	Penny Quantity	Penny Value	Vault Cash	
8	331.1	12	E RENTAS-PEREZ	44	74.75	32.10	42.65	6	\$6.00	2670	\$667.50	755	\$75.50	484	\$24.20	14	\$0.14	\$773.34	
		Sub Routes	Vaults	Collected Meters	Gross Weight	Tare Weight	Net Weight	Vault Cash											
Grand Totals		1	1	44	74.75	32.1	42.65	\$773.34											



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

**Amendment No. 1 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 Amendment No. 1 ("Amendment") is made as of March 25, 2013 in San Francisco, California, by and between Serco, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to clarify and amend the product support and handling fee for the Contractor.

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

- 1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated **August 1, 2012** between Contractor and City.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. **Modifications to the Agreement.** The Agreement is modified as follows:
 - a. Section X of Appendix A (Scope of Work) is amended to read as follows:

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 pass-through 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 regardless of whether Contractor completes the procurement with multiple purchase orders. For the avoidance of doubt, the foregoing special 3.00% fee applies to individual pass-through purchases, and therefore is not tiered-pricing, nor is it a cumulative, volume discount/aggregate pricing model.

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.

- 3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
- 4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p> _____ Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Serco Inc.</p> <p> _____ David L. Cornell, Director of Contracts</p> <p>City vendor number: 7390801</p>
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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Second Amendment to Agreement
Between the City and County of San Francisco
And Serco Inc. for
Parking Meter Coin Collections, Counting and Support Services
Contract No. SFMTA #2011-12-08**

THIS AMENDMENT (this "Amendment") is made as of May 04, 2016 in San Francisco, California, by and between **Serco Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to [give a general description of what the Amendment is doing, such as "extend the performance period, increase the contract amount, and update standard contractual clauses"].

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

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

2. **Modifications to the Agreement.**

- 2a. Section 5 (Compensation) is amended by adding a new subsection g to the Agreement to read as follows:

g. Employee Wages and Benefits. Commencing on the effective dates stated in Appendix B-1, Contractor shall pay all employees providing meter collector, coin room operator, crew lead, and foreperson positions the wages and benefits as provided in Appendix B-1. Contractor shall submit supplemental invoices to the monthly submission that list, by employee, each (unburdened) hourly wage and benefit cost prior to implementation of the CBA, and the

new CBA rate in order to receive reimbursement of the actual increase in cost per employee. The Contractor shall also include Serco Fringe and a percentage not-to-exceed 16.52% of the incremental increase to cover Contractor's overhead cost.

2b. Section 62 (Consideration of Criminal History in Hiring and Employment Decisions) is added to the agreement to read as follows:

62. Consideration of Criminal History in Hiring and Employment Decisions.

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

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

2c. Section 63 (Large Vehicle Driver Safety Training Requirements) is added to the agreement to read as follows:

63. Large Vehicle Driver Safety Training Requirements

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

b. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training

Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

2.d. Appendix B (Calculation of Charges) is amended by adding the attached Appendix B-1 to said Appendix B.

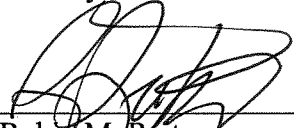
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
San Francisco
Municipal Transportation Agency



Edward D. Reiskin
Director of Transportation

Approved as to Form:
Dennis J. Herrera
City Attorney

By: 

Robin M. Reitzes
Deputy City Attorney

San Francisco Municipal Transportation
Agency Board of Directors

Resolution No. 16-063

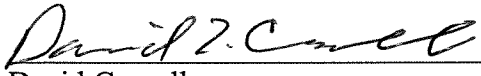
Adopted: 5/17/2016

Attest: 

Secretary, SFMTA Board of Directors

CONTRACTOR

Serco Inc.



David Cornell
Senior Mgr, Contracts
1818 Library Street Suite 1000
Reston, VA 20190

City vendor number: 7390801

Appendix B-1

**Wages and Benefits for SF Parking Meter Revenue Counting and Collections
Individuals Covered by Teamsters Local 665**

Parking Meter Revenue Collectors	First Sunday following 7/1/2016
1 - 6 months	\$14.50
7 - 12 months	\$15.00
13 - 18 months	\$16.50
18+ months	\$21.80

Coin Room Operators	First Sunday Following 7/1/2016
1 - 6 months	\$14.50
7 - 12 months	\$15.00
13 - 18 months	\$16.50
18+ months	\$21.80

Crew Leaders (Foreperson)	First Sunday following 7/1/2016
All Crew Leaders	25.07

Paid Time-Off Days - All Employees

Employment length	January 1, 2017
< 1 year	9
1 year +	14
2 years +	19
5 years +	24
12 years +	29
20 years +	34
25 years +	39

Holidays	January 1, 2017
Serco provided	10
CBA required additional	2

Employer Monthly Health Insurance Contribution	January 1, 2017
All Employees	\$990.00

WAGE AND BENEFIT DETAIL

This chart is a summary of the hourly wage rates that will be effective July 1, 2016, and benefits that will be effective January 1, 2017 required by the Collective Bargaining Agreements between Serco Inc., the operations provider for Collection and Counting of San Francisco Parking Meters Revenue and Teamsters Local # 665, Parking Operators.

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick Leave Accrual)	Holidays	Hospital Leave	Parking	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5 X	2x
Category	EMPLOYER PAYMENTS									STRAIGHT-TIME	OVERTIME	
Meter Collector & Coin Room Operator 1 - 6 months	\$ 14.50	\$ -	\$ 0.250	\$ 0.502	\$ 0.446	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 18.39	\$ 21.75	\$ 29.00
Meter Collector & Coin Room Operator 7 - 12 months	\$ 15.00	\$ 5.712	\$ 0.250	\$ 0.519	\$ 0.462	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 24.63	\$ 22.50	\$ 30.00
Meter Collector & Coin Room Operator 13 - 18 months	\$ 16.50	\$ 5.712	\$ 0.250	\$ 0.888	\$ 0.762	\$ 0.190	\$ 0.075	\$ 0.427	\$ 2.190	\$ 26.99	\$ 24.75	\$ 33.00
Meter Collector & Coin Room Operator 18 - 24 months	\$ 21.80	\$ 5.712	\$ 0.250	\$ 1.174	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 32.89	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 2 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 1.593	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 33.30	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 5 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.012	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 33.72	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 12 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.432	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.14	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 20 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.851	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.56	\$ 32.70	\$ 43.60

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick Leave Accrual)	Holidays	Hospital Leave	Parking	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5X	2x
Meter Collector & Coin Room Operator 25 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 3.270	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.98	\$ 32.70	\$ 43.60
Crew Lead/Foreperson < 6 months	\$ 25.07	\$ -	\$ 0.250	\$ 0.868	\$ 1.157	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 30.04	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 1 year +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 1.350	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 36.52	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 2 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 1.832	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.00	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 5 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 2.314	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.48	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 12 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 2.796	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.97	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 20 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 3.278	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 38.45	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 25 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 3.761	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 38.93	\$ 37.61	\$ 50.14

All Benefits listed below will be implemented beginning January 1, 2017.

- A. Paid Time Off amounts reflect the hourly value based upon the number of hours/days provided per the CBAs. The CBAs include periodic increases in the number of days paid as time off through the remaining term. See the Paid Time Off sections of the individual CBAs for details. Paid Time Off is not paid as additional hourly wages, and varies from 12 days annually up to 39 days annually at the end of the CBA term for employees of designated seniority.
- B. The Holidays amounts reflect the hourly value of the paid holiday provisions. The CBAs include periodic increases in the annual holiday allotment through the remainder of its term. See the Holiday sections of the individual CBAs. Holiday pay is not added to hourly wages. Serco currently pays 10 holidays. Under the CBA, 8 holidays will be paid in the first year of employment; 12 holidays annually starting year 2 and thereafter.
- C. Hospital Leave - Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Hospital Leave Pay is to be used prior to the sick pay.
- D. Full time shifts are two consecutive shifts of 4 hours equaling 8 hours total per day at the discretion of the Employer and overtime is based upon working over 8 hours daily. Double-time is paid for hours worked over 12 in any given day.
- E. The Health and Welfare amounts listed is the maximum hourly value of the employer contribution specified in the CBAs for the effective date. The CBAs include increased employer contribution through the remainder of the agreements. This is paid directly toward benefits and is not paid as additional wages. For those not electing benefits a monthly contribution, a contribution, per the Healthy San Francisco provisions, is made. See appropriate Health and Benefit sections of the individual CBAs for details. New employees shall not be eligible for medical benefits during the first 6 months.
- F. The 401 K contribution reflects the hourly value of the employer contribution to the Supplemental Income 401(k) Trust Fund for each straight-time hour worked. The employer contribution is \$0.25 per hour after 4th month of employment or thereafter. No contributions will be made during first 3 months of employment. The amount of actual contribution will fluctuate based on number of hours worked. The contribution is not paid as additional wages. See 401 K Section of the individual CBAs for details.
- G. Parking - CBA allows for \$74 per month per employee for parking.
- H. Uniforms - CBA allows for \$3 per week per employee for uniform stipend to defray cleaning costs.
- I. Pension Plan - Per CBA, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee performing bargaining unit work, the sums as specified below, per hour, for each straight-time hour worked for such Employer, with a maximum of 2080 hours per calendar year. The total contributions including PEER 80 to the Western Conference of Teamsters Pension Trust shall be \$2.19 per hour (\$1.88/hour Basic Contribution Rate plus \$0.31 PEER rate.)

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th 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>CITY</p> <p>San Francisco Municipal Transportation Agency</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>CONTRACTOR</p> <p>Serco Inc.</p> <p> _____ Chan Phuong Contracts Representative</p> <p>City vendor number: 7390801</p>
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APPENDIX A-1
SCOPE OF WORK

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TABLE OF TERMS/ABBREVIATIONS

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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 15th 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 SFPMMMS 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

Contract Management Fees	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
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
Total	\$138,969	\$7,315	\$146,284

Position	Description	Hourly Billing Rate (08/01/17 - 12/31/17)	Hourly Billing Rate (01/01/18 - 07/31/18)	Hourly Billing Rate (08/01/18 - 07/31/19)	Hourly Billing Rate (08/01/19 - 07/31/20) *	Hourly Billing Rate (08/01/20 - 07/31/21) *
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)

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

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

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

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,

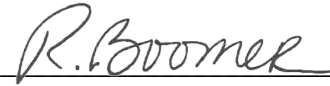
WHEREAS, On May 24, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to SFMTA Contract No.2011-12-08 with Serco, Inc. is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code 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
Envelope 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
Electronic Record and Signature Disclosure: 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
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Steven Lee
steven.lee@sfmta.com
SFMTA

COPIED

Sent: 6/26/2017 8:14:31 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robin Reitzes Robin.Reitzes@sfmta.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/26/2017 8:14:32 AM
Adam Feller Adam.Feller@serco-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/26/2017 8:14:33 AM
Muhammad Monsoor Muhammad.Monsoor@serco-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/26/2017 8:14:33 AM
Alexiy Sukhenko Alexiy.Sukhenko@sfmta.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	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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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Fourth Amendment to Agreement
Between the City and County of San Francisco
and Serco Inc. for
Parking Meter Coin Collections, Counting and Support Services**

Contract No. 2011-12-08

THIS FOURTH AMENDMENT (this Amendment) is made as of July 1, 2019, in San Francisco, California, by and between Serco Inc. (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to revise employee pay rates based on the Collective Bargaining Agreement between the Contractor and Teamsters Local Unit No. 665, dated June 13, 2019.

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, and the
Second Amendment, dated May 4, 2016, and the
Third Amendment, dated August 1, 2017.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (CMD). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD,” respectively.

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

2. **Modifications to the Agreement.**

2a. Appendix B (Calculation of Charges) is replaced in its entirety to read as follows:

**Appendix B
Calculation of Charges**

TABLE 1

Contract Management Fees	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
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
Total	\$138,969	\$7,315	\$146,284

TABLE 2

Position	Description	Hourly Billing Rate as of 08/01/17	Hourly Billing Rate as of 01/01/18	Hourly Billing Rate as of 12/01/2018	Hourly Billing Rate as of 1/1/2020	Hourly Billing Rate as of 1/1/2021
Revenue Collector - Step 1	0-6 Mos.	\$30.10	\$30.19			
Revenue Collector - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Revenue Collector - Step 3	13-18 Mos.	\$34.25	\$34.36			
Revenue Collector - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16
Revenue Collector - Step 5	Crew Lead	\$54.29	\$56.07	\$63.39	\$65.77	\$68.03
Coin Room Operator - Step 1	0-6 Mos.	\$30.10	\$30.19			
Coin Room Operator - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Coin Room Operator - Step 3	13-18 Mos.	\$34.25	\$34.36			
Coin Room Operator - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16

**TABLE 3
Health and Welfare Premiums**

Existing Premium	Future Premiums		
1/1/2019	1/1/2020	1/1/2021	1/1/2022
\$1,282	\$1,383	\$1,494	\$1,613

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

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

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

2b. Appendix B-1 is replaced in its entirety to read as follows:

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick and Vacation Leave Accrual)	Holidays	Hospital Leave	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5 X	2x
Category	EMPLOYER PAYMENTS								STRAIGHT-TIME	OVERTIME	
Meter Collector & Coin Room Operator (0-12 Months)	\$17.50	\$7.40	\$0.25	\$0.92	\$0.67	\$0.00	\$0.43	\$2.44	\$29.61	\$26.25	\$35.00
Meter Collector & Coin Room Operator (12+ Months or Journeyman)	\$24.15	\$7.40	\$0.25	\$1.27	\$1.11	\$0.28	\$0.43	\$2.44	\$37.33	\$36.23	\$48.30
Meter Collector & Coin Room Operator (24+ Months or Journeyman)	\$24.15	\$7.40	\$0.25	\$1.73	\$1.11	\$0.28	\$0.43	\$2.44	\$37.79	\$36.23	\$48.30
Meter Collector & Coin Room Operator (5+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$2.20	\$1.11	\$0.28	\$0.43	\$2.44	\$38.26	\$36.23	\$48.30
Meter Collector & Coin Room Operator (12+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$2.66	\$1.11	\$0.28	\$0.43	\$2.44	\$38.72	\$36.23	\$48.30
Meter Collector & Coin Room Operator (20+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$3.13	\$1.11	\$0.28	\$0.43	\$2.44	\$39.19	\$36.23	\$48.30
Meter Collector & Coin Room Operator (25+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$3.59	\$1.11	\$0.28	\$0.43	\$2.44	\$39.65	\$36.23	\$48.30

Crew Lead (< 2 Years)	\$27.77	\$7.40	\$0.25	\$1.46	\$1.28	\$0.32	\$0.43	\$2.44	\$41.35	\$41.66	\$55.54
Crew Lead (2+ Years)	\$27.77	\$7.40	\$0.25	\$1.99	\$1.28	\$0.32	\$0.43	\$2.44	\$41.88	\$41.66	\$55.54
Crew Lead (5+ Years)	\$27.77	\$7.40	\$0.25	\$2.53	\$1.28	\$0.32	\$0.43	\$2.44	\$42.42	\$41.66	\$55.54
Crew Lead (12+ Years)	\$27.77	\$7.40	\$0.25	\$3.06	\$1.28	\$0.32	\$0.43	\$2.44	\$42.95	\$41.66	\$55.54
Crew Lead (20 + Years)	\$27.77	\$7.40	\$0.25	\$3.60	\$1.28	\$0.32	\$0.43	\$2.44	\$43.48	\$41.66	\$55.54
Crew Lead (25 + Years)	\$27.77	\$7.40	\$0.25	\$4.13	\$1.28	\$0.32	\$0.43	\$2.44	\$44.02	\$41.66	\$55.54

3. Pay rates listed above are **retroactive to December 1, 2018**, as noted in Table 2 of Appendix B.
4. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2019.
5. **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 on
August 8, 2019

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p><i>Tom Maguire</i>, for</p> <p>Edward Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: <i>Robin Reitzes</i></p> <p>Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Serco Inc.</p> <p><i>Chan Phuong</i></p> <p>Chan Phuong Contracts Representative</p> <p>City Supplier Number: 0000011245</p>
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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

Fifth Amendment

Contract No. 2011-12-08

THIS AMENDMENT (Amendment) is made as of March 1, 2020, in San Francisco, California, by and between Serco, Inc. (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update coin counting procedures and reduce the Contractor's monthly management fee due to the transition of management of armored transport of collected coinage from the Contractor to the City.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on December 7, 2011, and this Amendment is consistent with the process.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 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, and the
Second Amendment, dated May 4, 2016, and the
Third Amendment, dated August 1, 2017, and the
Fourth Amendment, dated July 1, 2019.

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

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 24 (Proprietary or Confidential Information of City) is replaced in its entirety to read as follows:

24. Management of Private, Proprietary or Confidential Information and City Data.

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

b. Confidential Information.

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

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

c. Access to City Data. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (City Data or Data), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

d. Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or

as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

e. Disposition of Confidential Information. Upon termination of Agreement or written request of City, Contractor shall within 48 hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

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

2.2 Section 30 (Assignment) of the Agreement is replaced in its entirety to read as follows:

30. Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture,

a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.3 Section 42 (Limitations on Contributions) of the Agreement is replaced in its entirety to read as follows:

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

2.4 Section II (Coin Counting Services) of Appendix A (Statement of Work) of the Agreement is replaced in its entirety and is attached as Exhibit 1 to this Amendment.

2.5 Appendix B (Calculation of Charges) is replaced in its entirety with a new Appendix B attached as Exhibit 2 to this Amendment.



Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after
March 1, 2020

Article 4 Legal Effect

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

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency 	Serco, Inc. 
_____ Jeffrey P. Tumlin Director of Transportation	_____ Chan Phuong Contracts Representative
Approved as to Form:	City Supplier Number: 0000011245
Dennis J. Herrera City Attorney	
By: 	
_____ Robin M. Reitzes Deputy City Attorney	

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Exhibit 1

II. COIN COUNTING SERVICES

The Contractor shall provide 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 transfer that day's coin revenue to the SFMTA's designated armored transport provider on the same collection day.

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). 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 (as determined by the City Controller) for every Day that the deposit is delayed.

All counting operations shall be performed under camera surveillance. The 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.

B. Transportation and Cash Vault Services

The Contractor shall provide a transfer manifest that gives the stated value of the bagged coinage submitted. The Contractor shall be responsible for resolving any discrepancies that may arise between its transfer manifest totals and the cash vault totals.

In the event that the SFMTA's chosen transportation contractor cannot pick up the coin bags as scheduled, the SFMTA may request that the Contractor provide an armed guard at their facility outside of office hours until such a time as pick-up resumes. The Contractor can submit an invoice for reimbursement for this service within 30 Days of the event.

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 the 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.

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 bags (each denomination is deposited into a separate 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:

- 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 in the designated folder that is accessible by the Contractor and the SFMTA. CSV files are then processed by the Data Warehouse the evening of each day that coins are counted.

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.

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) Scales

The Contractor shall conduct quarterly certifications of the scales' operational order and accuracy by a company approved by the 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.

2) Equipment Maintenance

The Contractor shall be required to properly maintain the SFMTA's coin counting equipment in good operational condition during the term of the Agreement. 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 the SFMTA and the Contractor should occur, these variances shall be investigated, documented and submitted to the SFMTA within 72 hours after actual collection has occurred.

The Contractor shall utilize Medeco electronic lock management software to 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 vaults from routes outside the assigned collection sequence.

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. SFMTA coin counting operations shall 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 VLS 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 SFPM's nightly batch 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 every collection day, the Contractor shall deliver coinage counted and separated into bags, to the SFMTA's designated armored vehicle transport service. Before depositing the coins, the Contractor and the armored vehicle transport service shall separately verify the quantity of bags received against the Contractor's transfer manifest.

2. Credit Card, Smart Card and Pay by Phone Reconciliation

Contractor shall reconcile credit and smart card revenues between the 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 15th of the month following the reconciliation period.

G. Reporting Requirements

Contractor shall issue the following reports to the SFMTA each Business Day by a single email. The Contractor shall issue the reports 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 shall be in PDF format with processed (skid) sheets from the coin vault subcontractor.

4) Consolidated Transaction Report (CTR)

The Final Consolidated Transaction Report shall be 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 SFPM. It shall be exported and saved in PDF format.

6) Daily Process Report

This report is generated by the SFPM. 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 SFPM. 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.

The 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 the SFMTA and the Contractor.

Exhibit 2

Appendix B

Calculation of Charges

Contract Management Fees	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
Collections Management Fee	\$67,593	\$3,558	\$71,151
Counting Management Fee	\$29,878	\$1,573	\$31,451
Product Support Management Fee	\$27,794	\$1,463	\$29,257
Total	\$125,265	\$6,594	\$131,859

Position	Description	Hourly Billing Rate as of 08/01/17	Hourly Billing Rate as of 01/01/18	Hourly Billing Rate as of 12/01/2018	Hourly Billing Rate as of 1/1/2020	Hourly Billing Rate as of 1/1/2021
Revenue Collector - Step 1	0-6 Mos.	\$30.10	\$30.19			
Revenue Collector - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Revenue Collector - Step 3	13-18 Mos.	\$34.25	\$34.36			
Revenue Collector - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16
Revenue Collector - Step 5	Crew Lead	\$54.29	\$56.07	\$63.39	\$65.77	\$68.03
Coin Room Operator - Step 1	0-6 Mos.	\$30.10	\$30.19			
Coin Room Operator - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Coin Room Operator - Step 3	13-18 Mos.	\$34.25	\$34.36	\$55.12	\$57.19	\$59.16

Position	Description	Hourly Billing Rate as of 08/01/17	Hourly Billing Rate as of 01/01/18	Hourly Billing Rate as of 12/01/2018	Hourly Billing Rate as of 1/1/2020	Hourly Billing Rate as of 1/1/2021
Coin Room Operator - Step 4	18 + Mos.	\$47.21	\$48.75			

Health and Welfare Premiums

Existing Premium	Future Premiums		
1/1/2019	1/1/2020	1/1/2021	1/1/2022
\$1,282	\$1,383	\$1,494	\$1,613

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

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

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

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

**Sixth Amendment
Contract No. 2011-12-08**

THIS SIXTH AMENDMENT (Amendment) to Agreement is made as of **May 1, 2021** in San Francisco, California, by and between LAZ Karp Associates, LLC (Contractor), successor to Serco, Inc., 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, the City approved an agreement with Serco, Inc., for coin collection duties for the SFMTA's parking meters (Agreement).
- B. On April 6, 2021, the SFMTA approved a Novation Agreement transferring contract responsibilities from Serco, Inc., to LAZ Karp Associates, LLC.
- C. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the Agreement from August 1, 2021 to July 31, 2022, to reduce the contract Scope of Work (Appendix A) and Calculation of Costs (Appendix B) to reflect the transfer of coin counting services from the Contractor to the SFMTA, and to eliminate other contract requirements that no longer pertain to current service level requirements.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2012, between Serco Inc. and City, as amended by the:

First Amendment, dated March 25, 2013, and the Second Amendment, dated May 4, 2016, and the Third Amendment, dated August 1, 2017, and the Fourth Amendment, dated July 1, 2019, and the Fifth Amendment, dated March 1, 2020, and the Novation Agreement, dated April 6, 2021.

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

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 A new subsection (4) (Withholding) is added to Section 10 (Taxes) of the Agreement to read as follows:

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

2.2 Section 24(c) (Access to City Data) is replaced with a new Section 24(c) (Ownership of City Data) to read as follows:

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

2.3 **Appendix A (Scope of Work)** of the Agreement is replaced in its entirety with a new Appendix A attached hereto.

2.4 **Appendix B (Calculation of Costs)** of the Agreement is replaced in its entirety with a new Appendix B attached hereto.



Article 3 Effective Date

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

Article 4 Legal Effect

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

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p></p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p><i>Robin Reitzes</i></p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>LAZ Karp Associates, LLC</p> <p></p> <hr/> <p>Michael Harth Chief Cultural Officer</p> <p>City Supplier Number: 16454</p>
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Appendix A - Scope of Work

Appendix B - Calculation of Charges

APPENDIX A
SCOPE OF WORK

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TABLE OF TERMS/ABBREVIATIONS

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
ANSI	American National Standards Institute
AOD	Add-On Device - Medeco's hardware attached to DAP Handheld. AOD is used to open locks, retrieve revenue and maintenance data from MacKay single-space parking meters
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	LAZ Parking, Inc.
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
Device Application	MacKay's WinEMU, Medeco's MeterSecure and the Duncan Parking Management Software
EPM	Electronic Parking Meter
Financial Audit Data	Itemized coin, credit card and smart card revenue total

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
Fiscal Year	July 1 – June 30
FTP	File transfer protocol
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer
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
LKI	Medeco VLS Meter Vault Lock Door Interface
Medeco	Manufacturer of electromechanical locks
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
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.

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
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	San Francisco Parking Management Application, a customized Oracle DBMS platform that includes database, user interface, and reporting applications
SFPMMS	The San Francisco Parking Meter Management System, which comprises the software systems that support all of San Francisco's parking meters, SFPM application, revenue collection and maintenance operations. These systems have individual databases, and in some cases share data from one system to the next, as well as feed data to the main management and reporting platform, a custom-built Oracle DBMS (SFPM) with an interface built upon Oracle Forms. The core systems for the SFPMMS consist of four Dell servers and ten workstation computers
Single-Space Meters Collection Crew	One driver and two parking meter collectors
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
VLS Lock	Integrated with E-Purse MacKay Mechanism Medeco Electromechanical Lock
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. 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 2-3 persons. All crew members perform data collections. The number of collections by each crew member should be sufficient to ensure that all the designated devices are visited at least once within a 30-Day day time period.

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, 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) 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) 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.
- 3) The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
- 4) The collection plan shall minimize the amount of Non-Productive Time.
- 5) The SFMTA may elect to combine single- and multi-space collection routes for enhanced revenue tracking.
- 6) 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 shall be responsible for checking the 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. An 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.

Neither collectors, crew leaders nor supervisors shall 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 the SFMTA.

- 1) **Single-Space Meters:** The Contractor shall open only **one** 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. The Contractor must 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** paystation at a time according to manufacturer's instructions based on the type of paystation. In the future, other manufacturer's 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 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 for monthly services.

1) Revenue Collection Equipment

The SFMTA will provide the Contractor with electronic collection keys, collection vaults and collection vault heads, canister 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 the 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 the SFMTA's existing collection vaults (without heads) and provide six new collection carts. Collection vault and cart designs shall be approved by the 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 must be inspected for broken or missing keys 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, the Contractor must maintain the equipment 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 the SFMTA. After meters have been collected each day, the keys shall be stored in a secured locked room as directed by the 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**

The SFMTA's current parking meter technology utilizes electronic locks. The 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 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. The 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) Doors that lock automatically when closed and are equipped with an alarm system, i.e., an anti-theft device that disengages the ignition system.
- e) Rear and side doors that are 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) No tools in the vehicle, except for a jack and wrench to change the vehicle's tires.
- h) A secure box, for storage of 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.

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) A GPS tracking system. Both the Contractor and SFMTA should have an ability to monitor vehicle movements, route history, current and average speeds.
- j) An anti-theft alarm, which shall be activated any time the vehicle is unoccupied.
- k) Motion-activated wireless surveillance cameras in the collection vehicle boxes inside the rear of the vehicle.
- l) 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.

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) The ability to transfer at least 20 collection vaults, three collection carts, and other relevant collection equipment.
- c) The cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
- d) 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 to accommodate at least 50 paystation vaults.
- c) The ability to store paystation vaults in compartments accessible through both the rear and sides of the vehicle.

The Contractor shall ensure that Primary Audit 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 the SFMTA.

Within 60 Days of the Effective Date of the Agreement, the Contractor shall supply SFMTA Meter

Shop employees (managers, supervisors, parking meter repairers, and others) 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 the 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 the 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) Null IDN error message
- k) Vault lock won't open (green light)
- l) Electronic lock is not properly assigned
- m) No communication
- n) Spinner 180
- o) Spinner 360
- p) Construction zone
- q) No reset
- r) Blank screen
- s) Bad collection card

- t) Collection lock won't open – red light
- u) Unable to download primary audit

2) **Missing or Damaged Equipment Report**

The Contractor shall report to the 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 the SFMTA, along with appropriate explanations and a plan of corrective actions on Monday of every work week.

Within 120 Days after the Effective Date of the Agreement, the Contractor shall develop a system to collect data from the daily and skipped meter reports from all available electronic data reporting sources and deposit the information gathered into the SFPM.

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. The SFMTA also reserves the right to schedule regular meetings to evaluate Contract deliverables. The Contract Manager and the Collections Manager will be required to attend these meetings.

A. 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 the SFMTA and the Contractor should occur, these variances shall be investigated, documented and submitted to the SFMTA within 72 hours after actual collection has occurred.

The Contractor shall retrieve both the vault and sub-route number electronic lock management system for insertion into the SFPMMMS database on a daily basis. 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 SFPM.

Within 120 Days after the Effective Date of the Agreement, the Contractor shall modify existing SFPM software to automatically match coin room records and smart meter records on collection route/sub-route level.

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

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 VLS lock during regular coin collection, and (2) daily CSV audit files automatically deposited onto an SFMTA network folder. Both of these audit records are paired with coin room process data by SFPM's nightly batch process. The pairing is done either on collection vault level or on collection sub-route level.

2) Multi-Space Meters

a) MacKay multi-space meters reconciliation

After the MacKay's 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, MacKay's MMS will have an audit record matching collection receipts. In addition, every cashbox processed by the coin room will have an electronic record stored in SFMTA data warehouse. The Contractor shall compare these electronic coin counting records with MacKay's MMS 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 the 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 15th of the month following the reconciliation period.

B. Reporting Requirements

The Contractor shall issue the following reports to the 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 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

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

III. COIN COLLECTIONS FACILITY

The Contractor shall provide a coin collections facility that has 24-hour security. 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 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, the 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 the 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 the SFMTA, one at One South Van Ness, San Francisco, and one at the SFMTA Meter Shop.

B. Handheld Room

The Contractor's facility shall also have secured storage sufficient to hold at least 30 handheld devices, at least 30 electronic keys, keycards and other necessary collection equipment (e.g., radios/phone or equivalent communication devices). Handheld units must be mounted on self-contained boards, which are then connected to the network via standard switches.

C. Server Room

The Contractor shall setup a proper server room within its collection and counting facility to maintain hardware and software for SFMTA legacy meter applications (MacKay Single-Space Meters, Medeco Electromechanical Locks, Nexgen MMS).

The following Dell servers shall be maintained:

- 1) Metercomm Server – Runs the MeterSecure Medeco software, which is an SQL Server-based application to manage communication and security to the handheld units.
- 2) SA Server - Runs the Mackay M3 software, which allows for detailed reporting. This machine also hosts the SQL Server database for the NEXGEN Security management software.

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 the 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 the performance of the Agreement:

- 1) Regional Manager – Contractor's Executive Representative – for major issues impacting the Agreement (position can be part-time)
- 2) Contract Manager – Day-to-Day Operational and Contract Oversight
- 3) Collections Manager – Operational support for these services
- 5) Three Supervisors – Field 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 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 communications requests from SFMTA 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 the 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 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 prior to 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 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. The SFMTA shall make random unannounced inspections of uniforms worn by collections personnel.

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 must have the Contractor identification on the front of the shirts, on hats, and on the back of safety vests. 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, which 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 worn around the neck and visibly displayed. The badge must be 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.

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 on 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) Serving as the point of contact for Oracle Corporation.
- 7) Enforcing and maintaining database constraints to ensure the integrity of the database.
- 8) Administering all database objects, including tables, clusters, indexes, views, sequences, packages and procedures.
- 9) Assisting with impact analysis of all changes made to the database objects.
- 10) 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 SFPMMMS, the 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 all the SFPMMS software and IT hardware components. This includes vendor-specific parking meter management software, user terminals, servers, etc.
- 11) Program and support handhelds, keycards, electronic collection keys and other related equipment.
- 12) Assist the SFMTA with the integration of any new systems and technologies

VIII. PRODUCT SUPPORT SERVICES

Overview

The Contractor shall be required to provide qualified product support services for existing and future IT systems utilized by SFMTA 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 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 as part of the SFPMMS.

The Contractor shall provide 4-hour response time for on-site maintenance support each Business Day during the hours of 8 a.m. to 6 p.m. for the SFPM database server for the term of the Agreement.

The Contractor shall provide next Business Day on-site maintenance support for all the SFPMMS workstations and servers for the term of the contract.

There are currently 60 collection electronic key units (Nexgen keys) that require Contractor support. The handheld units and the electronic key units operate as locks and data collection devices, with data being exchanged by 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 MeterSecure/ Nexgen Application

MeterSecure is a PC application supplied by Medeco, which is designed to enable Medeco's customers to manage the parking locks they have purchased. MeterSecure exchanges files with the Medeco PDT software when the PDT running that software is placed in a cradle connected to the PC that is running the MeterSecure application. MeterSecure is capable of receiving and recording in its database all of the data recovered from the Medeco electromechanical lock, including the coin counts and maintenance data received by the lock from the MacKay mechanism.

MeterSecure database stores information about all the electromechanical locks managed by the SFMTA. It allows an authorized human operator to specify which locks can be opened on which dates, at which times, and by which PDTs. This information is stored in the MeterSecure database and will be downloaded to the Medeco PDT software. The Medeco PDT software will only allow the AOD and key device to open locks for which such authorizations have been received from MeterSecure. MeterSecure runs on the Microsoft Windows platform. The MeterSecure database is a MS SQL Database.

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 equipment. Where applicable, the SFMTA shall reimburse Contractor for sales taxes paid.

Procurement services will 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.

X. 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

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), 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 Terms and Conditions. Work in this category shall be conducted in conjunction with SFMTA Meter Shop. All discrepancies shall be reported to the 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 shall pay credit card, communications, and other fees necessary to enable functioning of parking meters, sensors, 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 SFPM.

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 and needs, which can include views of SFPM and other inventory asset software (includes 100 DBA programming hours, three 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.

XI. 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 Days as required under 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. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Response to Communication Request

If at least one of Contractor's senior personnel (Regional Manager, Contract Manager and Collections 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.

L. 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.

M. Securing SFMTA's Monies at the Contractor's Facility

Should the Contractor be forced to store the SFMTA's coin revenue at its facility overnight, the Contractor must 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.

N. 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

Contract Management Fees	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
Collections Management Fee	\$67,593	\$3,558	\$71,151
Counting Management Fee	\$29,302	\$1,542	\$30,844
Product Support Management Fee	\$21,857	\$1,150	\$23,007
Total	\$118,752	\$6,250	\$125,002

Position	Description	Hourly Billing Rate as of 08/01/17	Hourly Billing Rate as of 01/01/18	Hourly Billing Rate as of 12/01/2018	Hourly Billing Rate as of 1/1/2020	Hourly Billing Rate as of 1/1/2021
Revenue Collector - Step 1	0-6 Mos.	\$30.10	\$30.19			
Revenue Collector - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Revenue Collector - Step 3	13-18 Mos.	\$34.25	\$34.36			
Revenue Collector - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16
Revenue Collector - Step 5	Crew Lead	\$54.29	\$56.07	\$63.39	\$65.77	\$68.03
Coin Room Operator - Step 1	0-6 Mos.	\$30.10	\$30.19			
Coin Room Operator - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Coin Room Operator - Step 3	13-18 Mos.	\$34.25	\$34.36	\$55.12	\$57.19	\$59.16

Health and Welfare Premiums

Existing Premium	Future Premiums		
1/1/2019	1/1/2020	1/1/2021	1/1/2022
\$1,282	\$1,383	\$1,494	\$1,613

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

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

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

*MST Coin Sorter Maintenance expense of \$1,675.66 will be removed from Monthly Equipment and Maintenance Fees effective August 1, 2021.



City and County of
San Francisco



**Request for Proposals for
Coin and Data Collection Services and Associated
Support**

**RFP No. SFMTA-2022-13
EVENT ID: SFGOV-000006281**

(CCO No. 21-14565)

Date Issued: **December 8, 2021**
Pre-Proposal Conference: **December 20, 2021, 10:00 AM PT**
Proposal Due: **January 10, 2022, 1:00 PM PT**

San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for
Coin and Data Collection Services and Associated Support

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I. Introduction and Schedule

A. General

This Request for Proposals (RFP) is being issued by the San Francisco Municipal Transportation Agency (SFMTA or Agency). The SFMTA is soliciting qualified firms to submit Proposals for providing coin and data collection services and associated administrative and Information Technology (IT) support for existing on-street parking meter systems for the SFMTA and the Port of San Francisco.

The SFMTA manages 26,000 metered on-street parking spaces. Of these metered spaces, 21,500 are covered by single-space meters, and 4,500 are covered by multi-space paystations. Both vehicle and motorcycle spaces are metered (22,800 and 2,200 spaces, respectively). The SFMTA currently operates approximately 600 multi-space paystations. Most of the Agency's parking spaces are set up in "pay-by-space" (PbS) mode, and only a small portion (approximately 500 spaces) are set up in the "pay-by-license plate" (PbLP) mode. During the next four years, the SFMTA will replace all existing meters and paystations with 12,000 single-space meters and 2,300 multi-space pay stations. The SFMTA reserves the right to install more or less meter hardware or to alter listed ratios between single and multi-space hardware.

Award of the contract is subject to approval by the SFMTA's Board of Directors and the San Francisco Board of Supervisors.

The Agreement will have an initial term of five years, which the SFMTA may extend at its sole discretion for up to five additional years, for a total term of ten years. The SFMTA has established a five percent Local Business Enterprise (LBE) subcontracting participation requirement of the total labor value to be provided from the resulting contract.

The Agreement will allow for labor cost adjustments based on changes to the prevailing wage ordinance, and 3% annual increases for management labor categories (Appendix G, Part 1A). Management Fees must be constant for the base term of the Agreement (i.e., not subject to CPI increases). The SFMTA may consider a one-time management fee adjustment if it exercises its option to extend the Agreement.

For additional information regarding this solicitation, the SFMTA encourages Proposers to attend the Pre-Proposal Conference described in Section V.A. (Pre-Proposal Conference).

B. Selection Overview

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

Proposers must provide documentation that clearly demonstrate that each Minimum Qualification and each LBE subcontracting participation requirement has been met. **Any Proposal that does not meet the Minimum Qualifications and LBE subcontracting participation requirements will be deemed non-responsive.**

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

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

C. RFP Schedule

The anticipated schedule is:

<u>Phase</u>	<u>Date</u>
RFP is issued by the SFMTA:	December 8, 2021
Pre-Proposal Conference:	December 20, 2021, 10:00 AM PT
Deadline for submission of written questions or requests for clarification:	December 29, 2021, 1:00 PM PT
Proposals due:	January 10, 2022, 1:00 PM PT

The SFMTA reserves the right not to conduct oral interviews and select a firm based on the written Proposals only.

D. City’s Social Policy Requirements

1. Proposers Unable to do Business with the City

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this RFP are set forth below and Appendix C, Sample Agreement for Professional Services.

2. Companies Headquartered in Certain States (Administrative Code Chapter 12X)

Subject to certain exceptions in the ordinance, Proposers are advised that this RFP is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposers that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as “Covered States” under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>. Proposers will be required to certify compliance with Chapter 12X as part of its Proposal, unless the City determines that a statutory exception applies.

3. Other Social Policy Provisions

The Sample Agreement for Professional Services (Appendix C) identifies the City's applicable social policy provisions related to a contract awarded pursuant to this RFP. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

II. Statement of Work Summary

The full Statement of Work (SOW) for this RFP is described in Appendix H.

Proposers must review all attachments, appendices, and examples included in this RFP to ensure a complete understanding of the services required.

The SOW is organized into six different sections:

1. Administrative
2. Coin Collection Services
3. Coin Delivery Services
4. Data Collection Services
5. Support Services
6. Procurement Services

For all applicable sections, Proposers must provide a response for each individual requirement within each section (i.e., respond to Section 1.A.1 separately from Section 1.A.2). No points will be awarded for any requirement that does not have a corresponding response, and the Agency may determine that an incomplete Proposal is non-responsive and decline to score it. Please review all the documents to ensure each requirement is properly addressed.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 1:00 PM PT on January 10, 2022. Proposers must submit their Proposals in an electronic format by email to Carlos.Peza@sfmta.com.

Proposers must limit e-mail messages to 25MB or less to avoid rejection by the SFMTA's email system.

Proposers may break up their Proposals into separate electronic files and submit these in separate e-mails. Per Section III.B, each electronic file must be clearly marked "SFMTA-2022-13" and, as applicable, "Part 1 – Written Proposal," "Part 2 – CMD Attachment 2 Forms," "Part 3 – Cost Proposal," and "Part 4 – Sample Agreement."

Proposers are fully responsible for ensuring their Proposals are received by 1:00 PM PT on January 10, 2022. The SFMTA will not accept late Proposals, even in cases of known email system failure. Accordingly, Proposers are encouraged to submit their Proposals at least 24 hours before the date and time due.

B. Proposal Content and Format

Proposer must ensure that the documents submitted are legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. The text should be unjustified (i.e., with a ragged-right margin). Documents must use an 11-point or larger serif font (e.g., Times New Roman, and not Arial). Pages must have margins of at least one inch on all sides (excluding headers and footers).

Proposals must be submitted in four separate electronic files, as listed below. Each electronic file must be clearly marked "SFMTA-2022-13" and, as applicable, "Proposal Part 1," "Proposal Part 2," "Proposal Part 3," etc.

- Part 1 – One electronic copy of the Written Proposal, including completed and signed Appendices D, E, and F. (Submit Appendices A and G as separate files, as stated below)
- Part 2 – One electronic copy of the completed and signed Appendix A forms (see Section VI.O and Appendix A) as a separate file on your electronic media submission.
- Part 3 – One electronic copy of the completed Appendix G (Cost Proposal Excel Workbook) as a separate file on the electronic media submission.
- Part 4 (Optional) – Proposers wishing to negotiate modifications to the terms and conditions in the Sample Agreement (Appendix C) must attach a redlined copy of Appendix C, detailing proposed changes in track changes mode.
A Proposer's requested changes to the Sample Agreement will NOT be considered in Proposal evaluation and scoring and will NOT be made available to the evaluation panel. The SFMTA reserves the right to decline any and all suggested modifications.

Failure to submit the requested modifications *as part of the Proposal submission* will indicate that the Proposer accepts the template *as written*.

All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on the firm's behalf. Your electronic media must be clearly marked that it is for "SFMTA-2022-13"

C. Part 1 – Written Proposal

Written Proposals must include the information requested in this Section III.C, in the order listed below. Written Proposals must include a table of contents showing section headings and sub-headings, section numbering, and page numbers. Page limitations, if any, are indicated, below, in parentheses next to the corresponding section headings.

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

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

Submit a letter of introduction with an executive summary of the Proposal. The letter must confirm that the Proposer is willing and able to perform the work described in the RFP. The letter also must include the following statement:

“Proposer has read and agrees to the Sample Agreement for Professional Services (Appendix C), except as noted by Proposer and proposed modifications are submitted in response to Section III.F of this RFP.”

2. Certification of Headquarters in Accordance with Administrative Code Chapter 12X

Proposals must contain the following statement:

“I certify that my company is headquartered at the following address:
_____. I will notify the City if my company's headquarters moves. I further certify that none of the work performed on the subject Contract will be performed in a Covered State as specified on the City Administrator's Covered State list.”

If the Proposer is a joint venture, each joint venture partner must complete the certification above.

This statement can be included in the letter of introduction.

3. Minimum Qualifications Documentation (up to 5 pages)

Include a summary that clearly demonstrates that each Minimum Qualification (MQ) listed in Section IV.B (Minimum Qualifications) has been met and indicate where supporting

information for each MQ can be found in the Proposal. Minimum Qualification documentation should be clearly marked as “MQ1,” MQ2,” and “MQ3”, to indicate which MQ it supports.

4. Firm Qualifications / References (up to 10 pages)

Provide information on the Proposer’s background and qualifications that includes the following:

- a. Name, address, and telephone number of a contact person.
- b. A brief description of the Proposer’s firm (including a description of the Prime Contractor and any relevant subcontracting firms, joint venture or partnership agreements). The Proposal must demonstrate that:
 - i. The Proposer has been actively engaged in the on-street or off-street parking meter coin collection business for a minimum of five years (MQ1).
 - ii. The Proposer is currently operating as a prime contractor or a subcontractor entity providing parking meter coin collection services to at least two municipalities or other government (e.g., states) located in North America (MQ2).

If Proposer is a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner shall demonstrate proven experience in managing and leading.

- c. A description of the Proposer’s participation in **two** on-street or off-street parking data collection projects/tasks performed in the last 36 months similar in scope as that described in this RFP (MQ3). Include the following information: (1) client/reference contact email addresses and telephone numbers; (2) a list of Proposer’s staff members who worked on each project; (3) budget for each project; (4) schedule for each project; and (5) summary of each project. If joint contractors or subcontractors are proposed, provide the past project information and references for each of them.

Qualified tasks must involve parking related data collections with duration of not less than one calendar month, and a report or a collected data set transfer to a relevant party. Examples of parking data collection projects/tasks can be found in Appendix A, Section 4 – Data Collection Services. It is the Proposer’s responsibility to ensure that all information for references and describing Proposer’s qualifications is current and accurate. References must include names, telephone numbers, and email addresses. If contact information is not provided or incorrect for the purposes of verifying project experience, the Proposal may be deemed non-responsive.

5. Team Qualifications (up to 10 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the contract manager (3) coin and data collection manager, (4) project delivery team, (5) the

role and tasks to be performed by each team member in the project, and (6) a written assurance that the key personnel identified in the Proposal will perform the work and will not be assigned to other projects until their work on this Project is complete without the SFMTA's prior approval.

- b. Provide a description of the experience and qualifications of each of the project team members.

6. Response to the Statement of Work (up to 50 pages)

Provide detailed responses to each of the six sections of the SOW. Proposers should organize their responses in the order shown in the SOW Table of Contents. Proposers must provide a response for each individual requirement within each section (i.e., respond to Section 1.A.1.a separately from Section 1.A.2). No points will be awarded for any requirement that does not have a corresponding response. Proposers must review all RFP documents, appendices, and attachments to ensure each requirement is addressed.

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

Submit completed and signed forms listed in RFP Appendix A, CMD Attachment 2: “Requirements for Architecture, Engineering and Professional Services Contracts,” to document compliance with the LBE requirements described in Section VI.O of this RFP.

E. Part 3 – Cost Proposal

Proposers must submit a Cost Proposal as a separate electronic Excel Workbook file that includes the information requested in Appendix G. The Cost Proposal must include:

- a. Monthly amounts for Coin and Data Collection Management and Support Services Management fees.
- b. Monthly amounts for the following contract positions as listed in RFP Appendix H (SOW), Section 1.A: Program Manager, Coin and Data Collection Manager, Supervisor, Analyst, and Office Manager.
- c. Fully burdened billable hourly rates for the following three categories: revenue collector non-journeyman (1-12 months), revenue collector journeyman (12+ months), and revenue collector crew lead.

The SFMTA intends to award this contract to the Proposer that the Agency determines will provide the best overall program services to the Agency. The SFMTA reserves the right to accept other than the lowest-priced offer.

F. Part 4 – City Terms and Conditions

Proposer must acknowledge that it is willing and able to meet all of the SFMTA's proposed terms and conditions as outlined in Appendix C, the SFMTA's Sample Agreement for Professional Services, except that Proposers wishing to negotiate a modification of terms and conditions must attach a copy of the SFMTA's Agreement referring to the specific portion of the

Agreement to be changed and show proposed changes in track changes (redline) mode. The SFMTA's review and scoring of any Proposal that proposes changes to Sample Agreement terms and conditions does not constitute the Agency's acceptance of the proposed changes, which the Agency may accept or reject in its sole discretion. The SFMTA reserves the right to reject any Proposal as nonresponsive that seeks changes to contract terms and conditions that significantly shift risk to the Agency or otherwise would substantively change the benefit of the contract to the City.

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

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

IV. Evaluation and Selection Criteria

A. Overall Evaluation Process

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

Evaluation Phase	Maximum Points
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	
A. Firm Qualifications / References	100
B. Team Qualifications	100
C. Response to the Statement of Work	
1. Administration	100
2. Coin Collection Services	100
3. Coin Delivery Services	50
4. Data Collection Services	100
5. Support Services	75
6. Procurement Services	25
Written Proposal Score	650
Cost Proposal	
1. Monthly costs for Coin and Data Collection Management and Support Services Management fees, Program Manager, Coin and Data Collection Manager, Supervisor, Analyst and Office Manager.	190
2. Averaged fully burdened billable hourly rate based on the following three rates: revenue collector non-journeyman (1-12 months), revenue collector journeyman (12+ months), and revenue collector crew lead.	60
Cost Proposal Score	250
Oral Interview Score (if conducted)	100
TOTAL SCORE	1,000

B. Minimum Qualifications

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

Proposers must provide documentation that clearly demonstrates each MQ listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1,” “MQ2,” and “MQ 3”, to indicate which MQ it supports.

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

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

MQ #	Description
MQ1	The Proposer must demonstrate that they have been actively engaged in the on-street or off-street parking meter coin collection business for a minimum of five years.
MQ2	The Proposer must be currently operating as a prime contractor or a subcontractor entity providing parking meter coin collection services to at least two municipalities or other government (e.g., states) located in North America.
MQ3	The Proposer must describe two on-street or off-street parking data collection projects/tasks performed in the last 36 months. Qualified tasks must involve parking related data collections with duration of not less than one calendar month, and a report or a collected data set transfer to a relevant party. Examples of parking data collection projects/tasks can be found in Appendix A, Section 4 – Data Collection Services.

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

C. Selection Criteria

An Evaluation Committee comprised of persons with expertise in coin revenue processing, municipal governance or administration will evaluate Proposals, using the criteria described below.

1. Firm Qualifications (100 points)

- a. Proposer’s firm (Prime Contractor) and the team’s (any relevant subcontracting firms, joint venture or partnership agreements) demonstrated qualifications,

commitment, strength, and technical capabilities to fulfill all services in the subject areas necessary to complete the tasks.

- b. Experience with projects or service assignments of similar scope, and staff demand.
- c. Strength or selected outcome of reference projects, including demonstrated adherence to scope, schedule, deadlines, and budgets.
- d. The SFMTA will check references for those firms that are short-listed for an oral interview (see below).

2. Team Qualifications (100 points)

- a. Recent experience (last five years) of staff assigned to the project and a description of the tasks to be performed by each staff person.
- b. Proposer’s and the assigned contract team’s demonstrated expertise in coin and data collections, and on-going support plan showing Proposer’s intention and ability to provide appropriate resources to the Project for the duration of the Agreement.

3. Response to Written Proposal (450 points)

Following is the breakdown of the total points to be allocated for the Statement of Work sections.

SOW Section	Category/Section	Points
1	Administration	100
2	Coin Collection Services	100
3	Coin Delivery Services	50
4	Data Collection Services	100
5	Support Services	75
6	Procurement Services	25
Total		450

Proposers must provide a response for each of the subject areas listed above (i.e., respond to Section 1.A.1.a separately from Section 1.A.2). No points will be awarded for any requirement where Proposal does not have a corresponding response.

4. Cost Proposal (250 points)

A Proposer’s Cost Proposal must be stated in (consist of) two parts:

- 1. Monthly Management Fees plus monthly amount for management labor categories (Appendix G, Part 1A), and;
- 2. Averaged fully burdened billable hourly rate (Appendix G, Part 1B).

San Francisco Municipal Transportation Agency
RFP for Coin and Data Collection Services and Associated Support

The Proposal with the lowest total monthly sum of costs for Coin and Data Collection Management and Support Services Management fees, Program Manager, Coin and Data Collection Manager, Supervisors, Analyst and Office Manager (total of RFP Appendix G, Part 1A) will receive the maximum **190** points.

The Proposal with the lowest averaged fully burdened billable rate (RFP Appendix G, Part 1B) will receive a maximum score of **60** points. See example below.

Part 1A - Proposer A			
Category	Qty	Monthly Cost	Max Points
Coin and Data Collection Management Fee	1	\$1.00	N/A
Data Collection Management Fee	1	\$1.00	
Support Services Management Fee	1	\$1.00	
Program Manager	1	\$1.00	
Coin and Data Collection Manager	1	\$1.00	
Supervisor	3	\$3.00	
Analyst	1	\$1.00	
Office Manager	1	\$1.00	
Subtotal		\$10.00	190
Part 1B - Proposer A			
Category	Qty	Fully Burdened Rate	Max Points
Averaged fully burdened billable hourly rate	1	\$10.00	N/A
Subtotal		\$10.00	60
Total Cost Proposal			250

Each of the other Proposers' Cost Proposals will be scored by dividing the lowest Cost Proposal score by the Proposer's respective Cost Proposal score, and then multiplying by **190 points** for Appendix G, Part 1A and by **60 points** for Appendix G, Part 1B. The result will be combined with the total points other selection criteria scores to arrive at the total number of points assigned to the Proposal.

See the following illustration as an example for scoring the fees for RFP Appendix G Cost Proposal, Parts 1A and 1B:

Proposer	Proposed Costs in Appendix G, Parts 1A and 1B	Calculation of Points	Points Assigned
Proposer A	1A. Management Fees plus management labor categories monthly costs: \$100,000 1B. Averaged fully burdened billable hourly rate: \$10	1A. Full 190 points 1B. Full 60 points	250
Proposer B	1A. Management Fees plus management labor categories monthly costs: \$200,000 1B. Averaged fully burdened billable hourly rate: \$20	1A. \$100,000 divided by \$200,000 multiplied by 190 = 95 points 1B. \$10 divided by \$20 multiplied by 60 = 30 points	125
Proposer C	1A. Management Fees plus management labor categories monthly costs: \$250,000 1B. Averaged fully burdened billable hourly rate: \$40	1A. \$100,000 divided by \$250,000 multiplied by 190 = 76 points 1B. \$10 divided by \$40 multiplied by 60 = 15 points	91

5. Oral Interview (100 points)

Following the evaluation of the Written Proposals and Costs Proposals, all firms that have a statistical chance of being the highest ranked Proposer (based on the scores of the Written Proposal and Cost Proposal scores and the total points possible from the oral interviews) may be interviewed by the Evaluation Committee to make the final selection. The interview will consist of standard questions asked of each Proposer and may include specific questions of individual Proposers intended to clarify their written Proposals. The Evaluation Committee panel will score each Proposer based on the Proposer team’s presentation and/or responses.

After the oral interview, the SFMTA will combine all scores, rank the Proposers and select the highest-ranked Proposer to commence contract negotiations.

The SFMTA reserves the right not to hold oral interviews and select a firm based on the Written Proposals and Cost Proposals only if based on the scores of the Written Proposals and Cost Proposals, the oral interview would not change the respective ranking of the highest ranked Proposer and the second highest ranked Proposer.

V. Pre-Proposal Conference and Contract Award

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a virtual Pre-Proposal Conference via Microsoft Teams on December 20, 2021 at 10:00 AM PT. The SFMTA will address Proposers' questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference. (The SFMTA will also issue written addenda to the RFP addressing questions raised at the Pre-Proposal Conference or new information the Agency may provide at that conference.)

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

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 415-915-0757,,292612257#](#) United States, San Francisco

Phone Conference ID: 292 612 257#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

For the Pre-Proposal Conference, Proposers are encouraged to submit questions in writing by email no later than December 17, 2021 at 10:00 AM PT and directed to: Carlos.Peza@sfmta.com.

Proposers are further encouraged to provide the following information to Carlos.Peza@sfmta.com to register for the Pre-Proposal Conference and have their information listed on the virtual sign-up list.

1. Attendee Name
2. Organization Name
3. Organization's Business Address
4. E-Mail/Phone Contact Information
5. Indicate if your firm is a Local Business Organization (LBE)
6. Indicate if your firm is interested in presenting a Proposal as a Prime Contractor, Subcontractor or both.

Proposers must submit all other questions concerning this Request for Proposals in writing by email only during the question-and-answer period, ending December 29, 2021 no later than 10:00 AM PT and directed to: Carlos.Peza@sfmta.com.

Please include “**SFMTA-2022-13**” in the subject line of your email.

Questions and answers will be posted publicly.

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference will not excuse the any Proposer from Proposal submission or content requirements and will not excuse the selected Proposer from any obligations of the Contract. Written Addenda will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference (see Section VI.D below).

It is the responsibility of the Proposer to check for any Addenda, Q&A postings, and other updates, which will be posted on the San Francisco City Partner website:

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

B. Contract Award

The SFMTA will evaluate, and rank Proposals as described herein, and intends to invite the highest-ranked Proposer to commence contract negotiations. The Agency’s ranking of any Proposal or invitation to any Proposer to negotiate a contract does not constitute or imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest-ranked Proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all parts of this RFP and complying with all Proposal submission requirements. Proposers must promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification must be directed to the SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of Proposals. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

B. Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to:

Carlos.Peza@sfmta.com

Please include “SFMTA-2022-13” in the subject line of your email.

C. Objections to RFP Terms

If a Proposer objects on any ground to any provision or legal requirement of the RFP, the Proposer must, not more than 10 days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection and all relevant facts. The failure of a Proposer to object in the manner set forth in this paragraph constitutes a complete and irrevocable waiver of any such objection.

D. Addenda

The SFMTA may modify the RFP prior to the Proposal due date by issuing Addenda, which will be posted on the San Francisco City Partner website:
<https://sfcitypartner.sfgov.org/pages/index.aspx>.

The Proposer is responsible for ensuring that its Proposal reflects any and all Addenda issued by the SFMTA prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, the SFMTA recommends that the Proposer consult the San Francisco City Partner website frequently, including shortly before the Proposal due date, to confirm that the Proposer is aware of, and its Proposal is responsive to, all Addenda.

E. Term of Proposal

By submitting a Proposal, a Proposer warrants that the price stated and personnel proposed to perform the services described in the RFP are valid for 120 calendar days from the Proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The SFMTA shall have no financial responsibility for any costs incurred by a firm in responding to this RFP. Submitted Proposals are the property of the SFMTA and may be used by the SFMTA in any way it deems appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office

- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers must contact the San Francisco Ethics Commission at (415) 581-2300.

J. Communications Prior to Contract Award

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

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

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

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

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

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

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

K. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), Proposals and bids, all other documents submitted with the Proposal, and records of communications between the City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information that a Proposer provides that is covered by this section will be made available to the public upon request.

L. Public Access to Meetings and Records

If a Proposer receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary must also describe the

disposition of each complaint. If no such complaints were filed, the Proposer must include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions will be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

M. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, Proposal, or selection process;
2. Reject any Proposal or all Proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

In submitting a Proposal, a Proposer acknowledges and agrees that the City shall not be liable for any costs or other damages incurred by a Proposer if the City determines not to award a contract, rejects any or all Proposals, or exercises any of the reserved rights described herein.

N. No Waiver

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

O. Local Business Enterprise Requirements

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

1. LBE Subcontracting Participation

The LBE subcontracting participation requirement for this contract is five percent of the total labor value of the services to be provided. The LBE subcontracting requirements shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to

Proceed. Proposers are advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.

Each Proposer shall demonstrate, in its Proposal, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by demonstrating that it exceeds the established LBE subcontracting participation requirement by 35 percent or more, or 2) meets the established LBE subcontracting participation requirement AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9. For each LBE identified as a subcontractor, the Proposal must specify the value of the participation as a percentage of the total value of the contract (that is, the total value of the goods and/or services to be procured, the type of work to be performed), and such other information as may reasonably be required to determine the responsiveness of the Proposal. LBEs identified as subcontractors must be certified with the Contract Monitoring Division as Small or Micro-LBEs at the time the Proposal is submitted, and must be contacted by the Proposer (prime contractor) prior to listing them as subcontractors in the Proposal. If a Proposer does not demonstrate in its Proposal that it exceeds the established LBE subcontracting participation requirement by at least 35 percent, such Proposer must meet the established LBE subcontracting participation requirement AND demonstrate adequate good faith efforts to meet the LBE subcontracting participation requirement. **Any Proposal that does not meet the requirements of this section will be deemed non-responsive.**

a. Documentation of Good Faith Outreach Efforts

In addition to demonstrating that it will achieve the level of subconsulting participation required under this RFP (but except if a Proposer exceeds the LBE subconsulting participation requirement by 35 percent or more), a Proposer must also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals that do not comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract will be deemed a material breach of contract. Subcontracting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

2. LBE Participation and Ratings Bonuses

LBE ratings bonuses do not apply to this RFP. The City strongly encourages Proposals from qualified LBEs.

3. CMD Forms to be Submitted with Proposal

a. A Proposal must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 1) CMD Contract Participation Form, 2) “Good Faith Outreach” Requirements Form, 3) CMD Non-Discrimination Affidavit, 4) CMD Joint

Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not submitted with the Proposal, the Proposal may be determined to be non-responsive and rejected.

b. A Proposer must submit one electronic copy of the above forms with its Proposal as a separate electronic file on the media that contains the Proposal (see Section III.A).

If you have any questions concerning the CMD Forms, you may contact Preston Tom, SFMTA Contract Compliance Office at 415-701-5332 or preston.tom@sfmta.com.

P. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions

1. General

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

2. Nondiscrimination Provisions

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

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

b. The selected Proposer and its subcontractors on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action may include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Non-Compliance with Chapter 12B Prior to Contract Award

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to

review the selected Proposer's and subcontractors' prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA will attempt to resolve the non-compliance through conciliation.

- a. If the non-compliance cannot be resolved, the SFMTA will submit to the contractor or subcontractor a written Finding of Non-compliance.
- b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the Finding.
- c. The SFMTA may, by written notice, stay the award of any contract to a Proposer where the Proposer or any subcontractor is the subject of an investigation for a violation of the City's non-discrimination ordinance(s).

4. Complaints of Discrimination after Contract Award

- a. A complaint of discrimination in employment initiated by any party after contract award will be processed in accordance with CCO procedures.
- b. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - (i) There may be deducted from the amount payable to the contractor or subcontractor under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
 - (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.
 - (iii) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

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

5. Trainees – SFMTA Employment Training Program

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

In addition, the SFMTA requires contractors to hire 15 professional service trainees (over the term of the agreement) in the area of the contractor's expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with

various employment and job training agencies/organizations or other employment referral source.

Number of Trainees

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

- b. The trainee must be hired by the contractor or by any subcontractor on the project team.
- c. No trainee may be counted towards meeting more than one contract goal.
- d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:
 - (i) “Qualified” with reference to an economically disadvantaged individual means an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
 - (ii) “Economically disadvantaged individual” means an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.
- e. On-the-job training (to be provided by the contractor): The contractor must hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
- f. Contractor must submit for the City’s approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.
- g. The trainee’s commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee’s skill development.

Q. COVID Vaccination and Safety Requirements

Proposers are advised that the Agreement awarded from this RFP is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“**Declaration**”) dated February 25, 2020, and the Vaccination Policy for City Contractors (“**Vaccination Policy**”) issued by the City Administrator on October 22, 2021. The Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility (“**Covered Employees**”) to be fully vaccinated or granted an exemption based on medical or religious grounds. The Vaccination Policy is available on the website of the City Administrator at TBD. Each Proposer must certify their compliance with the Vaccination Policy as part of its Proposal, unless the City determines that a waiver should be granted for the reasons stated in the Vaccination Policy. Refer to Attachment TBD to the form Agreement for additional details related to the application of this Vaccination Policy to a contract awarded pursuant to this RFP. Those requirements include, but are not limited to:

1. Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID safety and vaccination requirements stated in the City’s Vaccination Policy and the Declaration.
2. Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees’ vaccination status. Contractor shall update the list to show all current Covered Employees, and Contractor shall provide that list to the City on request.
3. Prior to and as a condition of award of the Agreement, Contractor shall submit to the SFMTA the “Contractor Attestation Affirming Compliance With San Francisco’s Covid-19 Contractor Vaccination Policy” form (Attachment TBD) confirming its compliance with the Vaccination Policy.
4. Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors’ compliance with the Vaccination Policy
5. Contractor shall coordinate with the SFMTA to confirm that the SFMTA can safely accommodate at its worksite any Contractor Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt the Contractor’s Covered Employees who are accommodated comply with any required health and safety protocols.

VII. Contract Requirements

A. Standard Contract Provisions

The selected Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, may be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

As a material requirement of the contract, the selected Proposer must comply with the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For additional information about the MCO, and for the amount of hourly gross compensation currently required under the MCO, see <http://sfgov.org/olse/mco>. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

D. Health Care Accountability Ordinance (HCAO)

As a material requirement of the contract, the selected Proposer must comply with the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors must consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgov.org/olse/hcao>.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the City's First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify

the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors are directed to consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, business.services@sfgov.org or call (415) 701-4848.

F. Conflicts of Interest

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

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

G. Prevailing Wage and Employee Retention

Contractor must provide prevailing wages and benefits and transitional employment and retention for the prior contractor's employees, as required by San Francisco Administrative Code, Chapter 21, Section 21C.7 (which is an uncodified San Francisco Ordinance, attached to this RFP as Attachment 1).

Prevailing wage and related information for employees under the current Agreement for Coin and Data Collection Services and Associated Support is attached as Attachment 2 to this RFP.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the SFMTA's issuance of a notice of non-responsiveness, any Proposer that believes the SFMTA has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed with its selection process to evaluate responsive Proposals pending the Agency's determination of the validity of a protest.

B. Protest of Non-Responsible Determination

Within five working days of the SFMTA's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive Proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Contract Award

Within five working days of the SFMTA's issuance of a notice of intent to award the contract, any firm that has submitted a responsive Proposal and believes that the SFMTA has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day after the SFMTA's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed in contract negotiation with the selected Proposer pending the Agency's determination of the validity of a protest.

D. Delivery of Protests

All protests must be received by the due date. A protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered via email to:

Carlos.Peza@sfmta.com

Appendix A
City and County of San Francisco
Contract Monitoring Division
CMD Attachment 2
Requirements for Architecture, Engineering and Professional Services
Contracts, for contracts \$55,000 and over

Appendix A is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

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

Appendix B Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

A. How to become Eligible to Do Business with the City

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor File Support Division via the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment



Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an e-mail notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

D. Vendor Eligibility Forms

Form	Purpose/Info	Routing
CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees	https://sfcitypartner.sfgov.org/

	with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	
Vendor Profile Application	Includes New Vendor Number Request Form and IRS Form W-9.	https://sfcitypartner.sfgov.org/

E. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the selected Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

Appendix C

Sample Agreement for Professional Services (Form P-600)

Appendix C is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

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

Appendix D

Attestation of Compliance

To be completed by all Proposing Firms and All Individual Subcontractors

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

Name of individual completing this form: _____

The form is submitted on behalf of firm: _____

Name of RFP: **SFMTA-2022-13**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VI.J of the above RFP. Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of Section VI.J of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. Yes

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

Signature: _____

Date: _____

Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (1) _____
(Proposer or Proposed Subcontractor Business Name)
- certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
 - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and
 - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm must attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix F

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

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

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

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

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix G

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

Cost Proposal

Appendix G is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

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

Appendix H

Statement of Work

Appendix H is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

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

Appendix I

Liquidated Damages

Appendix I is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

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



Parking Meter Coin and Parking Data Collection Services, Contract No. SFMTA-2022-13

The San Francisco Municipal Transportation Agency (SFMTA) Board of Directors proposes to authorize the Director of Transportation, or his designee, to execute Contract No. SFMTA-2022-13, for Parking Meter Coin and Parking Data Collection Services, with LAZ Parking California, LLC (LAZ) for a total amount not to exceed \$50.8 million for a term of five years, with the option to extend the term for up to five additional years.

Not a “project” under CEQA pursuant to CEQA Guidelines Sections 15060(c) and 15378(b) because the action would not result in a direct or a reasonably foreseeable indirect physical change to the environment.

A handwritten signature in black ink that reads "Angela Alter".

March 25, 2022

Angela E. Alter, Planner Date

San Francisco Municipal Transportation Agency

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 220419-037

WHEREAS, The SFMTA's Parking Meter Program was established to manage 25,500 on-street parking spaces and 500 spaces in public parking lots for the SFMTA and the Port of San Francisco for purposes of regulating parking and maintaining parking availability in high-demand areas; and,

WHEREAS, Since 2012, the SFMTA has collected approximately \$180 million in parking meter coin revenue, which is used to support on-street parking programs and public transit; and,

WHEREAS, The SFMTA requires assistance from an outside vendor to collect and process coins deposited in parking meters on City streets and Port properties, collect parking meter and other on-street parking data, collect parking occupancy and other on-street parking data, and perform other related services (Services); and,

WHEREAS, The City has determined in accordance with Proposition J that coin collection services can be performed by a private contractor at a lower cost than if performed by City employees, and the City has contracted coin collection and related services since 1978; and,

WHEREAS, In 2012, the SFMTA Board approved SFMTA Contract No. 2011-12-08 with Serco, Inc., for Parking Meter Coin Collections, Counting, and Support Services, for an amount not to exceed \$46.4M and a total term of ten years. In 2021, LAZ Parking California, LLC (LAZ) acquired Serco's coin collection division, and the Serco contract was subsequently assigned to LAZ; that Contract will expire on July 31, 2022; and,

WHEREAS, The SFMTA conducted outreach to the parking industry and identified four vendors capable of performing the Services; and,

WHEREAS, In December 2021, the SFMTA issued a Request for Proposals (RFP) No. SFMTA-2022-13 for Coin and Data Collection and Associated Support Services (Services). LAZ Parking California, LLC (LAZ) was the only company that submitted a proposal; and,

WHEREAS, Staff have determined that LAZ's proposal was responsive and LAZ is qualified to perform the Services, and further outreach and re-advertising the RFP would not result in more vendors submitting proposals to perform the Services; and,

WHEREAS, The monthly cost of the new Agreement is approximately 16 percent higher than the current Contract, which due to: (1) costs of new fleet of collection vehicles (current fleet is ten years old); (2) – addition of new data collection crew to perform various parking studies, such as occupancy, utilization, and parking census); (3) new analyst position (revenue reconciliation, coin collection optimization); (4) increases in labor costs; and,

WHEREAS, Funds required for the Services under the Agreement will come from the SFMTA's operational budget; however, the Port will reimburse the SFMTA for its share of the operational costs, which may vary between five and seven percent; and,

WHEREAS, The SFMTA, under authority delegated by the Planning Department, determined that SFMTA-2022-13, Coin and Data Collection and Associated Support Services contract with LAZ, 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; and

WHEREAS, This contract is subject to approval by the San Francisco Board of Supervisors under Charter Section 9.118, because expenditures are anticipated to exceed \$10,000,000 over the term of the Contract; now, therefore be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA-2022-13 with LAZ Parking California, LLC, for Parking Meter Coin and Parking Data Collection Services, for a total amount not to exceed \$50.8 million and for a base term of five years, with the option to extend the term for up to five additional years, which option the Director of Transportation may exercise without further action by the SFMTA Board of Directors; and, be it further

RESOLVED, That the SFMTA Board of Directors requests the Board of Supervisors to approve Contract No. SFMTA-2022-13 with LAZ Parking California, LLC, for Parking Meter Coin and Parking Data Collection Services, for a total amount not to exceed \$50.8 million and for a base term of five years, with the option to extend the term for up to five additional years, which option the Director of Transportation may exercise without further action by this Board or the Board of Supervisors.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 19, 2022.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



London Breed, Mayor

Gwyneth Borden, Chair
Amanda Eaken, Vice Chair
Stephanie Cajina, Director
Steve Heminger, Director

Fiona Hinze, Director
Sharon Lai, Director
Manny Yekutieli, Director

Jeffrey Tumlin, Director of Transportation

April 28, 2022

The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102

Subject: Approval of Agreement for Parking Meter Coin and Parking Data Collection Services,
with LAZ Parking California, LLC.

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) respectfully requests that the Board of Supervisors approve Contract No. SFMTA-2022-13, for Parking Meter Coin and Parking Data Collection Services, with LAZ Parking California, LLC for a total amount not to exceed \$50.8 million and for a total term of ten years (five base years, with an option to extend for up to five additional years).

The Cost Breakdown is as follows:

Categories	Annual	Main Term	Extension	Contract Total
Fixed Costs				
Management Fees	\$1,456,200	\$7,281,000	\$7,963,098	\$15,244,098
Meter Maintenance Application	\$60,000	\$300,000	\$330,000	\$630,000
Variable Costs				
Non-CBA Labor	\$969,816	\$4,849,080	\$5,303,351	\$10,152,431
CBA Labor	\$2,001,000	\$10,005,000	\$10,942,288	\$20,947,288
Parking Meter Cards	\$120,000	\$600,000	\$0	\$600,000
Support Meter Equipment	\$120,000	\$600,000	\$660,000	\$1,260,000
Optional Data Services	\$50,000	\$250,000	\$250,000	\$500,000
Contingency @	3%			\$1,465,015
Total		\$23,635,080	\$25,198,738	\$50,798,833

Total ten-year contract "not-to-exceed" amount (SFMTA and SF Port): \$50,798,833

Background

The Parking Meter Program was established to maintain parking availability in high-demand areas and manages 26,000 parking spaces on-street and in parking lots for the SFMTA and the Port of



San Francisco. The SFMTA uses demand-responsive pricing to adjust metered parking rates to help drivers find parking more quickly, thus reducing congestion. San Francisco parking meters currently generate approximately \$6.2 million in annual coin revenue (the pandemic has reduced parking revenues by approximately ten percent since 2019). Since 2012, the SFMTA has collected approximately \$180 million in parking meter coin revenues, which are used to support on-street parking programs and public transit.

Parking meter collections services have been outsourced since 1978. In 2012, the SFMTA Board approved SFMTA Contract No. 2011-12-08 with Serco, Inc., for Parking Meter Coin Collections, Counting, and Support Services (Contract), for an amount not to exceed \$46.4M. In 2021, LAZ Parking California, LLC (LAZ) acquired Serco's coin collection division, and the Contract was subsequently assigned to LAZ. The Contract will expire on July 31, 2022.

In addition to managing parking availability and mitigating traffic, the Parking Meter Program is a consistent source of revenue to fund transit. This contract also serves an important equity function: the option to purchase parking time by coins provides a method of payment for people who do not have a credit card or phone.

Proposed New Agreement

Contractor will perform the following Services:

- Single- and multi-space parking meter coin collection services.
- Daily meter condition reports (vandalism, public hazard, credit card security inspections). (Reports will be made more frequently as compared to the current agreement.)
- Provision of brand-new coin and data collection fleet to replace the current fleet that is nearly 10-years old and reaching the end of its useful life.
- Parking data collection support (a new service not provided under the existing contract).
- Coin revenue reconciliation services.
- Product support services for meter electronic lock software and parking meter repair maintenance application.
- Procurement of parking meter cards.
- Materials and support for meter maintenance and vandalism repair.
- Support for single- and multi-space meter management systems.

This new contract has been structured to reduce fixed costs as compared to the current contract, allowing for greater flexibility in reducing coin collection costs if the public reduces coin meter payments.



The total ten-year cost of the new agreement is approximately 9.5 percent higher than previous ten-year agreement. The increased cost is mainly due to: (1) new fleet of collection vehicles (current fleet is ten years old); (2) addition of new data collection crew to perform various parking studies, such as occupancy, utilization, and parking census; (3) new analyst position (revenue reconciliation, coin collection optimization); and (4) increase in labor rates under the collective bargaining agreement with Teamsters Union, Local 665.

The reasons for the additional expenditures are as follows:

- (1) Current coin collection vehicles have been in use since the beginning of the previous agreement in 2012 and must be replaced as soon as possible.
- (2) The new data collection crew will allow San Francisco to continue to be a world leader in demand-responsive parking pricing by facilitating a much-needed update to the underlying data used to support occupancy calculations and price changes. In addition, this data-collection crew will enable the collection of significantly more parking data to support strategic policy decisions, respond to requests from elected officials and the public, and support the effectiveness of the City's new virtual permitting and pay-by-license plate technology.
- (3) Having proper analytical resources as part of this agreement is crucial to managing a more variable coin and data collection deployment, and thus in reducing variable costs.
- (4) The new agreement complies with all terms of the City's prevailing wage ordinance (passed since the signing of the current contract) and ensures that coin and data collectors employed under this agreement are paid fairly and have strong union protections.

This Parking Meter Coin and Parking Data Collection Services Agreement supports no fewer than four of the SFMTA's strategic plan goals:

- Goal 5:** Deliver reliable and equitable transportation services (e.g., coin payment method provides an ability to purchase parking in absence of credit card, bank account or phone).
- Goal 6:** Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking and bicycling (e.g., helps manage parking demand and reduces time to find available parking).
- Goal 9:** Fix things before they break and modernize systems and infrastructure (e.g., ensuring our contracts are up to date, modernizing our equipment, keeping parking meters in good state of repair by collecting weekly meter condition reports).
- Goal 10:** Position the agency for financial success (e.g., raise revenue for transit and other operations).



Thank you for your consideration. Should you have any questions or require more information, please contact Janet Martinsen at janet.martinsen@sfmta.com or 415.646.2302.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey P. Tumlin'.

Jeffrey P. Tumlin
Director of Transportation

cc: Tom Maguire, Director of Streets Division
Ted Graff, Director of Parking, Operation and Curb Management – Streets Division



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 220544

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Alexiy Sukhenko	415-646-2028
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MTA Municipal Transportation Agency	alexiy.sukhenko@sfmta.com

5. CONTRACTOR	
NAME OF CONTRACTOR LAZ Parking California, LLC	TELEPHONE NUMBER (860)761-0388
STREET ADDRESS (including City, State and Zip Code) One Financial Plaza, 14th Floor, Hartford, CT 06103	EMAIL mkuziak@lazparking.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220544
DESCRIPTION OF AMOUNT OF CONTRACT \$50,798,833		
NATURE OF THE CONTRACT (Please describe) Parking Meters Coin and Data Collection and Associated Support Services		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Karp	Jeff	Board of Directors
2	Zaroulis	Andrew	Board of Directors
3	Soucy	Brice	Board of Directors
4	Lazowski	Alan	CEO
5	Owen	Nathan	CFO
6	Kuziak	Michael J.	COO
7	Karp	Jeffrey N.	Other Principal Officer
8	Priority Ventures		Subcontractor
9	Dixon Resources		Subcontractor
10	FMS Ventures		Subcontractor
11	City Diesel LLC DBA		Subcontractor
12	Hi-Times Discount Office		Subcontractor
13	Clean-A-Rama Maintenance		Subcontractor
14	Rolling Stock Inc.		Subcontractor
15	TAZ Auto Mobile		Subcontractor
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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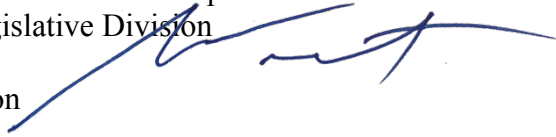
President, Board of Supervisors
District 10

City and County of San
Francisco

SHAMANN WALTON
MEMORANDUM

DATE: June 7, 2022

TO: Angela Calvillo, Clerk of the Board of Supervisors
Board of Supervisors Legislative Division

FROM: President Shamann Walton 

CC: Chair Dean Preston, Government Audit & Oversight
Anne Pearson, Deputy City Attorney
Tom Paulino, Mayor's Office
City Administrator's Office

SUBJECT: **Transferring Items from B&F to GAO**

Dear Madam Clerk and Legislative Division Staff,

I am hereby granting the request to transfer the following matters from the Budget & Finance Committee to the Government Audit & Oversight Committee due to the impacted schedule of the Budget & Finance Committee:

- 220544 [Agreement - LAZ Parking California, LLC - Parking Meter Coin and Parking Data Collection Services - Not to Exceed \$50,798,833
- 220554 [Real Property Lease Amendment - Evans Investment Partners, LLC - 750 and 752 Vallejo Street - \$120,792 Annual Base Rent - Estimated \$267,382 Tenant Improvement Cost]
- 220599 [Contract Amendment - Professional Contractor Supply (PCS) - Purchase of Hardware Supplies - \$11,500,000]
- 220600 [Contract - Lystek International Limited - Class A Biosolids Management Services - Not to Exceed \$22,400,000]
- 220601 [Contract - Kemira Water Solutions - Ferric Ferrous Chloride - Not to Exceed \$26,000,000]
- 220602 [Contract - TR International Trading Company - Ferric Ferrous Chloride - Not to Exceed \$28,000,000]
- 220603 [Contract - Univar Solutions USA Inc. - Sodium Hypochlorite - Not to Exceed \$74,000,000]
- 220604 [Contract - Univar Solutions USA Inc. - Sodium Bisulfite - Not to Exceed \$19,000,000]
- 220608 [Multifamily Housing Revenue Bonds - 700-730 Stanyan Street - Not to Exceed \$130,000,000]
- 220645 [Accept and Expend Grant - California Arts Council - Design and Planning for Harvey Milk Plaza - \$1,500,000]
- 220646 [Multifamily Housing Revenue Bonds - Sunnydale HOPE SF Block 3A - Not to

Exceed \$74,000,000]


- 220647 [Multifamily Housing Revenue Bonds - Building E Balboa Reservoir - 11 Frida Kahlo Way - Not to Exceed \$102,000,000]

CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
 FAX (415) 252-0461

June 10, 2022

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst 

SUBJECT: June 16, 2022 Government Audit and Oversight Committee Meeting

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<p>Item 2 File 22-0544</p>	<p>Department: Municipal Transportation Agency (MTA)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve a new contract for parking meter coin and parking data collection services between SFMTA and LAZ Parking California, LLC for a term of five years, from approximately August 2022 through July 2027, with an option to extend for up to five additional years through July 2032, and an amount not to exceed \$50,798,833. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Under the proposed contract, LAZ would continue to provide coin collection at all parking meters and information technology and equipment related to coin collection. The contract also adds data collection services to improve the accuracy of demand-responsive parking pricing and optional analysis of the agency’s curb management policies. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Excluding the contingency amount and optional data services, annual costs for the initial term are \$4.7 million, which exceeds FY 2020-21 actual spending of \$4.2 million by 13.5 percent. Cost increases are due to: (a) an addition of an equipment budget to replace the existing vehicle collection fleet; (b) the addition of new data collection staffing to perform parking studies, and (c) increases in labor rates under the collective bargaining agreement. Coin collection and processing staff remains the same in the proposed contract. • Not including the costs of administrative support staff, new data collection services would be \$1.3 million over the initial term (\$261,000 annually) and \$1.4 million over the extension term for a total of \$2.7 million. Optional data services over the total ten-year term would be \$500,000. • The projected meter coin revenues over the ten-year total contract term are approximately \$51.5 million. After subtracting \$50.8 million in contract costs, the net revenue to the City would be approximately \$0.7 million. • Total net meter revenues for the next ten years, which include coins and credit card payments (\$621.8 million), meter replacement meter maintenance costs previously approved by the Board of Supervisors (File 21-0714, \$123.4 million), and the proposed contract’s costs (\$50.8 million) are approximately \$447.6 million. Net revenues support on-street parking programs and public transit. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The San Francisco Municipal Transportation Agency (SFMTA) Parking Meter Program manages 26,000 metered spaces between on-street parking and parking lots for SFMTA and the Port of San Francisco (Port). The SFMTA uses demand-responsive pricing to adjust metered parking rates to reduce congestion and allow drivers to find parking more quickly. According to a memo from the SFMTA to the Board of Supervisors dated April 28, 2022, the SFMTA currently collects approximately \$6.2 million in annual parking meter coin revenues and has collected approximately \$180 million since 2012. Parking meter coin revenues support on-street parking programs and public transit. Although parking meter coin revenues have declined over time, providing the option to purchase parking time by coins allows people who do not have a credit card or phone to pay for parking and serves SFMTA's goal to provide equitable transportation services.

Since 1978, the SFMTA has contracted with outside vendors to provide for the collection and counting of parking meter revenues and related support services. In 2012, the Board of Supervisors approved a contract between the SFMTA and Serco, Inc. for parking meter coin collections, counting, and support services for an amount not to exceed \$46.4 million. In 2021, the contract was assigned to LAZ Parking California, LLC (LAZ Parking) after LAZ Parking acquired Serco's coin collection division. The contract will expire on July 31, 2022.

In 2021, SFMTA issued a Request for Proposals (RFP) for coin and data collection services and associated support. LAZ Parking was the only company that submitted a proposal. According to the SFMTA, the SFMTA conducted outreach to the parking industry prior to issuing the RFP and identified four potentially qualified vendors and determined that further outreach and re-advertising the RFP would not result in additional proposals from vendors. SFMTA contract procurement and compliance staff determined that LAZ Parking met minimum qualifications and that the proposal was responsive and authorized SFMTA staff to negotiate a contract with LAZ Parking.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract for parking meter coin and parking data collection services between SFMTA and LAZ Parking California, LLC for a term of five years, from approximately August 2022 through July 2027, with an option to extend for up to five additional years through July 2032, and an amount not to exceed \$50,798,833.

Under the proposed contract, LAZ Parking would provide:

- **Coin collection services** for single and multi-space meters;
- **Data collection services (new)**, including data and reporting related to meter condition, occupancy, inventory, parklets, construction sites, signage, and curb regulations (discussed in further detail below);
- **Coin delivery services** from parking meters to a SFMTA counting facility;
- **Support services**, including IT support for coin and data collection parking systems, revenue reconciliation, product support for meter electronic lock software and parking meter repair maintenance application, revenue reconciliation, and other services; and
- **Procurement services**, including procurement of parking meter cards and provision of parking meter support equipment to replace existing equipment that is nearly 10-years old and reaching the end of its useful life according to the April 2022 SFMTA memo. According to Appendix A of the proposed contract, the parking meter support equipment may include coin vaults, coin collection equipment, vehicle equipment and customization, meter equipment and other necessary equipment for coin collection and parking meter management.

New Data Collection Services

The proposed new contract includes new data collection services as well as optional data collection services that are not included in the existing contract. According to the April 2022 SFMTA memo, a new data collection crew will allow for an update to the underlying data used to support occupancy calculations and price changes for demand-responsive parking pricing. According to SFMTA Principal Administrative Analyst Alexiy Sukhenko, demand-responsive parking pricing is based on the block payment rate (i.e., a ratio of all paid time divided by all available parking time) and a computed value of all parked vehicles (paid and unpaid) compared to parked and paid vehicles (i.e., Sensor Independent Rate Adjustment (SIRA) coefficient). The block payment rate is updated throughout the year, but the SIRA coefficients are 10 years old and are based on the SFPark Pilot Program that ended in 2012 resulting in inaccurate estimates of Citywide parking utilization.

In addition, according to the SFMTA, the new data collection crew will enable the collection of more parking data to support strategic policy decisions, such as meter rates and time limits, new metered areas pricing etc., respond to requests for information from elected officials and the public, and support the City's new virtual permitting and pay-by-license plate technology. According to SFMTA Principal Administrative Analyst Sukhenko, new data collection support will conduct block level surveys either by visual observation or by automated license plate recognition technology to facilitate collection of residential parking permits and pay-by-license plate parking census.

The proposed new contract also includes optional data collection services that may be used for researching or conducting analysis for anything beyond current business processes related to

SFMTA curb management according to SFMTA Principal Administrative Analyst Sukhenko. For example, the SFMTA may use these services in cases of:

- new residential parking permits or metered areas of research and development;
- adjustments to residential parking permit zones (such as establishing new zones);
- new curb management policy research (such as establishing a pay or permit zone where residents can park for free, but visitors pay a metered rate);
- metered time limit studies (such as research on average time of stay in different parking areas to determine appropriate parking time limits);
- and other areas of research beyond existing business processes related to curb management.

FISCAL IMPACT

The not-to-exceed amount of the proposed contract is \$50,798,833 over the total ten-year term, which would be funded by the SFMTA’s Operating Budget. The sources and uses of funds are shown in Exhibit 1 below.

Exhibit 1: Proposed Contract Spending

	Proposed Annual Budget	Proposed Initial Term (5 Years)	Extension Term (5 Years)	Total Proposed Term (10 Years)
<i>Fixed Costs</i>				
Management Fees	1,456,200	7,281,000	7,963,098	15,244,098
Meter Maintenance Application	60,000	<u>300,000</u>	<u>330,000</u>	<u>630,000</u>
Subtotal, Fixed Costs	1,516,200	7,581,000	8,293,098	15,874,098
<i>Variable Costs</i>				
Program Management Staff	969,816	4,849,080	5,303,351	10,152,431
Coin Collection Staff	2,001,000	10,005,000	10,942,288	20,947,288
Parking Meter Cards	120,000	600,000	0	600,000
Support Meter Equipment	120,000	<u>600,000</u>	<u>660,000</u>	<u>1,260,000</u>
Subtotal, Variable Costs	3,210,816	16,054,080	16,905,640	32,959,720
<i>Subtotal, Fixed & Variable Costs</i>			\$25,198,738	\$48,833,818
Optional Data Services				500,000
Contingency (3%)				1,465,015
Total	4,727,016			\$50,798,833

Source: Appendix B of the Proposed Contract

Notes: Program Management Staff are non-collective bargaining agreement (CBA) labor includes 7.0 full-time equivalent administrative positions, including: program manager, coin and data collections manager, analyst, office manager, and three supervisors. Coin collection staff (20 FTE) are collective bargaining agreement (CBA) labor hourly rates are set by the CBA between LAZ Parking California, LLC and Teamsters Local 665. The proposed contract

budgeted amount is based on average spending from a six-month period in FY 2021-22 with a 15% increase to adjust for new data collection.

Increase in Annual Spending

Excluding the contingency amount and optional data services, annual costs for the initial term are \$4.7 million, which exceeds FY 2020-21 actual spending of \$4.2 million by 13.5 percent. The total ten-year cost of the new agreement is \$50.8 million or 9.5 percent higher than the \$46.4 million existing ten-year agreement.

Cost increases are due to: (a) an addition of an equipment budget to replace the existing vehicle collection fleet (as discussed above); (b) the addition of new data collection staffing (as discussed above) to perform parking studies, such as occupancy, utilization, and parking census and program management staff, and (c) increases in labor rates under the collective bargaining agreement, which escalate by 3 percent per year during the agreement. Coin collection and processing staff remains the same in the proposed contract.

In addition, fixed costs are decreasing. Management Fees consist of \$1.46 million per year for coin collection, data collection, and support services, which is approximately \$44,000 lower than the current agreement.¹ And software maintenance is decreasing from \$78,605 to \$60,000 per year.

Data Collection and Optional Services

Not including the costs of administrative support staff, new data collection services would be \$1.3 million over the initial term (\$261,000 annually) and \$1.4 million over the extension term for a total of \$2.7 million. Optional data services over the total ten-year term would be \$500,000.

Revenues

According to SFMTA Principal Administrative Analyst Sukhenko, the projected meter coin revenues over the ten-year total contract term are approximately \$51.5 million. After subtracting \$50.8 million in contract costs, the net revenue to the City would be approximately \$0.7 million.

Total net meter revenues for the next ten years, which include coins and credit card payments (\$621.8 million), meter replacement meter maintenance costs previously approved by the Board of Supervisors (File 21-0714, \$123.4 million), and the proposed contract's costs (\$50.8 million) are approximately \$447.6 million. Net revenues support on-street parking programs and public transit.

¹ The existing agreement's annual management fee is \$1.5 million and covers program management staff and non-personnel overhead. The proposed management fee is \$1.46 and only cover non-personnel overhead. Program management staff are budgeted separately in the proposed agreement at an annual cost of \$0.97 million and coin collection and processing staff have an annual cost of \$2 million. Program management and coin collection/processing staff may decrease in future years if coin payments decrease.

RECOMMENDATION

Approve the proposed resolution.

Item 3 File 22-0600	Department: Office of Contract Administration
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the contract for biosolids production and management services between Lystek International Limited and the City for a term of five years (from July 2022 through June 2027) and initial amount of \$16.4 million, with one two-year option to extend through June 2029 for an additional \$6.4 million, for a total possible contract duration of seven years and not to exceed amount of \$22.8 million. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The City’s two wastewater facilities, the Southeast Wastewater Treatment Plant and the Oceanside Wastewater Treatment Plant, produce approximately 60,000 wet tons of “Class B” biosolids per year. These biosolids can be used as a fertilizer to improve soil quality. The proposed contract entails the management and conversion of biosolids. SFPUC has increased conversion of biosolids due a change in state law that effectively eliminates sending biosolids to landfills. • Since the current contract with Lystek expired and could not be extended, OCA released a new solicitation for the same types of biosolids production and management services in March 2022. Lystek International was the only contractor to submit a bid and will continue to provide the same type of biosolids processing services except with the addition of the SynaGro Central Valley Compost site, which was not a part of the previous contract. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Estimated costs under the proposed contract are approximately \$15.1 million for the first five years of the contract (July 2022 through June 2027), and approximately \$22 million if the Department exercises the two-year extension option through June 2029. The not to exceed amount includes a 3.7 percent contingency to account for higher than budgeted inflation. Costs will be paid for by SFPUC Wastewater Enterprise funds. • Under the proposed contract, processing costs have increased approximately 55 percent (from an average of \$72 to approximately \$112) due to higher chemical and transportation costs. If operating costs do decrease significantly, as indicated by the regional consumer price index, the Department will consider rebidding the contract after 5 years. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the proposed resolution to correctly state the not-to-exceed amount of 22,800,000 instead of 22,400,000. • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Treatment of Wastewater in San Francisco

The City's two wastewater facilities, the Southeast Wastewater Treatment Plant and the Oceanside Wastewater Treatment Plant, produce approximately 60,000 wet tons of "Class B" biosolids per year. These biosolids are used as a fertilizer to improve soil quality. The proposed contract entails the management and conversion of the City's biosolids from "Class B" to "Class A" biosolids. "Class B" biosolids is a designation for treated sewage solids that meets EPA guidelines for use as fertilizer and has undergone treatment to reduce (but not eliminate) pathogens. Class A biosolid products, such as liquid fertilizer or compost, have undergone pathogen elimination and are suitable for sale to a variety of horticultural or agricultural markets. Since 2017, Lystek International, a Canadian waste treatment technology company, has been responsible for the management and conversion of Class B biosolids into Class A. A different contractor, Denali Water Solutions, is responsible for transporting the biosolids to facilities outside of San Francisco after it has been processed at the City's wastewater treatment facilities. The City's contract with Denali Water Solutions LLC is for a three-year term (October 2019 through September 2022) with a not to exceed amount of \$8.7 million.

Previous Contract #63001 for Biosolids Beneficial Reuse Services

In March 2017, the Office of Contract Administration (OCA) released a solicitation for reuse services to either convert Class B biosolids into Class A marketable biosolid products or to process biosolids for energy and/or fuel production.¹

Lystek International submitted a bid and was awarded contract #63001 for the processing and conversion of Class B biosolids into Class A biosolids. In May 2017, the contract was executed with Lystek International for an initial 2-year total period from May 15, 2017 to May 14, 2019 with an initial not-to-exceed amount of \$500,000 and one three-year option to extend. The contract has been modified four times, increasing the not-to-exceed amount to \$5.7 million and extending the contract term to five years total (from May 2017 to May 14, 2022).

Because the current contract expires May 14, 2022, OCA will issue an emergency Purchase Order to pay for services from May 15, 2022 to July 1, 2022. Under contract #63001, Lystek operated the Lystek Fairfield Organic Material Recovery Center (OMRC), which received and processed wet

¹ Biosolids, as a byproduct of wastewater treatment, can also be used as a renewable energy resource.

biosolids from the City's two wastewater treatment plants. Exhibit 1 shows the number of tons of biosolids processed at the site from 2019 through 2021.

Exhibit 1: Tons of Biosolids Processed at the Lystek Fairfield Organic Material Recovery Center under Contract 63001

Year	Tons of Biosolids Processed
2018	11,470
2019	15,081
2020	11,458
2021	25,996
2022	14,373
Total	78,378

Source: OCA and SFPUC

As shown in Exhibit 1 above, the Lystek Fairfield Organic Material Recovery Center received and processed 78,378 combined tons of biosolids from the Oceanside Wastewater Treatment Plant and the Southeast Wastewater Treatment Plant under the contract with Lystek International. The contract has been used to process larger quantities of material each year as the SFPUC shifts away send biosolids to landfills, a practice which Senate Bill 1383 (California's Short-Lived Climate Pollutant Reduction Act) will effectively eliminate (see below).

New Solicitation to Procure Class A Biosolids Production and Management Services

Since the previous contract expired and could not be renewed, OCA released a new solicitation on March 29, 2022 for biosolids production and management services. The solicitation was a low bid solicitation, which means that the contract is awarded based on the lowest price that also meets the minimum requirements. As such, the solicitation was not scored and there were no panel members. Lystek International was the only contractor to submit a bid by the solicitation deadline. OCA staff determined that Lystek International's proposal met the minimum qualifications required by the solicitation and accepted their bid.

The solicitation for proposed contract 63002 required a minimum capacity of at least 35,000 tons of biosolids per year. In response to the solicitation, Lystek International offered two sites with a total annual capacity of 35,000 tons to meet the requirements for increased capacity. There was no minimum capacity requirement for the previous contract 63001.

Required Increase in Biosolids Processing Capacity due to Senate Bill 1383

SB 1383 is a set of regulations which seek to reduce the amount of organic material being sent to landfill. When biosolids are sent to a landfill, in addition to this being a waste of their nutrients, methane gas, a potent greenhouse gas, is produced. Conversely when used as a fertilizer, the nutrients of the biosolids replace fossil fuel-based fertilizers and have been shown to sequester carbon. For these reasons, the SFPUC transitioned away from any management practices which are not in compliance with SB 1383.

According to OCA staff, when contract 63001 was first procured in 2017, Lystek's biosolids management services represented a much smaller part of PUC's overall biosolids management strategy. However, the passage of SB 1383 in 2016 required the state to take additional steps to reduce methane emissions and meet emissions reduction targets, including reducing organic waste being sent to a landfill by 50 percent of the statewide 2014 level by 2020 and by 75 percent in 2025. As a result of SB 1383, the City has transitioned away sending biosolids to landfill and increased processing of biosolids for other uses.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the contract for biosolids production and management services between Lystek International Limited and the City for a term of five years (from July 2022 through June 2027) and initial amount of \$16.4 million, with one two-year option to extend through June 2029 for an additional \$6.4 million, for a total possible contract duration of seven years and not to exceed amount of \$22.8 million. The proposed resolution states the not to exceed amount is \$22.4 million, but that is a typographical error.

Proposed Contract #63002 for Class A Biosolids Production and Management Services

The proposed contract 63002 requires the contractor to provide the same type of biosolids processing services as the prior contract 63001 except with the addition of the SynaGro Central Valley Compost site, which was not a part of the previous contract. Additionally, contract 63002 includes a requirement that the contractor's facilities have a minimum annual capacity of 35,000 wet tons. In the previous contract, there was no minimum annual capacity requirement.

The services provided under the contract are to continue to produce Class A biosolids from Class B biosolids received from the Southeast and Oceanside Wastewater Treatment plants. Lystek International would operate two sites under the contract, described below:

- Lystek Fairfield Organic Material Recovery Center (17,500 wet tons)
 - This site, located at the Fairfield-Suisun Sewer District, transforms biosolids received from the treatment plants into a Class A liquid fertilizer product. Lystek then sells the fertilizer to area farmers.
- SynaGro Central Valley Compost facility (17,500 wet tons)
 - The SynaGro site, located in Merced County, utilizes composting technology to create a composted end product that can be used to promote plant growth.

FISCAL IMPACT

According to Appendix B of the proposed contract, the cost to process biosolids at the Lystek Fairfield site is \$111.73 per wet ton and is \$69.44 per wet ton at the SynaGro compost site. The difference in cost is due to different treatment processes and final products at each site.

Specifically, the Lystek Fairfield OMRC utilizes more expensive and complex technology to produce a liquid fertilizer, whereas the SynaGro CVC facility utilizes less costly composting methods. The SynaGro site is further away from Southeast Wastewater Treatment Plant (284 miles) than the Fairfield site (95 miles), resulting in higher transportation costs to the City, which in turn fully offsets the SynaGro site's lower processing costs. According to Appendix C of the proposed contract, costs may be escalated by regional inflation each year.

Exhibit 2 below summarizes the estimated costs of the first year of contract spending.

Exhibit 2: Projected Costs for the Lystek's Biosolids Management Contract from July 2022 through June 2029

Year	Lystek OMRC	SynaGro	Projected Tons Processed	Total
1	\$1,955,275	\$591,629	26,020	\$2,546,904
2	2,004,157	969,474	31,121	2,973,631
3	2,054,261	1,020,956	31,494	3,075,217
4	2,105,617	1,074,741	31,872	3,180,359
5	2,158,258	1,130,925	32,255	3,289,183
<i>Subtotal, initial term</i>	<i>10,277,568</i>	<i>4,787,726</i>	<i>152,762</i>	<i>15,065,294</i>
6	2,212,214	1,189,608	32,642	3,401,822
7	2,267,520	1,250,891	33,033	3,518,411
Total	\$14,757,301	\$7,228,225	218,437	\$21,985,526

Source: Office of Contract Administration

As shown in Exhibit 2, the estimated costs under the proposed contract are approximately \$15.1 million for the first five years of the contract (July 2022 through June 2027), and approximately \$22 million if the Department exercises the two-year extension option through June 2029. According to OCA staff, the projected costs are only an initial estimate based on the assumption that the downtown City core will return to pre-pandemic population levels and that total tonnage of biosolids will increase 1.2 percent each year of the contract after 2022. The estimates also assume that the costs per ton at each site will increase by 2.5 percent each year based on inflation price adjustments, which are allowed in the contract.

According to Department staff, it is estimated that 17,500 tons will be sent to the Lystek Fairfield facility and 8,520 tons will be sent to the SynaGro facility during the first year of the contract, and that the tons of biosolids sent to the SynaGro facility will increase by 2.6 percent each year until the final year of the contract when SynaGro will eventually be processing 15,930 tons (from July 2028 – June 2029). Overall, the cost estimate projects that a total of 152,762 tons of biosolids will be processed over the course of the initial 5-year term and an additional 65,675 tons would be processed if the 2-year extension option is exercised, for total tonnage of 218,437 from July 2022 through June 2029. Due to the impact of COVID-related population fluctuations, and uncertainty regarding the number of commuters projected to return to the City over the next

few years, OCA cannot provide estimates with certainty.

According to the Department, the remaining \$814,474 in the contract's \$22.8 million not to exceed amount may be needed as a buffer to account for additional potential price adjustments based on the Consumer Price Index (CPI).

Increase in Costs from Prior Contract 63001

According to the Department, \$5,549,668 (out of \$5,700,000 available) was spent under the previous contract for biosolids management for the processing of 78,378 tons of biosolids at the Lystek Fairfield OMRC facility for an average cost per wet ton of \$70.81.²

Under the previous Lystek contract, costs ranged between \$70-73.23 per ton to process at the Lystek Fairfield OMRC site, depending on whether the biosolids were sourced from the Oceanside or Southeast treatment plants.³ Under the proposed contract, processing costs at the Fairfield site have increased approximately 55 percent (from an average of \$72 to approximately \$112). According to Department staff, the cost increase is due to increase in the costs of several components of the service. Potassium hydroxide, a key part of the Lystek process, has increased from \$0.28 to \$0.56 per pound, a 100% increase, from January 2022 to June 2022. The price of transporting liquid fertilizer to ranchers, a responsibility of the contractor, has increased by 55% over 2021 rates due to fuel cost increases and a shortage of drivers. Labor costs as well as propane have also increased. These four items, which have increased in cost since 2017, represent the majority of the contractor's per unit processing costs. If operating costs do decrease significantly, as indicated by the regional consumer price index, the Department will consider rebidding the contract after 5 years.

Funding Source

Contract costs will be paid for by SFPUC wastewater rate payers.

RECOMMENDATIONS

1. Amend the proposed resolution to correctly state the not-to-exceed amount of 22,800,000 instead of 22,400,000.
2. Approve the resolution, as amended.

³ The proposed contract's processing rates are the same for both of the City's wastewater treatment facilities.

<p>Items 4, 5, 6 and 7 Files 22-0601, 22-0602, 22-0603, and 22-0604</p>	<p>Department: Office of Contract Administration (OCA)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolutions would authorize OCA to approve the following contracts with (i) Kemira Water Solutions for the purchase of ferric chloride and ferrous chloride with a not to exceed amount of \$26,000,000 (File 22-0601); (ii) TR International for the purchase of ferric chloride and ferrous chloride for a not to exceed amount of \$28,000,000 (File 22-0602); (iii) Univar Solutions USA Inc. for the purchase of sodium hypochlorite for a not to exceed amount of \$74,000,000. (File 22-0603); and (iv) Univar Solutions USA Inc. for the purchase of sodium bisulfite a not to exceed amount of \$19,000,000. (File 22-0604). <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Ferric chloride, ferrous chloride, sodium hypochlorite, and sodium bisulfite are required to process wastewater and water at facilities operated by the San Francisco Public Utilities Commission (SFPUC) and the Airport. • The Office of Contract administration procured the proposed contracts with competitive solicitations. Contracts were awarded to the lowest cost bids. Out of a total of two bidders, Univar Solutions USA Inc. (Univar) provided the lowest bid, and therefore was selected to be the supplier for sodium hypochlorite. Univar also provided the only bid for sodium bisulfite. Out of a total of two bids, Kemira Water Solutions provided the lowest bid, and therefore was selected to the primary awardee of ferric chloride and ferrous chloride. TR International was selected as the secondary awardee of ferric chloride and ferrous chloride. According to OCA, the reason there may have been a low number of bidders is because of the current state of the supply chain, such as the instability of chemical raw materials and increased fuel and transportation costs, has constrained potential vendors delivery capacity. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed not-to-exceed amounts are projections based on the bid amounts of each vendor multiplied by the total number of contract years (seven), rounded to the nearest million. Bid amounts are based on the City’s estimated annual quantity for each chemical and the price per gallon for each delivery location. Cost will be funded by the Water and Wastewater Enterprises and the Airport. • Prices for these chemicals increased by 23 to 142 percent between the current and proposed contracts. The proposed contracts allow price changes based on the relevant Producer Price Indexes (PPI) prepared by the Bureau of Labor Statistics every six months for the first two years of each contract and then annually thereafter. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolutions. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Pursuant to Chapter 21 of the Administrative Code, the Office of Contract Administration (OCA) selects commodity and general services¹ suppliers through a low-bid solicitation process (instead of a Request for Proposal) to provide multiple chemicals used for the City's wastewater and water treatment process. In a low-bid solicitation, the vendor with the lowest bid price is awarded the contract. In March 2022, OCA issued an invitation for bids for the purchase of multiple chemicals² for the City's wastewater and water treatment process, which includes ferric and ferrous chloride, sodium hypochlorite, and sodium bisulfite. A total of fifteen contracts were awarded. Four contracts (the proposed resolutions) for sodium hypochlorite, sodium bisulfite and ferric ferrous chloride exceeded \$10 million, and therefore, required Board of Supervisors' approval.

Procurement Results

Out of a total of two bidders, Univar Solutions USA Inc. (Univar) provided the lowest bid, and therefore was selected to be the supplier for sodium hypochlorite. Univar also provided the only bid for sodium bisulfite. Out of a total of two bids, Kemira Water Solutions provided the lowest bid, and therefore was selected to be the primary awardee of ferric chloride and ferrous chloride. TR International was selected as the secondary awardee of ferric chloride and ferrous chloride. According to OCA, the primary awardee is the first source for the awarded goods, and the secondary awardee is a backup source. In the event the primary awardee fails to provide ferric ferrous chloride in accordance with the contract terms, the secondary awardee will then be required to provide the chemical until the primary awardee is ready and able to provide the chemicals.

Low Number of Bidders

According to OCA, the reason there may have been a low number of bidders is because of the current state of the supply chain, such as the instability of chemical raw materials and increased fuel and transportation costs, has constrained potential vendors delivery capacity. In addition, a

¹ The chemicals of the proposed contracts fall under the "commodity and general services" definition. As defined in Chapter 21, "commodity" shall specifically exclude legal and litigation related contracts or contracts entered into pursuant to settlement of legal proceedings, and employee benefits, including, without limitation, health plans, retirement or deferred compensation benefits, insurance and flexible accounts, provided by or through the City's Human Resources Department or the Retirement Board. "General Services" shall mean those services that are not Professional Services. General services include, but are not limited to, janitorial, security guard, pest control, parking lot management, and landscaping services.

² Ferric Ferrous Chloride, Sodium Hypochlorite, Sodium Hydroxide, Hydrofluosilicic Acid, Sodium Bisulfite, Aluminum Sulfate, Calcium Thiosulfate, Sulfuric Acid, Citric Acid, Antiscalant, GreenClean Liquid 5.0 Algaecide, Lime and Sodium Hypochlorite Small Sites

bidder who is a chemical distributor may not want to bid if the bidder knows the chemical manufacturer is also submitting a bid.

Prior to the solicitation, OCA and PUC formed created a Chemical Working Group with staff from SFPUC to develop a procurement strategy. The solicitation provided information to bidders that was not provided in previous solicitations such as for each location providing the number of storage tanks, storage capacity, number of deliveries and volume per delivery so bidders had more information to better forecast numbers on their end to submit a bid. OCA reports that it reached out to 24 bidders and followed up periodically with all bidders.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would authorize OCA to approve the following contracts for the purchases of multiple chemicals:

1. **File 22-0601:** Kemira Water Solutions for the purchase of ferric ferrous chloride with an initial not to exceed amount of \$11,200,000 for three years, and \$14,800,000 for an extension option of four additional years. The proposed total not to exceed amount is \$26,000,000.
2. **File 22-0602:** TR International for the purchase of ferric ferrous chloride with an initial not to exceed amount of \$12,000,000 for three years, and \$16,000,000 for an extension option of four additional years. The proposed total not to exceed amount is \$28,000,000.
3. **File 22-0603:** Univar Solutions USA Inc. for the purchase of sodium hypochlorite with an initial not to exceed amount of \$32,000,000 for three years, and \$42,000,000 for an extension option of four additional years. The proposed total not to exceed amount is \$74,000,000.
4. **File 22-0604:** Univar Solutions USA Inc. for the purchase of sodium bisulfite with an initial not to exceed amount of \$8,000,000 for three years, and \$11,000,000 for an extension option of four additional years. The proposed total not to exceed amount is \$19,000,000.

All four of the proposed contracts have a total term of seven years from July 1, 2022 through June 30, 2029.

Goods Provided

The vendors will supply and deliver ferric chloride and ferrous chloride³, sodium hypochlorite⁴ and sodium bisulfite⁵ to the City. These chemicals are required to process wastewater and water at facilities operated by the San Francisco Public Utilities Commission (SFPUC) and the Airport. The chemicals are used for the City's drinking water treatment process, wastewater disinfection process, and water disinfection process to meet drinking water regulations. Exhibit 1 shows the estimated annual quantity of chemicals and delivery locations for each vendor.

³ Ferric chloride and ferrous chloride are used for the City's drinking water treatment process and controls odor, and manage sludge in the wastewater treatment process

⁴ Sodium hypochlorite is used to disinfect water to meet drinking water regulations.

⁵ Sodium bisulfite is used to remove residual chlorine in the wastewater disinfection process.

Exhibit 1: Summary of Estimated Annual Quantity of Chemicals and Delivery Locations by Vendor

Vendor	Chemical	Estimated Annual Quantity	Delivery Locations
Kemira Water Solutions (File 22-0601)	Ferric and ferrous chloride	1,270,700 gallons	Southeast Plant, Oceanside Plant, Northpoint Facility, Griffith Pump Station, Harry Tracy Water Treatment Plant, Mel Leong Treatment Plant at SFO Airport
TR International (File 22-0602)	Ferric and ferrous chloride	No estimated annual usage for secondary awardee	Southeast Plant, Oceanside Plant, Northpoint Facility, Griffith Pump Station, Harry Tracy Water Treatment Plant, Mel Leong Treatment Plant at SFO Airport
Univar (File 22-0603)	Sodium hypochlorite	5,683,200 gallons	Northpoint Facility, Channel Street Pump Station, Southeast Plant, Oceanside Plant, Treasure Island Plant, University Mound Reservoir, Harry Tracy Water Treatment Plant, Tesla Treatment Plant, Sunol Valley Treatment Plant, Sunol Valley Chloramination Facility, Site 3100, Pulgas Dechloramination Facility, Mel Leong Treatment Plant at SFO Airport, Merced Manor Reservoir – Central Pump Station, Millbrae Yard, F Street Well and Treatment Facility
Univar (File 22-0604)	Sodium bisulfite	1,347,900 gallons	Northpoint Facility, Southeast Plant, Pulgas Dechloramination Facility, Treasure Island Plant, Sunol Valley Chloramination Facility, and Oceanside Plant

Source: OCA and Contract Documents

According to OCA, the estimated annual volume of each chemical is based on usage reports from the previous year and analysis of historical data and unpredictable factors such as rain and drought which would dictate the amount of chemicals used at the wastewater and water treatment facilities. We were provided usage reports from the Wastewater Enterprise but not Water Enterprise so we could not verify the actual usage amount of the chemicals. The proposed term contracts set terms and prices for chemical purchases; they do not require ongoing purchases.

Performance measures and outcomes are not tracked nor required for the proposed contracts.

FISCAL IMPACT

Exhibit 2 below shows a summary of the bid and total not-to-exceed amounts of the four proposed contracts. The proposed not-to-exceed amounts are projections based on the bid amounts of each vendor multiplied by the total number of contract years (seven), rounded to the

nearest million. Bid amounts are based on the City's estimated annual quantity for each chemical and the price per gallon for each delivery location. According to OCA, it is the department's practice to round up the proposed contract amount. The not-to-exceed amounts are not a guarantee that the City will buy the proposed total amount of chemicals but is a not-to-exceed limit.

Exhibit 2: Summary of Proposed Contract Bid and Not-to-Exceed Amounts (Files 22-0601, 22-0602, 22-0603, and 22-0604)

Vendor	Chemical	Bid Amount	Total Not-to-Exceed Amount
Kemira Water Solutions (File 22-0601)	Ferric and ferrous chloride	\$3,709,409	\$26,000,000
TR International (File 22-0602)	Ferric and ferrous chloride	3,985,256	28,000,000
Univar (File 22-0603)	Sodium hypochlorite	10,529,184	74,000,000
Univar (File 22-0604)	Sodium bisulfite	2,638,893	19,000,000

Source: OCA

Funding sources are operating funds from SFPUC's Water Enterprise and Wastewater Enterprise, as well as operating funds from the Airport. SFPUC operating funds are funded by utility ratepayers (water and wastewater customers). Airport operating funds are from revenue collected by Airport tenants, concessions, and parking. According to OCA, if prices for the chemicals improve, OCA will rebid all contracts in three years.

Change in Chemical Costs

The proposed contracts for ferric chloride, ferrous chloride, and sodium bisulfite show significant cost increases for each chemical, summarized below in Exhibit 3.

Exhibit 3: Current and Proposed Chemical Prices

Chemical	Unit	Current Price	Proposed Price	\$ Change	% Change
Ferric chloride	Ton	\$1,119.91	\$2,715.24	\$1,595.33	142%
Ferrous chloride	Ton	\$1,071.13	\$1,406.24	\$335.11	31%
Sodium bisulfite	Ton	\$1,485.00	\$1,832.60	\$347.60	23%
Sodium hypochloride	Dry Pound	\$0.956	\$1.51	\$0.55	58%

Source: Current and Proposed Contracts

Note:

As shown above, chemical prices in each contract increased by 23 to 142 percent. According to OCA, this is because chemical prices are influenced by many factors including but not limited to, increased use of sodium bisulfite in food and beverage production, inflation in energy, transportation and shipping costs, plant shutdowns due to supply shortages.

The proposed contracts allow price changes based on the relevant Producer Price Indexes (PPI) prepared by the Bureau of Labor Statistics every six months for the first two years of each

contract and then annually thereafter. Given the volatility and escalation in these chemical prices, SFPUC and OCA have revised the price adjustment formula that will allow the City to address fluctuations every six months rather than annually, updated invoicing and delivery procedures for the supply of chemicals and will award a Secondary Contractor (TR International) for ferric chloride and ferrous chloride if the Primary Contractor (Kemira) fails to ensure a stable supply of reasonably priced chemicals.

RECOMMENDATION

Approve the proposed resolutions.

Item 8
File 22-0599

Department: Office of Contract Administration (OCA)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the fifth amendment to the contract between OCA and Professional Contractor Supply for the purchase of hardware supplies for City Departments, increasing the total not-to-exceed contract amount by \$4,000,000 from \$7,500,000 to \$11,500,000, with no change to the contract term of August 15, 2017 through July 14, 2025.

Key Points

- On August 15, 2017, OCA entered into an as-needed contract with Professional Contractor Supply for hardware supplies. The original contract was awarded following a competitive process for a not-to-exceed amount of \$3,000,000, and a term of three years, from August 15, 2017 through July 14, 2020.
- The contract has been amended four times, most recently on July 27, 2021, extending the contract by four years for a new total contract term August 15, 2017 through July 14, 2025; increasing the not-to-exceed amount to \$7,500,000; and allowing for Catalog Prices Increases.
- As a result of this contract, City Departments are offered a range of equipment and supplies for purchase at a catalog discount price rate that ranges from 28-44 percent off the list price for a particular good

Fiscal Impact

- City Departments use this contract on an as-needed basis based on their business needs and available funding.
- From August 15, 2017 through April 15, 2022, \$6.8 million of the contract's \$7,500,000 not-to-exceed amount has been spent. The average monthly spend is \$122,282, and there are 38 months remaining in the contract, therefore an estimated \$4.6 million more will be spent from April 15, 2022 through the contract term end date of July 14, 2025. Given this calculation, the OCA proposes increasing the contract not-to-exceed amount by \$4,000,000.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

On May 5, 2017, the Office of Contract Administration (OCA) issued an invitation for bids for an as-needed Hardware Supplies term contract (TC89400). Two out of three of the bidders, one of whom was Professional Contractor Supply, were deemed qualified and selected based on their low bids on 24 items.

On August 15, 2017, OCA entered into a contract with Professional Contractor Supply for hardware supplies. The original contract not-to-exceed amount was \$3,000,000 for a term of three years, from August 15, 2017 through July 14, 2020. The contract has been amended four times, as summarized below:

- Modification No. 1 (August 6, 2019): Allowed for Catalog Price Increases.
- Modification No. 2 (April 22, 2020): Allowed for the contract term to be extended one year, from July 14, 2020 to July 14, 2021; increased contract not-to-exceed amount by \$1,500,000 from \$3,000,000 to \$4,500,000; and updated contract terms to incorporate updates to the City Municipal Code.
- Modification No. 3 (October 27, 2020): Allowed for an increase in the contract not-to-exceed amount from \$4,500,000 to \$5,500,000
- Modification No. 4 (July 27, 2021): Allowed for a contract end date extension by four years for a new total contract term August 15, 2017 through July 14, 2025; Increased the not-to-exceed amount from \$5,500,000 to \$7,500,000; and allowed for Catalog Prices Increases.

As a result of this contract, City Departments are offered a range of equipment and supplies for purchase at a catalog discount price rate that ranges from 28-44 percent off the list price for a

particular good.¹ For example, an “18 Gauge Shear” that has a list price of \$329.16 would cost a City Department 39 percent less, or \$200.79.²

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the fifth amendment to the contract between OCA and Professional Contractor Supply for the purchase of hardware supplies for City Departments, increasing the total not-to-exceed contract amount by \$4,000,000 from \$7,500,000 to \$11,500,000, with no change to the contract term of August 15, 2017 through July 14, 2025.

FISCAL IMPACT

City Departments use this contract on an as-needed basis based on their business needs and available funding. As the contract with Professional Contract Supply approaches less than 30 percent remaining balance, OCA reevaluates whether the capacity, including the term length and not-to-exceed amount, should be increased.

From August 15, 2017 through April 15, 2022, \$6.8 million of the contract’s \$7,500,000 not-to-exceed amount has been spent. The average monthly spend is \$122,282, and there are 38 months remaining in the contract, therefore an estimated \$4.6 million more will be spent from April 15, 2022 through the contract term end date of July 14, 2025. Given this calculation, the OCA proposes increasing the contract not-to-exceed amount by \$4,000,000. See Exhibit 1 below.

¹ HVAC Equipment and Supplies, Pipes, Valves and Fittings, Hand Tools, Power Tools, Power Tool Supplies and Accessories, Material Handling, storage and Packaging, Safety and Security Supplies, Personal Protective Equipment, Electric Equipment and Supplies, Hardware and Fasteners, Batteries and Flashlights, Pumps and Plumbing Supplies, Pneumatic Tools and Supplies, Welding and Soldering Supplies, Outdoor Garden Equipment and Supplies, Paint, Lubricants, Sealants, Accessories, Metal Working and Machine Cutting Tools, Absorbents, Locks, Padlocks and Door Parts, Emergency Preparedness, Construction and Building Materials, and Cement

² Appendix A to Citywide Hardware Supplies Contract Modification No. 4. Modification No. 4 increased catalog prices effective July 27, 2021.

Exhibit 1. Citywide Hardware Supplies Contract with Professional Contractor Supply Usage Calculations

Total Spend to Date	\$6,847,8112
Months Since Contract Start Date (August 15, 2017), as of April 2022	56
Monthly Spend	\$122,282
Annual Spend	\$1,467,388
Number of Months Remaining (July 14, 2025)	38
Monthly Spend * Number of Months Remaining:	\$4,646,730
Less Current Balance:	\$652,188
Total Additional Funds Needed:	\$3,994,541

Source: OCA

Annual spending increased from \$1,055,542 in FY 2020-21 to \$4,036,095 to date in FY 2021-22. The increase in spending is primarily driven by purchases from MTA and PUC.

RECOMMENDATION

Approve the proposed resolution.

<p>Item 9 File 22-0537</p>	<p>Department: San Francisco Public Utility Commission</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed ordinance extends delegation of authority to enter into grant agreements under the SFPUC’s Green Infrastructure Grant Program to the SFPUC General Manager by two years through July 1, 2024. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The San Francisco Public Utilities Commission (SFPUC) Green Infrastructure Program awards grants of up to \$2 million to owners of properties of at least 0.5 acres with large, impervious areas to implement vegetation, soils, and other elements to soak up and store stormwater to support water conservation and reduce stormwater drainage. The maximum grant award is \$2 million. Grant recipients are required to maintain the green infrastructure for 20 years with the SFPUC authorized to conduct project inspections • The proposed ordinance incorporates changes to the program since the prior Board approval in June 2020. The ordinance increases the maximum cost per acre of stormwater managed from \$765,000 to \$930,000 with no change to total maximum grant award of \$2 million). Previous grants are amended to allow recipients to seek additional funding for unforeseen conditions during construction. The ordinance approves an increase in planning and design costs from 20% to 30% of total grant award. In addition to property owners, for-profit or nonprofit entities, individuals, or governmental entities may now apply for funding. Finally, grants will be awarded through a competitive application cycle, as opposed to a first come, first serve basis. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The Board of Supervisors authorized \$12 million in Sewer System Improvement Program funds in the SFPUC FY 2018-19 capital budget, funded by Wastewater Revenue Bonds. Since implementation of the Green Infrastructure Program, SFPUC has awarded \$11.5 million in grants (including contingencies) and spent \$450,000 on program costs, with \$26,346 in remaining funds. • SFPUC will allocate \$20,317,000 in new Green Infrastructure funds to the program, of which \$10,000,000 was appropriated in the FY 2022-23 capital budget and \$10,317,000 in the FY 23-24 capital budget. The source of funding is Wastewater Revenue Bonds. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Because the proposed extension of delegation of authority is consistent with prior Board of Supervisors actions, we recommend approval. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The City has a combined sewer and stormwater system, and during periods of high rainfall, stormwater drainage can overwhelm the sewer system. The San Francisco Public Utilities Commission (SFPUC) Green Infrastructure Program awards grants of up to \$2 million to owners of properties of at least 0.5 acres with large, impervious areas to implement vegetation, soils, and other elements to soak up and store stormwater to support water conservation and reduce stormwater drainage. Examples of such projects include replacing impervious surfaces with permeable pavement and rain gardens and constructing vegetated roofs. To be eligible, a proposed project must be capable of capturing runoff from storms with rainfalls that exceed the 90th percentile or 0.75-inch total depth. SFPUC enters into 20-year grant agreements with property owners, which require the property owners to maintain the green infrastructure during the term of the agreements.

In February 2019 the Board of Supervisors authorized the San Francisco Public Utilities Commission (SFPUC) to make grants to owners of San Francisco properties with large, impervious areas to construct green infrastructure projects on their parcels, using vegetation, soils, and other elements and practices that mimic nature to soak up and store stormwater (File 18-1113, Ordinance 26-19). The ordinance authorized the SFPUC General Manager to approve agreements with terms of up to 20 years without further approval of the Board of Supervisors. Funding for the program was provided through SFPUC’s Green Infrastructure Program for grants up to \$2 million. In June 2020, the Board of Supervisors amended the ordinance (File No. 20-0454) to extend the SFPUC General Manager’s authority for an additional two years through July 1, 2022 and authorized the General Manager to execute new agreements without requiring prior approval by the SFPUC Commission at a public hearing. The ordinance required the SFPUC to submit quarterly written reports to the Board of Supervisors summarizing the grant agreements the SFPUC has entered into during the prior quarter.

DETAILS OF PROPOSED LEGISLATION

The proposed ordinance extends delegation of authority to enter into grant agreements under the SFPUC’s Green Infrastructure Grant Program to the SFPUC General Manager by two years through July 1, 2024.

The maximum term of these grant agreements is 20 years from the time of the project completion date, as defined in the grant agreement. The SFPUC will still be required to submit quarterly reports to the Clerk of the Board of Supervisors summarizing agreements the SFPUC

has entered into during the prior quarter. Grant recipients are required to maintain the green infrastructure for 20 years with the SFPUC authorized to conduct project inspections and to claim remedies should grantees fail to maintain the project for the full term of the agreed upon project period.

The proposed ordinance incorporates several additional changes to the program since the prior Board approval in June 2020. The ordinance increases the maximum cost per acre of stormwater managed from \$765,000 to \$930,000 to account for inflation. (There is no change to total maximum grant award of \$2 million). Previous grants are amended to allow recipients to seek additional funding for unforeseen conditions during construction. The ordinance approves an increase in planning and design costs from 20% to 30% of total grant award. In addition to property owners, for-profit or nonprofit entities, individuals, or governmental entities may now apply for funding. Finally, grants will be awarded through a competitive application cycle, as opposed to a first come, first serve basis.

Performance monitoring

SFPUC has provided a summary of actions undertaken to date by SFPUC of performance review and verification that grant funds are being properly allocated and properly spent, as shown in Exhibit 1. According to Ms. Sarah Bloom (Senior Watershed Planner), expenditure verification is not conducted until the 2nd grant payment request for construction funds. Projects in the design phase are required to submit interim plans for SFPUC review.

Exhibit 1: Program oversight

Project Name	Verification activities to Date
Lafayette Elementary School	Proof of paid invoices, final construction inspection; annual maintenance inspection
St. Thomas More School	Review of interim design submittals
Bessie Carmichael Middle School	Proof of paid invoices, final construction inspection, annual maintenance inspection
Lycee Francais SF Ortega Campus	Proof of paid invoices, interim construction inspections
Holy Trinity Greek Orthodox Church	Progress check ins with grant teams, working towards first design submittal
Crocker Amazon Park	Progress check ins with grant teams, working towards first design submittal
St. Thomas the Apostle	Progress check ins with grant teams, working towards first design submittal
St. Monica Catholic Church	Progress check ins with grant teams, working towards first design submittal
St. Anne of the Sunset	Review of interim design submittals
St. Emydius Church and School	No expenditures paid yet, execution of grant agreement in progress
Church of the Visitacion	No expenditures paid yet, execution of grant agreement in progress

FISCAL IMPACT

The Board of Supervisors authorized \$12 million in Sewer System Improvement Program funds in the SFPUC FY 2018-19 capital budget, funded by Wastewater Revenue Bonds. Since implementation of the Green Infrastructure Program, SFPUC has awarded \$11.5 million in grants (including contingencies) and spent \$450,000 on program costs, with \$26,346 in remaining funds. Exhibit 2 shows the sources and uses of total program funding and awards.

Exhibit 2: Sources and Uses SFPUC GI Grant Program (FY20-22)

Sources:	
Sewer System Improvement Program	\$12,000,000
Total Sources:	\$12,000,000
Uses:	
Lafayette Elementary School	\$487,891
St. Thomas More School	\$1,118,958
Bessie Carmichael Middle School	\$428,075
Lycee Francais SF Ortega Campus	\$480,985
Holy Trinity Greek Orthodox Church	\$1,577,161
Crocker Amazon Park	\$859,151
St. Thomas the Apostle	\$724,227
St. Monica Catholic Church	\$641,413
St. Anne of the Sunset	\$1,557,898
St. Emydius Church and School	\$873,136
Church of the Visitation	\$1,727,103
<i>Grant Subtotal</i>	<i>\$10,475,998</i>
<i>Grant Contingency (10%)</i>	<i>\$1,047,600</i>
Project Management Consultant	\$371,655
SFPUC Labor	\$78,401
<i>Administrative Subtotal</i>	<i>\$450,056</i>
Total Uses	\$11,973,654
Remaining Program Balance	\$26,346

SFPUC will allocate \$20,317,000 in new Green Infrastructure funds to the program, of which \$10,000,000 was appropriated in the FY 2022-23 capital budget and \$10,317,000 in FY 23-24 capital budget. The source of funding is Wastewater Revenue Bonds. Exhibit 3 shows the \$20.3 million funding allocation in FY 2022-23 and FY 2023-24, of which \$0.5 million is for program costs and \$19.7 million is allocated to grants and contingencies.

Exhibit 3: Projected Sources and Uses of SFPUC GI Grant Program (FY22-24)

Sources:	
Wastewater Revenue Bonds (new allocation)	\$20,317,000
Rollover Funds from Prior Years	\$26,346
Total Sources:	\$20,343,346
Uses:	
Project Management Consultant	\$450,000
SFPUC Labor	\$100,000
<i>Administrative Subtotal</i>	<i>\$550,000</i>
Total Projected Uses	\$550,000
Total Projected Available Grant Funds	\$19,793,346

RECOMMENDATION

Because the proposed extension of delegation of authority is consistent with prior Board of Supervisors actions, we recommend approval.

<p>Item 15 File 22-0554</p>	<p>Department: Police Department (POL)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution authorizes the Director of Property, on behalf of the Police Department, to amend the lease of real property located at 750 and 752 Vallejo Street with Evans Investment Partners, LLC, at a base rent of \$120,792 per year and extends the term of the lease for five years for a total term of August 15, 2017 through August 15, 2027. In addition, the proposed amended lease adds two additional five-year options to extend the lease at 95 percent fair market rental value and allows for tenant improvements not to exceed cost to the City of \$241,582. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The City has an existing lease with Evans Investment Partners, LLC for a portion of the building located at 752 Vallejo Street, next to Central Station, which is used by 10 Police investigators. The Police Department desires to extend and expand the existing leased site to include 750 Vallejo Street to provide sufficient office space for 12 other investigative unit personnel who have been located in the Central Station squad room on a temporary basis. • Under the proposed amended lease, the landlord will provide a tenant improvement allowance of \$25,800 for the expansion and the City will pay for additional tenant improvements up to \$241,582, for a total of up to \$267,382 in tenant improvements. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Base rent starts at \$120,792 and escalates by 3 to 5 percent annually. Total annual costs, including base rent, taxes, maintenance, and utilities starts at \$158,561. Rent and operating costs for the five-year term would be \$837,583. Costs are paid by the General Fund. • The proposed base rent of \$47 per square foot is less than the current base rent of \$58.48, which provides approximately \$150,000 in savings over five years and offsets the City’s tenant improvement costs of \$241,582. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • The City’s Ten-Year Capital Plan for Fiscal Years 2022-2031 notes that Central Station is “functionally inadequate” and recommends that it be replaced. The estimated replacement cost is \$75 million and states that it will likely be funded by a future earthquake and emergency response (ESER) safety general obligation bond. • Real Estate reports it has requested an updated to March 2021 appraisal, which will be ready prior to the June 16, 2022 Government Audit and Oversight meeting. <p style="text-align: center;">Recommendations</p> <ol style="list-style-type: none"> 1. Request the Capital Planning Committee, Public Works, and the Police Department ensure that the Central Station Replacement plan include sufficient space for investigative staff to allow the City to terminate this lease once the new station is fully developed. 2. Approve the proposed resolution, subject to the findings of the pending appraisal report. 	

MANDATE STATEMENT

Administrative Code Section 23.27 states that the Board of Supervisors shall approve all leases on behalf of the City as tenant by resolution for which the term is longer than a year and costs over \$15,000 per month.

BACKGROUND**Current Lease**

The City, on behalf of the Police Department, has an existing lease with Evans Investment Partners, LLC for a portion of the building located at 752 Vallejo Street that is dated May 1, 2017 to provide office space for the investigative unit of Central Station. The leased premises are 750 square feet. The rent of the current lease is \$58.48 per square foot per year. The site is adjacent to Central Station and is separated by Emery Lane. The existing lease will expire on August 15, 2022.

The Police Department desires to extend and expand the existing leased site by an additional 1,820 square feet to include 750 Vallejo Street for a total of 2,570 square feet to provide sufficient office space for investigative unit personnel who have been located in the Central Station squad room on a temporary basis. This will provide additional space and privacy for investigators and allow officers to use the squad room for line-ups and briefings.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the Director of Property, on behalf of the Police Department, to amend the lease of real property located at 750 and 752 Vallejo Street with Evans Investment Partners, LLC, at a base rent of \$120,792 per year and extends the term of the lease for five years for a total term of August 15, 2017 through August 15, 2027. In addition, the proposed amended lease adds two additional five-year options to extend the lease at 95 percent fair market rental value and allows for tenant improvements not to exceed cost to the City of \$241,582.

Lease Details

Exhibit 1 below shows the proposed lease terms.

Exhibit 1: Proposed Lease Terms

Premises	First floor of 750 and 752 Vallejo Street
Rental area	2,570 square feet
Base rent	\$47.00 per square foot per year (\$120,790 annually)
Base rent adjustments	Three percent per year, based on regional inflation
Term start and end	August 15, 2017 through August 15, 2027
Options to extend	Two additional five-year options to extend
Utility costs	Paid by landlord, except for separately metered utilities
Janitorial Services	Paid by City
Real Estate Taxes & Building Operating Costs	24.05% of Real Estate Taxes and Building Operating Costs Paid by City

Source: Real Estate Division

Consistent with the current lease, the proposed lease stipulates that the Landlord will pay for utilities for the building, except for any separately metered utilities, which are to be paid by the City. The lease also requires that the City pay a portion of the real estate taxes and building operating costs based on the proportion of square footage of the leased premises compared to the building overall, which is increasing due to the expansion.

Tenant Improvements

Under the proposed amended lease, the landlord will provide a tenant improvement allowance of \$25,800 for the expansion (\$14.18 per square foot), and the City will pay for additional tenant improvements up to \$241,582, for a total of up to \$267,382 in tenant improvements. According to Jeff Suess, Senior Real Property Officer at the Real Estate Division, tenant improvements would include 2 new ADA restrooms, 2 offices, HVAC, paint and carpet, life safety systems, 12 workstations, rolling shutter for front entrance, ballistic panels and associated soft costs, and be completed within 30 to 60 days of execution of the proposed amended lease, depending on the availability of contractors and supplies.

Site Appraisal

The Real Estate Division obtained an appraisal from Colliers International Valuation and Advisory Services which determined that the proposed rent of \$47 per square foot per year was consistent with fair market rent as of March 2021.

Site Use

The Police Department plans to use the expanded site as additional office space for the Investigative Unit. The Police Department currently has 10 officers at the site and will move the remaining 12 officers temporarily located in the Central Station squad room if the proposed amended lease is approved. The space use of 117 square foot per officer is reasonable.

FISCAL IMPACT

The proposed resolution authorizes the lease of 750 and 752 Vallejo Street to the City for a base rent of \$120,792 annually, or \$47.00 per square foot per year. Exhibit 2 shows a breakdown of the rent and associated costs with the lease of the site:

Exhibit 2: Annual Base Rent and Operating Costs for 750 and 752 Vallejo Street Lease

Item	Cost
Rent	\$120,792
Real Estate Taxes & Building Maintenance	\$22,092
Janitorial & Security	\$7,967
Utilities	\$7,710
Total	\$158,561

Source: Real Estate Division.

As shown in Exhibit 2 above, the total annual costs for the proposed lease are \$158,561. The proposed lease increases rent annually by three percent. Therefore, the rent and operating costs for the five-year term would be \$837,583, assuming service costs escalate at three percent annually and real estate taxes escalate at two percent annually. If the two five-year options to extend are exercised, we estimate the costs for the option term would be between \$2,055,377, for a total cost of \$2,892,960. The proposed lease costs are funded by the General Fund within the Police Department’s Operating budget.

Change in Base Rent and Total City Costs

The proposed base rent of \$47 per square foot is less than the current base rent of \$58.48, which provides approximately \$150,000 in savings over five years and offsets the City’s tenant improvement costs of \$241,582.

POLICY CONSIDERATION

Central Station Replacement

The City’s Ten-Year Capital Plan for Fiscal Years 2022-2031 notes that Central Station is “functionally inadequate” and recommends that it be replaced. The estimated replacement cost is \$75 million and states that it will likely be funded by a future earthquake and emergency response (ESER) safety general obligation bond. The most recent ESER bond authorization, \$628

million for 2020 ESER bonds (Files 20-1294 & 20-1295) did not include Central Station in the project list but did include funding for Taraval and Ingleside Stations.

We recommend the Board of Supervisors request the Capital Planning Committee, Public Works, and the Police Department ensure that the Central Station Replacement plan include sufficient space for investigative staff to allow the City to terminate this lease once the new station is fully developed.

Appraisal

Administrative Code Section 23.27 states that an appraisal is required for all City-as-tenant leases if the cost per square foot is more than \$45 and that such appraisals be completed within nine months prior to when the legislation approving the lease is submitted to the Board of Supervisors. The date of the appraisal for 752 Vallejo is March 5, 2021 or 14 months prior proposed resolution's May 2022 introduction date. For this reason, we consider approval to be a policy matter for the Board of Supervisors. Real Estate reports it has requested an updated to the appraisal, which will be ready prior to the June 16, 2022 Government Audit and Oversight meeting.

RECOMMENDATIONS

1. Request the Capital Planning Committee, Public Works, and the Police Department ensure that the Central Station Replacement plan include sufficient space for investigative staff to allow the City to terminate this lease once the new station is fully developed.
2. Approve the proposed resolution, subject to the findings of the pending appraisal report.



SFMTA

Parking Meter Coin and Parking Data Collection Services

Streets Division, SFMTA

Presented by: Alexiy E. Sukhenko

Contract overview

- Ten-year agreement (five base + five extension)
- Not-to-exceed amount: \$50.8M
- Prevailing wages, union workforce
- 98% of staff San Francisco residents
- Ability to reduce variable costs as coin use declines



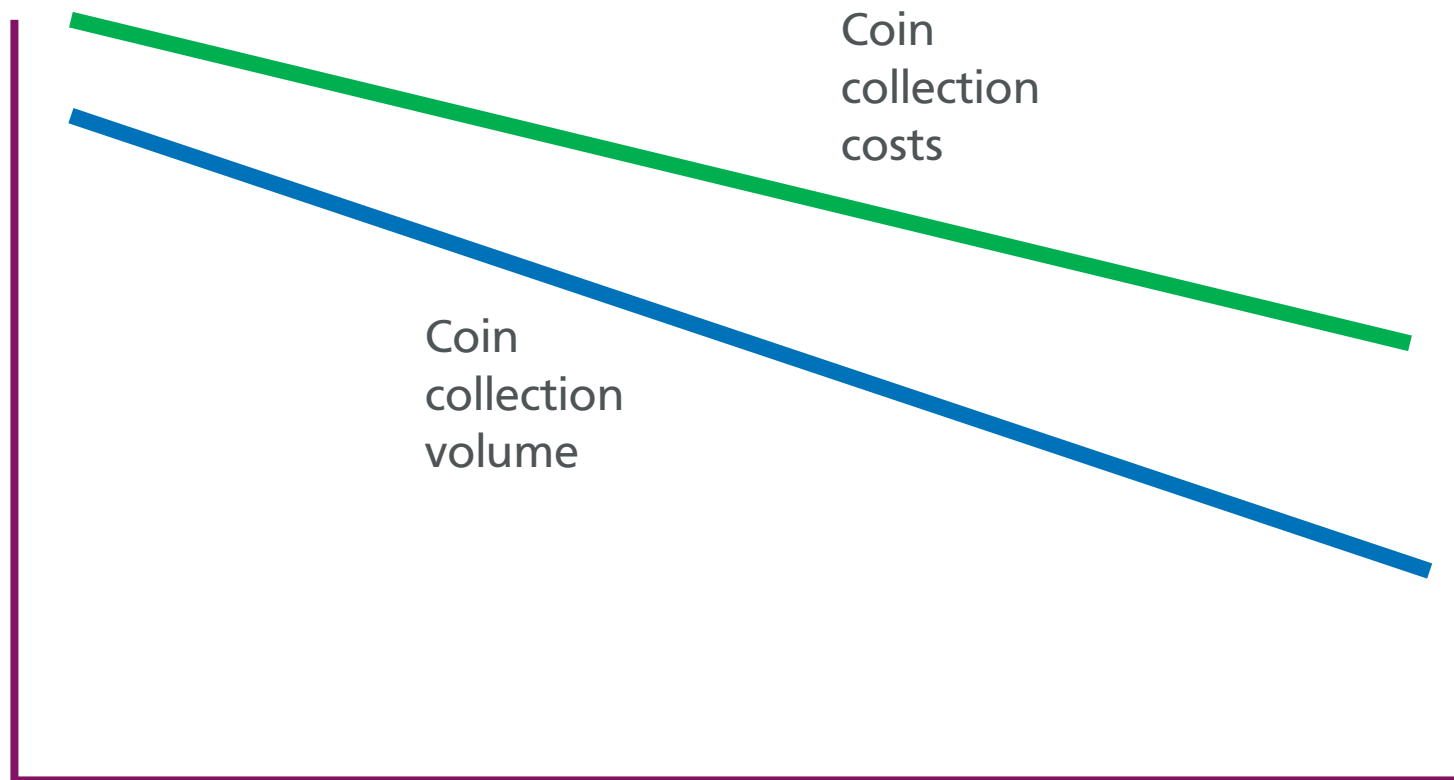
Contract services

Essential services to maintain parking meters and collect revenue

- Meter coin collection and reconciliation
- Meter coin delivery
- Parking data occupancy collection
- Vandalism and credit card compliance monitoring
- Support of meter maintenance operations



Contract costs reduced in future years



Teamsters staff – coin collections

