

City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128

**Fifth Modification**

THIS MODIFICATION (this "Modification") is made as of March 3, 2015, in San Francisco, California, by and between **Polaris Research and Development, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution No. 11-0136 on June 7, 2011, which authorized the award of said Agreement for the period of July 1, 2011 through June 30, 2014; and

WHEREAS, the Commission approved Modification No. 1 pursuant to Resolution No. 12-0269 on December 18, 2012; and

WHEREAS, the Commission approved Modification No. 2 pursuant to Resolution No. 13-0034 on February 12, 2013; and

WHEREAS, an administrative Modification No. 3 was approved February 21, 2014, for an annual rate adjustment to compensate for increases in salaries, benefits, and other costs with no change to the total budget costs; and

WHEREAS, the Commission approved Modification No. 4 pursuant to Resolution No. 14-0050 on March 18, 2014; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the final of two one-year renewal options and to increase the total compensation payable by an amount not to exceed **\$2,079,123** in Fiscal Year 2015/16 for a new total not to exceed amount of **\$9,597,202**; and

WHEREAS, Commission approved this Modification No. 5 pursuant to Resolution No. 15-0053 on March 3, 2015; and

WHEREAS, the Board of Supervisors by its Resolution No. 206-12, adopted June 5, 2012, approved the contracting out of the services, concurring with the Controller's certification that the information booth services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

1. **Definitions.** The following definitions shall apply to this Modification:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated June 30, 2011, between Contractor and City, as amended by the:

First Modification,	dated December 31, 2012,
Second Modification,	dated February 28, 2013,
Third Modification,	dated February 21, 2014, and
Fourth Modification,	dated March 18, 2014.

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

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for one year for a new ending date of **June 30, 2016**.

3. **Section 5. Compensation, 5.4 Labor Cost,** subsection b is hereby replaced in its entirety with "The hourly rates reflected in Appendix B-3 incorporate a 3% increase for all employees over the current rates. The individual direct labor cost rates are subject to salary administration by Contractor."

4. **New Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

**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. 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.

5. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. 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 [www.sfgov.org/olse/fco](http://www.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.

b. The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

1) Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

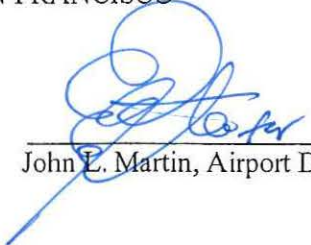
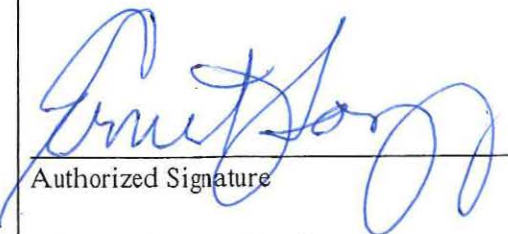

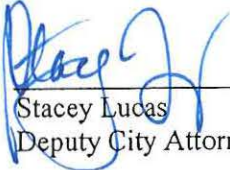
h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

6. **Appendix B-2.** Appendix B-2 in the Agreement is now replaced with **Appendix B-3**, Fiscal Year 2015-2016.

7. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after March 3, 2015.

8. **Legal Effect.** Except as expressly changed by this Modification, 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 Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  _____ John E. Martin, Airport Director	 _____ Authorized Signature <u>Ernest J. Fazio, Jr.</u> Printed Name
Attest:	_____ President Title
By:  _____ Jean Caramatti, Secretary Airport Commission	<u>Polaris Research and Developme</u> Company Name
Resolution No: <u>15-0053</u>	<u>14737 01</u> City Vendor Number
Adopted on: <u>March 3, 2015</u>	<u>390 4th Street</u> Address
Approved as to Form:	<u>San Francisco, CA 94107</u> City, State, ZIP
Dennis J. Herrera City Attorney	<u>415-777-3229 x 1</u> Telephone Number
By:  _____ Stacey Lucas Deputy City Attorney	<u>94-3229779</u> Federal Employer ID Number

**Appendix B-3  
Fiscal Year 2015-2016**

Fiscal Year 2015-2016

**INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS**

*Includes BART Voucher Program, BART Info Booth, T2 Info Booth, operation of POS at all booths, Clipper, BART Discount support*

Contract Term 2011 - 2016

**Booth Staff**

<b>DIRECT LABOR COSTS</b>	<b>POSITIONS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>	<b>COST</b>
<b><u>PERSONNEL SALARIES</u></b>						
Lead Supervisor	1	1760	1760	\$44.28	\$77,938	\$77,938
Office Coordinator	1	1440	1440	\$32.78	\$47,201	\$47,201
Volunteer Program Coordinator	2	1040	2080	\$36.75	\$38,220	\$76,440
Volunteer Training Coordinator	1	780	780	\$36.75	\$28,665	\$28,665
Senior Supervisor	1	2080	2080	\$18.95	\$39,422	\$39,422
Supervisor 2	5	2080	10400	\$17.84	\$37,106	\$185,528
Starting Supervisor	0	0	0	\$17.31	\$0	\$0
Senior Info Reps.	8	2080	16640	\$17.23	\$35,838	\$286,705
Intermediate Info Reps	8	2080	16640	\$16.54	\$34,396	\$275,166
Office Assistant	1	1040	1040	\$17.48	\$18,181	\$18,181
Junior Info Reps	1	2080	2080	\$16.08	\$33,456	\$33,456
Junior Info Reps	2	540	1080	\$16.08	\$8,686	\$17,371
Starting Info Reps	1.5	2080	3120	\$13.58	\$28,255	\$42,383
Bookkeeper Ticket Sales ^	1.25	2080	2600	\$18.20	\$37,848	\$47,311
<b>SUBTOTAL</b>	<b>33.75</b>					<b>\$1,175,767</b>
<b>FTEs</b>		<b>29.7</b>				

**PAYROLL TAXES / FRINGE BENEFITS \***

FICA	8.03%	\$94,443
FUTA		\$1,890
SUI		\$14,648
Health, Disability, & Life Insurance	10.47%	\$123,103
Compensated Leave	14.70%	\$172,838
Pension	7.35%	\$86,419

**SUBTOTAL** **\$493,340**

**OTHER DIRECT COSTS**

Flight Information Services (ITS)	\$0 *
Communications	\$7,500
Office/booth supplies - (DBE)	\$12,000 *
Uniforms	\$18,000 *
POS System maintenance support @ 300/station/yr x5 current stations	\$1,500
POS Webportal Maintenance @ \$840/station/yr x 5current stations	\$4,110
Technical support consultant (for POS systems since ITT cannot provide support) @\$250/mo	\$3,000
ADM Uniforms	\$2,000
Printing	\$3,000
OAG Subscription	\$1,105
Traveler Support for ADM's	\$6,000
Monthly payment to Traveler's Aid (\$50)	\$600
Dry Cleaning - (DBE)	\$2,000
Employee Commute Survey	\$0
Training Support - (DBE)	\$2,500
Fringe Reimbursement for 2015	\$10,000
Contingency for supplies and services as needed	\$30,000

**SUBTOTAL** **\$103,315**

**TOTAL** **\$1,772,422**

**MANAGEMENT FEE \*\*** **\$306,701**

**2015-2016 ANNUAL BUDGET FOR INFORMATION BOOTHS** **\$2,079,123**

Appendix B-3  
Fiscal Year 2015-2016

Fiscal Year 2015- 2016 Supplemental APPENDIX B-3  
INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS

Contract Term 2011-2016

Management Fee

	NO. POSITIONS	ANNUAL HOURS	HOURLY RATE	ANNUAL COST	TOTAL ANNUAL COST
<u>MANAGEMENT STAFF SALARIES</u>					
<u>ON SITE MANAGEMENT STAFF</u>					
Program Supervisor	1	1110	\$53.74	\$59,649	\$59,649
Accountant - Payroll	1	1525	\$35.83	\$54,634	\$54,634
<b>SUBTOTAL</b>	<b>2</b>				<b>\$114,283</b>
<b>FTEs</b>	<b>1.3</b>				
 <u>FRINGE BENEFITS</u>					
FICA (Payroll + Compensated Leave)				8.03%	\$10,924
FUTA (.8% of first \$7,000)					\$112
SUI (6.2% of first \$7,000)					\$868
Health, Disability & Life Insurance				10.47%	\$11,965
Compensated Leave				19.00%	\$21,714
Pension (Direct Payroll + Compensated Leave)				8.30%	\$11,288
<b>SUBTOTAL</b>					<b>\$56,871</b>
 <u>PREMIUMS</u>					
Worker's Compensation Insurance (Lead Sup., Office Coord., Accountant)				1.10%	\$1,696
Worker's Compensation Insurance (Program Supervisor and Booth Staff)				1.20%	\$11,000
Commercial and General Liability Insurance					<u>\$7,600</u>
<b>SUBTOTAL</b>					<b>\$20,296</b>
 <b>MANAGEMENT COST</b>					<b>\$191,450</b>
 <b>OVERHEAD AND PROFIT *</b>					<b>\$115,251</b>
 <b><u>TOTAL ANNUAL MANAGEMENT FEE **</u></b>					<b><u>\$306,701</u></b>
Total Monthly Management Fee					\$25,558

\*. Overhead and Profit includes the deficit from Credit Card Fees experienced annually approximately \$7,000 in 2014.

\*\* . Management Fee not to exceed 20% of Annual Budget.

\*\*\*. Budget includes a 3% raise for all positions for 2015-2016

- Appendix B-3  
Fiscal Year 2015-2016

**Fiscal Year 2015 - 2016 Supplemental APPENDIX B-3  
INFORMATION BOOTH PROGRAM CONTRACT HOURLY SALARY RANGES**

**Contract Year 2015 - 2016\*\*\***

<u>Position</u>	<u>Rate</u>	<u>Basis</u>	<u>OT Status</u>
Program Supervisor	\$53.74	Hour	Exempt
Accountant - Payroll	\$35.83	Hour	Exempt
Lead Supervisor	\$44.28	Hour	Exempt
Volunteer Program Coordinator	\$36.75	Hour	Exempt
Volunteer Training Coordinator	\$36.75	Hour	Exempt
Office Coordinator	\$32.78	Hour	Exempt
Senior Supervisor	\$18.95	Hour	OT
Supervisor 2	\$17.84	Hour	OT
Starting Supervisor	\$17.31	Hour	OT
-Bookkeeper Ticket Sales	\$18.20	Hour	OT
Office Assistant	\$17.48	Hour	Exempt
Senior Information Representative	\$17.23	Hour	OT
Intermediate Information Representative	\$16.54	Hour	OT
Junior Information Representative	\$16.08	Hour	OT
Starting Information Representative	\$13.58	Hour	OT
- Senior On-Call Information Representation	\$14.42	Hour	OT
On-Call Information Representative	\$13.58	Hour	OT (No Fringe Benefits)