

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

Fourth Amendment to Agreement

Contract No. 2013-85

THIS AMENDMENT (this "Amendment") is made as of November 1, 2015, in San Francisco, California, by and between **PRWT Services, 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 continue to provide citation processing, residential permit parking, cashiering, hearing, enforcement, and accounting support.

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 November 1, 2008 between Contractor and City, as amended by the:

First Amendment, dated November 1, 2011, and

Second Amendment, dated February 15, 2013, and

Third Amendment, dated November 1, 2013

1b. 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. The Agreement is modified as follows:

2a. Section 2 (Term of the Agreement) is deleted and 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 November 1, 2008 until October 31, 2016, with the option to extend for up to two (2) additional years.

2b. Section 5 (Compensation) is deleted and replaced in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 20th day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as provided for in Appendix A – Statement of Work of this Agreement as of the 15th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **sixty-two million, seven hundred twenty-five thousand, nine hundred thirty-five dollars (\$62,725,935)**. 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 the 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.

In no event shall City be liable for interest or late charges for any late 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 department, the Director of HRC 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.

2c. Section 32. (Earned Income Credit (EIC) Forms) is deleted and replaced in its entirety with the following section:

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. 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 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

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's, 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(d), 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.

2d. Section 62. (Slavery Era Disclosure) is added to the Agreement as follows:

62. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director of Administrative Services receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance." The affidavit is posted on the Office of Contract Administration's website at "www.sfgsa.org/Modules/ShowDocument.aspx?documentid=856" under the "Slavery Era Disclosure" banner.

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

2e. Section 63. (Service Transition) is added to the Agreement as follows:

63. Service Transition

The SFMTA may determine that an extension to the agreement at the end of the term is needed to facilitate transitioning services to a new vendor. The Contractor shall agree to negotiate in good faith terms for such an extension, including compensation and scope of work.

2f. Appendix A, Section II.J.2 is deleted and replaced in its entirety to read as follows:

Section II.J.2. Equipment Maintenance

Contractor shall assign any manufacturer warranties to SFMTA. Equipment maintenance and repair that falls outside the warranties shall be paid for by the SFMTA. The SFMTA shall pay for extension of warranties at the amount of \$67,000 for handheld

devices and citation printers at the beginning of each contract year for which an extension to the agreement is approved. In addition, at the request of the SFMTA, Contractor shall submit quotations as needed for handheld accessory replacements.

2g. Appendix A, Section IV.L.2 is deleted and replaced in its entirety to read as follows:

Section IV.L

2. Residential Parking Permit System (RPPS)

Contractor's RPPS shall connect with PCPS to ensure that renewal notices include information regarding outstanding Citations, and SFMTA staff assisting Customers with RPP issues are notified that Citations are outstanding on the vehicle for which a RPP permit is being sought.

Contractor's RPPS shall provide a separate online function for input and maintenance of information on the issuance and cancellation of RPP permits, including permit holder profile and application history, residential permit parking area street name and address inventory, permit history, and Citations payments.

Contractor shall provide integrated cashiering system software to enable SFMTA staff to access the residential permit parking database, Citations database, and the DMV database.

Contractor shall assist the SFMTA in implementing an electronic version of a RPP permit that a Customer can attach to his or her vehicle windshield.

RPPS shall perform the following functions:

- a.** Integrate with the PCPS in real time.
- b.** Print adhesive backed permits in two sizes for four-wheeled and two-wheeled vehicles using several different colors either on an on-demand basis for first-time permit holders or as a batch report function for annual mailing of renewal notices.
- c.** Identify unpaid Citations for permit holders prior to issuance of permits.
- d.** Ability to inquire and retrieve individual RPP account information including the:
 - i.** Individual residential parking permit account number;
 - ii.** Type of RPP permit (e.g., residential, commercial, health care, or educational) and current permit status;
 - iii.** Location that qualifies the applicant for a permit;
 - iv.** Mailing address;
 - v.** Control numbers of issued permits;
 - vi.** Expiration dates of issued permits;
 - vii.** Permit fee(s) paid;
 - viii.** Number of permits issued compared to the number of residents on RPP designated streets; and

- ix.** Listing of all RPP designated streets by block, RPP area.
- x.** Information regarding individual eligibility for a permit and corresponding permit renewal date by:
 - a)** Account number;
 - b)** VLN;
 - c)** Unique permit control number; and
 - d)** Name or address.
- e.** Provide a complete RPP history file for each permit applicant.
- f.** Generate renewal notices to RPP holders within a time period to be specified by SFMTA prior to permit expiration.
- g.** Institute controls that can be overridden by a SFMTA supervisor that designates the number of permits that can be issued per address.
- h.** Ability to add or delete RPP areas and permit accounts within a RPP area.
- i.** Provide financial controls and reconciliation of all RPP Fees collected.
- j.** User terminals that can query DMV for vehicle and VLN information.
- k.** User terminals that can query a commercial vehicle's VLN file through SFMTA's Wide Area Network.
- l.** Lockbox system for mail-in RPP permit renewals.
- m.** Provide internet-accessible RPP renewal and permit applications with the ability to make payments online.
- n.** Ability to download permit files to Handheld Units to allow issuing PCO to match a vehicle to a RPP permit to determine permit status.
- o.** Ability to generate reports regarding the following:
 - i.** Daily Area Code Activity Report that provides an analysis of RPP permits issue by RPP area and RPP permit type;
 - ii.** Daily Citation Log detailing all RPP related transactions and associated Citation payments for a specific date by Customer name, VLN, payment method, transaction number, Citation number, Citation amount, payment type, and payment amount;
 - iii.** Monthly Area Report that documents active permits and accounts by street, RPP area;
 - iv.** Daily Cash Report detailing all money received during the previous day, sorted and subtotaled by user ID;
 - v.** Citation Issuance and Collection Report detailing all active permit holders who have outstanding Citations and the amount due;
 - vi.** Monthly Activity Report that summarizes all activity occurring the prior month by RPP area;

- vii.** Permits by Block Report that details active accounts and permits for each RPP area by block number;
- viii.** Permit Issuance Report that details all permits issued the previous day sorted and subtotaled by user ID;
- ix.** Permit Cancellation Report that details all permits canceled or placed on hold status the previous day, sorted and subtotaled by user ID;
- x.** Permit Adjustment Report that details all permit adjustments processed the previous day, sorted and subtotaled by user ID;
- xi.** Temporary Permit Issuance Report that details the number of temporary RPP permits issued and the number of households receiving RPP permits by RPP area on a monthly basis;
- xii.** Permit Denial Report that details Customer's outstanding Citations;
- xiii.** Renewal Notice Register produced prior to mailing renewal notices to enable the SFMTA to inspect permit renewal notices before mailed;
- xiv.** Ad Hoc Report that provides a functional ad hoc query tool.

Contractor shall provide RPP fulfillment services that integrate the RPPS with an automated RPP printing system to transmit the renewal orders on a twice weekly basis for on demand printing & fulfillment. On demand printing shall allow for personalized information, such as the license plate, to be electronically printed directly onto the permit. The system shall have the ability to expand the functionality to accept new permits for printing & fulfillment. Costs for the service are as follows:

Category	Unit Cost
Development	\$29,500
In-Person/Mail (New)	\$0.96/permit
Online/Lockbox (Renewals)	\$2.58/permit
Wastage	\$0.69/permit

2h. Appendix A, Section IV.L.13 (Additional Websites) is added to the agreement to read as follows:

Section IV.L.13 Additional Websites

a) Citation Overpayment Escheatment: Upon request of the SFMTA, Contractor shall provide develop and implement a website that will allow customers to query if they have citation overpayment funds available for refund to the satisfaction of the SFMTA. Costs for development and implementation of this website shall be \$150 per hour, with a not exceed amount for all service support of \$35,000.

b) Web Portal: Upon the request of the SFMTA, Contractor shall develop and implement a web portal to allow customers to view the status of citations, including

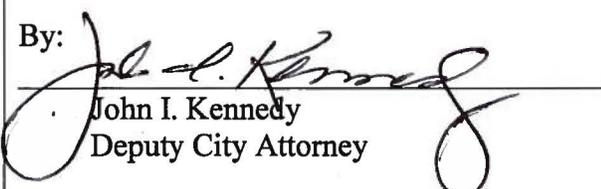
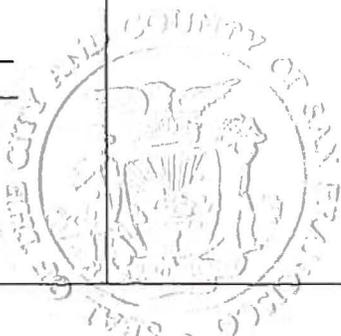
payments received, citation protest review status, and late penalties applied to the satisfaction of the SFMTA. Costs for development and implementation of this web portal shall be \$150/per hour, with a not to exceed amount for all service support of \$100,000.

c) **Customer Website for RPP Permit Requests:** Upon the request of the SFMTA, Contractor shall develop and implement a website interface for residential permit applications that will enable a customer to request a permit(s) and submit payment for the permit(s) after the SFMTA had confirmed that a permit(s) should be issued. Costs for development and implementation of the website interface shall be \$150 per hour, with a not to exceed amount for all service support of \$50,000.

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 San Francisco Municipal Transportation Agency</p> <p> Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:  John I. Kennedy Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors Resolution No: <u>15-105</u> Adopted: <u>7-7-2015</u> Attest:  Secretary, SFMTA Board of Directors</p> <p>Board of Supervisors</p> <p>Resolution No: <u>341-15</u> Adopted: <u>9-22-2015</u> Attest:  Clerk of the Board</p>	<p>CONTRACTOR PRWT Services, Inc.</p> <p> Malik Majeed President and CEO PRWT Services, Inc. 255 California Street, Suite 550 San Francisco, CA 94111</p> <p>City vendor number: 43701-01</p> <p></p>
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