

File No. 180380

Committee Item No. 7

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 20, 2018

Board of Supervisors Meeting:

Date: \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CEA Determination - June 22, 2016</u>         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>SFMTA Reso No. 180403-058 - April 3, 2018</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |
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| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |

Prepared by: John Carroll

Date: June 15, 2018

Prepared by: John Carroll

Date: \_\_\_\_\_

1 [Contract Agreement - Conduent, Inc. - Citation and Permit Processing Services - Not to  
2 Exceed \$77,200,000]

3 **Resolution authorizing the Director of Transportation for the Municipal Transportation**  
4 **Agency to execute a five year agreement, with an option to renew for five additional**  
5 **years, to commence following Board approval, with Conduent, Inc. for citation and**  
6 **permit processing for a total contract amount not to exceed \$77,200,000.**

7  
8 WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) issues 1.3  
9 million parking and transit citations, and 65,000 parking permits annually; and

10 WHEREAS, Assistance is required to process parking citations and permits through  
11 use of sophisticated information systems and software, and to procure handheld electronic  
12 ticket-writing devices; and

13 WHEREAS, The SFMTA Board of Directors adopted Resolution No. 180403-058 on  
14 April 3, 2018, authorizing the Director of Transportation to enter into a five-year agreement for  
15 these services, with an option to extend for five additional years at the Director of  
16 Transportation's discretion, subject to Board of Supervisors approval, which is on file with the  
17 Clerk of the Board of Supervisors in File No. 180380; and

18 WHEREAS, A Request for Proposals was issued on July 19, 2016, to which Conduent,  
19 Inc. submitted the only responsive bid proposal; and

20 WHEREAS, After a thorough review and negotiation of contract deliverables by the  
21 SFMTA, Conduent, Inc. met the minimum qualifications and the 11% Local Business  
22 Enterprise (LBE) subcontracting goal, and was found to be responsive and responsible; and

1           WHEREAS, The SFMTA requests that the Board of Supervisors approve the  
2 Agreement with Conduent, Inc. for a total contract amount not to exceed \$77,200,000  
3 pursuant to Charter, Section 9.118; now, therefore, be it

4           RESOLVED, That the San Francisco Board of Supervisors authorizes the Director of  
5 Transportation of the SFMTA, on behalf of the City, to execute the Agreement for Citation and  
6 Permit Processing Services and to take all actions under the Agreement, including the  
7 exercise of the extension options described in those documents; and, be it

8           FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
9 Transportation of the SFMTA to enter into any amendments or modifications to the Agreement  
10 that the Director of Transportation determines, in consultation with the City Attorney, are in the  
11 best interest of the City, do not increase the obligations or liabilities of the City, are necessary  
12 or advisable to effectuate the purposes of the Agreement or this Resolution, and are in  
13 compliance of all applicable laws, including the City's Charter; and, be it


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

**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 15, 2018

**TO:** Government Audit and Oversight Committee

**FROM:** Budget and Legislative Analyst 

**SUBJECT:** June 20, 2018 Government Audit and Oversight Committee Meeting

**TABLE OF CONTENTS**

| Item                 | File  | Page |
|----------------------|---|------|
| 1, 2, 3,<br>4, 5 & 6 | 18-0529 Grant Agreement - Arendt House, L.P. - Local Operating Subsidy Program Contract - Zygmunt Arendt House, 850 Broderick Street - Not to Exceed \$11,787,548   |      |
|                      | 18-0530 Grant Agreement - Parkview Terrace Partners. L.P. - Local Operating Subsidy Program Contract - Parkview Terraces, 871 Turk Street - Not to Exceed \$4,580,619   |      |
|                      | 18-0531 Grant Agreement - 455 Fell, L.P. - Local Operating Subsidy Program Contract - 455 Fell Street - Not to Exceed \$10,077,324  |      |
|                      | 18-0532 Grant Agreement - Mercy Housing California XIV, L.P. - Local Operating Subsidy Program Contract - 10th & Mission Family Housing, 1390 Mission Street - Not to Exceed \$9,741,171  |      |
|                      | 18-0533 Grant Agreement - The Salvation Army Turk Street, L.P. - Local Operating Subsidy Program Contract - Railton Place, 242 Turk Street - Not to Exceed \$5,561,543  |      |
|                      | 18-0536 Grant Agreement - Housing Services Affiliate of the Bernal Heights Neighborhood Center - Local Operating Subsidy Program Contract - Monterey Boulevard Apartments, 403 Monterey Street - Not to Exceed \$1,662,342..... | 1    |
| 7                    | <b>18-0380</b> Contract Agreement - Conduent, Inc. - Citation and Permit Processing Services - Not to Exceed \$77,200,000 .....   | 13   |

|    |         |   |    |
|----|---------|---|----|
| 8  | 18-0562 | Contract Amendment - New Flyer of America Inc. - Purchase of Low Floor Diesel-Hybrid Buses - Not to Exceed \$428,654,904.....   | 17 |
| 9  | 18-0603 | Contract Amendment No. 6 - HNTB-B&C JV - Central Subway Project - Not to Exceed \$34,930,020 .....  | 22 |
| 10 | 18-0604 | Contract Amendments - Central Subway Design Group - Central Subway Project - Not to Exceed \$47,900,606.....  | 29 |
| 11 | 18-0495 | Professional Services Agreement - Arcadis U.S., Inc. - Construction Management Staff Augmentation Services for the Biosolids Digester Facilities Project - Not to Exceed \$42,000,000 ..... | 36 |
| 12 | 18-0496 | Memorandum of Agreement Modification - United States Department of the Interior, National Park Service - Not to Exceed \$27,004,364.....  | 41 |
| 13 | 18-0548 | Contract Amendment - Tides Center - Supportive Housing Property Management Services - Department of Homelessness and Supportive Housing - Not to Exceed \$47,734,035 .....                  | 45 |
| 15 | 18-0477 | Lease Amendment - 617 Mission Street - MacLean Properties LLC and Conner Children’s Trust No. 2 - Child Support Services - \$1,903,887.96 Initial Annual Rent .....                         | 50 |
| 16 | 18-0564 | Renewal Agreement - Data Center Space and Services - 3101 Gold Center Drive, Rancho Cordova, California - \$756,840 Annual Base Rent - Not to Exceed \$2,385,938.10 .....                   | 54 |
| 17 | 18-0416 | Contract Agreement - Crestwood Behavioral Health - Long-Term Mental Health Services - Not to Exceed \$77,280,000.....   | 59 |
| 22 | 17-0205 | Administrative Code - Citywide Project Labor Agreement for Public Work or Improvement Projects .....  | 63 |

|  |   |
|--|---|
| <p><b>Item 7</b><br/><b>File 18-0380</b></p> | <p><b>Department:</b><br/>San Francisco Municipal Transportation Agency (SFMTA)</p> |
|--|---|

**EXECUTIVE SUMMARY**

**Legislative Objectives**

- The proposed resolution authorizes the contract between the San Francisco Municipal Transportation Agency (SFMTA) and Conduent to administer parking and transit citations and parking permits for SFMTA. The contract is for five years from approximately July 2018 through June 2023, with the option to extend the contract for an additional five years through June 2028. The contract amount over the term of up to 10 years is not-to-exceed \$77,200,000.

**Key Points**

- SFMTA uses a private contractor to administer parking and transit citations and parking permits. SFMTA issued a competitive Request for Proposals (RFP) to select a new contractor in 2016. Conduent was the only responsive bid to the proposal and met the minimum qualifications and subcontracting goals and they were selected as the contractor to provide citation and permitting services.
- SFMTA currently has a 10-year contract with PRWT Services, Inc. (“PRWT”) to provide parking/transit citation processing and parking permit processing that began in October 30, 2008, and expires on October 31, 2018. The proposed contract with Conduent will overlap with the existing contract with PRWT by approximately four months to allow for PRWT to provide for citation collections for notices sent by PRWT prior to the commencement of the proposed Conduent contract.

**Fiscal Impact**

- Under the proposed contract, Conduent will receive a parking citation processing fee of \$3.30 per citation, based on 1,325,000 citations. If the actual number of citations is 10 percent more or less than 1,325,000, the parking citation processing fee will increase or decrease by 5 percent of the per citation fee.
- Other contract services include parking permit processing, credit card processing, lockbox services, and equipment and warranties. The Treasurer/Tax Collector’s Office will begin credit card processing in November 2018 and lockbox services in January 2019. The proposed contract not-to-exceed amount of \$77,200,000 includes \$2,208,838 for lockbox services in years two through ten of the contract; this budget amount of \$2,208,838 is not needed because the Treasurer/Tax Collector, rather than the contractor, will be providing lockbox services during this time.
- In FY 2016-17, SFMTA spent \$7,998,935 to process parking citations and received \$110,206,729 in parking citation revenues for net revenues of \$102,206,729.

**Recommendations**

- Amend the proposed resolution to reduce the contract not-to-exceed amount by \$2,208,838, from \$77,200,000 to \$74,991,162.
- Approve the proposed resolution as amended.

## MANDATE STATEMENT

City Charter Section 9.118(b) states that agreements entered into by a department, board, or commission having a term of (a) more than 10 years; (b) anticipated expenditures of \$10 million or more; or (c) modifications to these agreements of more than \$500,000, require Board of Supervisors approval.

## BACKGROUND

### Citation and Permitting Services

The San Francisco Municipal Transportation Agency (SFMTA) uses a private contractor to administer parking, and transit citations and parking permits. SFMTA currently has a 10-year contract with PRWT Services, Inc. ("PRWT") that began in October 30, 2008, and expires on October 31, 2018.

SFMTA issued a competitive Request for Proposals (RFP) to select a new contractor in 2016; Conduent State and Local Solutions, Inc. ("Conduent") was the only responsive bid to the proposal, in spite of the fact that MTA extended the bidding deadline from September 30, 2016 to November 4, 2016. Conduent met the minimum qualifications and subcontracting goals and was selected as the contractor to provide citation and permitting services. The SFMTA Board of Directors adopted a resolution on April 3, 2018 authorizing a five-year contract with Conduent with the option to extend the contract for five additional years. According to Mr. Steven Lee, SFMTA Senior Manager for Finance and Information Technology, more than 17 months passed between the completion of the RFP and SFMTA Board of Directors approval because the department opted to address collections services separately from citation processing, and thus needed to ensure all associated functions were working before terminating the current citation process agreement.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the contract between SFMTA and Conduent to administer parking and transit citations and parking permits for SFMTA. The contract is for five years from approximately July 2018 through June 2023, with the option to extend the contract for an additional five years through June 2028. According to Mr. Lee, the proposed contract with Conduent will overlap with the existing contract with PRWT by approximately four months to allow for PRWT to provide for citation collections for notices sent by PRWT prior to the commencement of the proposed Conduent contract.

The contract amount over the term of up to 10 years is not-to-exceed \$77,200,000.

Under the proposed contract, Conduent will provide the following services:

- Parking citation processing at a rate of \$3.30 per citation for an estimated 1.3 million parking and transit citations annually
- Software upgrades and support

- Parking permit processing for approximately 65,000 parking permits annually
- Cashiering functions
- Issuing notices and other correspondence
- Citation and towing adjudication
- Enforcement beat optimization
- Payment processing and accounting
- Report generation

The parking citation processing fee of \$3.30 per citation is based on 1,325,000 citations. If the actual number of citations is 10 percent more or less than 1,325,000, the parking citation processing fee will increase by 5 percent (for a 10 percent reduction in citations), and will decrease by 5 percent (for a 10 percent increase in citations).<sup>1</sup>

**FISCAL IMPACT**

The project budget of \$77,113,340 is summarized in Table 1 below.

**Table 1: Proposed Contract Budget 2018 to 2028**

| <b>Contract Task</b>  | <b>Five-Year Base Term</b> | <b>Five-Year Extension</b> | <b>Total Contract Term</b> |
|---|----------------------------|----------------------------|----------------------------|
| Citation Processing   | \$22,754,666               | \$25,122,989               | \$47,877,664               |
| Support services (including noticing and correspondence, lockbox, special handling, franchise tax board processing) | 4,098,962                  | 4,525,585                  | 8,624,556                  |
| Permit Processing   | 5,099,190                  | 5,436,953                  | 10,536,152                 |
| Management Fee  | 493,859                    | 519,051                    | 1,012,919                  |
| Software Enhancement Requests   | 183,500                    | 0                          | 183,509                    |
| Credit Card Processing Fees   | 510,000                    | 0                          | 510,009                    |
| Equipment and Warranties  | 4,145,454                  | 550,999                    | 4,696,462                  |
| Subtotal  | \$37,285,631               | \$36,155,577               | \$73,441,271               |
| 5% Contingency  | 1,864,282                  | 1,807,779                  | 3,672,069                  |
| <b>TOTAL</b>  | <b>\$39,149,913</b>        | <b>\$37,963,356</b>        | <b>\$77,113,340</b>        |

Source: Proposed Contract

According to Mr. Lee, SFMTA included a 5 percent contingency in the contract to account for unforeseen increases in the number of citations and permits, or changes in parking and enforcement policies.

<sup>1</sup> Between 2010 and 2011, the total number of citations decreased by 10 percent from 1,732,589 in 2010 to 1,565,736 in 2011. Between 2011 and 2017, the average percent change in the number of citations was 3 percent per year.



According to Mr. Lee, the proposed contract between SFMTA and Conduent differs from the existing contract between SFMTA and PRWT in that PRWT provides delinquent citation collection and lockbox<sup>2</sup> services, which will be provided by the Treasurer/Tax Collector's Office beginning in January 2019 under a proposed agreement between SFMTA and the Treasurer/Tax Collector's Office. The proposed contract not-to-exceed amount of \$77,200,000 includes \$2,208,838 for lockbox services in years two through ten of the contract; this budget amount of \$2,208,838 is not needed because the Treasurer/Tax Collector, rather than the contractor, will be providing lockbox services during this time.

Also, the Treasurer/Tax Collector's Office will begin processing credit cards in approximately November 2018, resulting in the elimination of these contract services at that time.

#### Projected Citation Revenues

In FY 2016-17, SFMTA spent \$7,998,935 to process parking citations and received \$110,206,729 in parking citation revenues for net revenues of \$102,206,729.

### **RECOMMENDATIONS**

1. Amend the proposed resolution to reduce the contract not-to-exceed amount by \$2,208,838, from \$77,200,000 to \$74,991,162.
2. Approve the proposed resolution as amended.

---

<sup>2</sup> Lockbox services is the collection of mailed in payments that are processed and deposited by the city bank. The City's Treasurer Tax Collector will be providing lock box services in approximately January 2019.

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

**Agreement between the City and County of San Francisco and  
Conduent State & Local Solutions, Inc.**

## Table of Contents

|  |    |
|--|----|
| <b>Article 1: Definitions</b> .....  | 2  |
| <b>Article 2: Term of the Agreement</b> .....  | 3  |
| <b>Article 3: Financial Matters</b> .....  | 3  |
| 3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation..... | 3  |
| 3.2 Guaranteed Maximum Costs.....  | 3  |
| 3.3 Compensation .....   | 4  |
| 3.3.1 Payment .....  | 4  |
| 3.3.2 Payment Limited to Satisfactory Services .....   | 4  |
| 3.3.3 Withhold Payments.....   | 4  |
| 3.3.4 Invoice Format.....  | 4  |
| 3.3.5 LBE Payment.....   | 4  |
| 3.3.6 Getting Paid for Goods and/or Services from the City.....  | 5  |
| 3.4 Audit and Inspection of Records.....   | 5  |
| 3.5 Submitting False Claims.....   | 5  |
| 3.6 Payment of Prevailing Wages.....   | 6  |
| 3.6.1 Covered Services .....   | 6  |
| 3.6.2 Wage Rates .....   | 6  |
| 3.6.3 Subcontract Requirements.....  | 6  |
| 3.6.4 Posted Notices .....   | 6  |
| 3.6.5 Payroll Records.....   | 6  |
| 3.6.6 Payrolls .....   | 7  |
| 3.6.7 Compliance Monitoring.....   | 7  |
| 3.6.8 Remedies.....  | 8  |
| <b>Article 4: Services and Resources</b> .....   | 8  |
| 4.1 Services Contractor Agrees to Perform .....  | 8  |
| 4.2 Qualified Personnel.....   | 8  |
| 4.3 Subcontracting .....   | 8  |
| 4.4 Independent Contractor; Payment of Employment Taxes and .....  | 9  |
| 4.4.1 Independent Contractor .....   | 9  |
| 4.4.2 Payment of Employment Taxes and Other Expenses.....  | 9  |
| 4.5 Assignment .....   | 10 |
| 4.6 Warranty .....   | 10 |

|  |           |
|--|-----------|
| 4.7 Liquidated Damages .....   | 10        |
| 4.8 Bonding Requirements.....  | 10        |
| <b>Article 5: Insurance and Indemnity .....</b>                                      | <b>11</b> |
| 5.1 Insurance.....   | 11        |
| 5.2 Indemnification .....  | 12        |
| <b>Article 6: Liability of the Parties .....</b>                                     | <b>13</b> |
| 6.1 Liability of City.....   | 13        |
| 6.2 Liability for Use of Equipment.....  | 13        |
| 6.3 Liability for Incidental and Consequential Damages.....                          | 14        |
| <b>Article 7: Payment of Taxes .....</b>   | <b>14</b> |
| <b>Article 8: Termination and Default.....</b>                                       | <b>15</b> |
| 8.1 Termination for Convenience .....  | 15        |
| 8.2 Termination for Default; Remedies .....  | 16        |
| 8.3 Non-Waiver of Rights.....  | 18        |
| 8.4 Rights and Duties upon Termination or Expiration.....                            | 18        |
| <b>Article 9: Rights In Deliverables .....</b>                                       | <b>19</b> |
| 9.1 Ownership of Results.....  | 19        |
| 9.2 Works for Hire .....   | 19        |
| <b>Article 10: Additional Requirements Incorporated by Reference .....</b>           | <b>19</b> |
| 10.1 Laws Incorporated by Reference .....  | 19        |
| 10.2 Conflict of Interest .....  | 19        |
| 10.3 Prohibition on Use of Public Funds for Political Activity.....                  | 20        |
| 10.4 Reserved.....   | 20        |
| 10.5 Nondiscrimination Requirements .....  | 20        |
| 10.5.1 Non Discrimination in Contracts.....  | 20        |
| 10.5.2 Nondiscrimination in the Provision of Employee Benefits .....                 | 20        |
| 10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance ..... | 20        |
| 10.7 Minimum Compensation Ordinance.....   | 20        |
| 10.8 Health Care Accountability Ordinance.....                                       | 20        |
| 10.9 First Source Hiring Program.....  | 21        |
| 10.10 Alcohol and Drug-Free Workplace.....   | 21        |
| 10.11 Limitations on Contributions .....   | 21        |
| 10.12 Slavery Era Disclosure.....  | 21        |
| 10.13 Working with Minors.....   | 21        |

|  |   |           |
|--|---|-----------|
| 10.14  | Consideration of Criminal History in Hiring and Employment Decisions..... | 21        |
| 10.16  | Food Service Waste Reduction Requirements.....                            | 22        |
| 10.17  | Sugar-Sweetened Beverage Prohibition .....                                | 22        |
| 10.18  | Tropical Hardwood and Virgin Redwood Ban .....                            | 22        |
| 10.19  | Preservative Treated Wood Products.....                                   | 22        |
| <b>Article 11: General Provisions .....</b>                |   | <b>23</b> |
| 11.1   | Notices to the Parties .....  | 23        |
| 11.2   | Compliance with Americans with Disabilities Act.....                      | 23        |
| 11.3   | Reserved.....   | 23        |
| 11.4   | Sunshine Ordinance .....  | 23        |
| 11.5   | Modification of this Agreement.....                                       | 23        |
| 11.6   | Dispute Resolution Procedure.....   | 24        |
| 11.6.1   | Negotiation; Alternative Dispute Resolution.....                          | 24        |
| 11.6.2   | Government Code Claim Requirement .....                                   | 24        |
| 11.7   | Agreement Made in California; Venue.....                                  | 24        |
| 11.8   | Construction.....   | 24        |
| 11.9   | Entire Agreement.....   | 24        |
| 11.10  | Compliance with Laws .....  | 24        |
| 11.11  | Severability .....  | 25        |
| 11.12  | Cooperative Drafting .....  | 25        |
| 11.13  | Order of Precedence.....  | 25        |
| <b>Article 12: SFMTA Specific Terms .....</b>              |   | <b>25</b> |
| 12.1   | Large Vehicle Driver Safety Training Requirements .....                   | 25        |
| <b>Article 13: Data and Security.....</b>                  |   | <b>26</b> |
| 13.1   | Nondisclosure of Private, Proprietary or Confidential Information .....   | 26        |
| 13.2   | Payment Card Industry (PCI) Requirements .....                            | 26        |
| 13.3   | Business Associate Agreement.....   | 27        |
| <b>Article 14: MacBride Principles And Signature .....</b> |   | <b>27</b> |
| 14.1   | MacBride Principles -Northern Ireland .....                               | 27        |

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

**Agreement between the City and County of San Francisco and  
Conduent State & Local Solutions, Inc.  
Contract No. SFMTA-2016-83**

This Agreement is made this First day of July, 2018, in the City and County of San Francisco, State of California, by and between Conduent State and Local Solutions, Inc., 12410 Milestone Center Drive Germantown MD, 20876 (Contractor) and the City and County of San Francisco (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

**A.** The SFMTA wishes to obtain Citation processing management support services (CPMS) that leverage the most current technology and provides an intuitive and flexible User-interface for Agency staff and customers. The SFMTA currently processes approximately 1.2 million Citations annually, including both handwritten and electronically-generated Citations. In addition to providing the CPMS system, the Contractor will be expected to provide a handheld citation issuance system (HCIS), an enforcement management system (EMS), a permit processing system (PPS) and administrative review, hearing and accounting support.

**B.** This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through 1 through a Request for Proposals (RFP) issued on July 22, 2016, pursuant to which City selected the Contractor as the only responsive and responsible proposer.

**C.** The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 12%.

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

**E.** This Agreement is subject to Board of Supervisors approval under Charter section 911.8.

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions apply to this Agreement:

**1.1 “Agreement”** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein.

**1.2 “CCO”** means SFMTA Contract Compliance Office.

**1.3 “City” or “the City”** means the City and County of San Francisco, a municipal corporation.

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

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

**1.6 “Contractor” or “Consultant”** means Conduent State & Local Solutions, Inc., 12410 Milestone Center Drive, Germantown MD. 20876.

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

**1.8 “Deliverables”** means Contractor’s work product resulting from the Services that are provided by Contractor solely to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” (excluding Intellectual Property) attached as Appendix A.

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

**1.10 “Intellectual Property”** means Contractor’s all pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to the eTIMs®, CitySight®, Beat Generator software and software upgrades.

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

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

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

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

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

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

## **Article 2 Term of the Agreement**

**2.1** The term of this Agreement shall commence on the later of: (i) July 1, 2018; or (ii) the Effective Date, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

**2.2** The City has the option to renew the Agreement for a period of up to five years. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

## **Article 3 Financial Matters**

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

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

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



and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges), attached hereto and incorporated by reference as though fully set forth herein. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$77,200,000 (Seventy-seven million, two hundred thousand dollars). The breakdown of charges associated with this Agreement appears in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 LBE Payment.** Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD payment forms are provided. Following

SFMTA's payment of an invoice, Contractor has 10 calendar days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

### **3.3.6 Getting Paid for Goods and/or Services from the City.**

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

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

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts. The City shall have no access to any of the Contractor's profit or proprietary financial data, except that which relates specifically to information submitted by the Contractor as part of the contract procurement process and Services performed under the Agreement

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

property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Payment of Prevailing Wages .**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (OLSE) and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. 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. Contractor further agrees as follows:

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

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

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

the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

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

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

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

#### **Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A (Scope of Services) as long as there have been sufficient funds appropriated to compensate for those Services. Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond those Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

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

#### **4.3 Subcontracting.**

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

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

- Direct Mail Center
- Taylor Communications
- MUFG Union Bank
- YCAT Inc.
- SpecialT Messenger

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

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

**4.4.2 Payment of Employment Taxes and Other Expenses.** 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, 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.

**4.5 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 Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

**4.7 Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the liquidated damages listed in Appendix A, Section 15.1 are not penalties, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City. Assessments within a given month shall not exceed 30 percent of the monthly operational expenses paid to Contractor. Excess liquidated damages (over the monthly cap) will be carried over to the following month. If two or more failures are determined for a particular event, Contractor will be charged for the Failure with the highest assessment.

**4.8 Credit Assessments.** Credit Assessments can be found in Appendix A, Section 15.2.

**4.9 Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than three million dollars to guarantee the faithful performance of this contract.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

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

(d) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 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.

(e) 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.

**5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:**

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

(b) 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.

**5.1.3** All policies shall be endorsed to provide 30 days' Contractor shall 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.

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

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

**5.1.6** 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.

**5.1.7** 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.

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

**5.2 Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations;

(iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; 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 negligence or willful misconduct in performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, 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 negligent or willful misconduct 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 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (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.

**6.2 Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment solely 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 unless such damage is deemed to have been caused by City's negligence or willful misconduct.

**6.3 Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's negligent or willful misconduct acts or omissions except to the extent that such incidental and/or consequential damages are the result of the negligence or willful misconduct of City. Contractor shall not be liable for damages that exceed the total amount of the base term of the Agreement. Should the SFMTA exercise the option to extend the Agreement, the Contractor shall be liable for damages up to the revised amount of the Agreement.

## **Article 7 Payment of Taxes**

**7.1** 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.

**7.2** 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:

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

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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

**8.1.1** City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor a 60-day written notice of termination. The notice shall specify the date on which termination shall become effective.

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

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

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

(c) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the SFMTA shall 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 which shall not unreasonably be withheld, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts. Approval

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

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

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

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

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

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

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

**8.1.4** In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

**8.1.5** In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

## **8.2 Termination for Default; Remedies.**

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

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

|           |   |
|-----------|---|
| 4.5       | Assignment  |
| Article 5 | Insurance and Indemnity   |
| Article 7 | Payment of Taxes  |
| 10.10     | Alcohol and Drug-Free Workplace                                   |
| 11.10     | Compliance with Laws  |
| 13.1      | Nondisclosure of Private, Proprietary or Confidential Information |

(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 continues for a period of 30 days after written notice thereof from the SFMTA to Contractor.

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

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

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

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

**8.2.4** Any notice of default must be sent by registered mail to the address set forth in Article 11.

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

**8.4 Rights and Duties upon Termination or Expiration.**

**8.4.1** This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement for a period of not more than seven years:

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

**8.4.2** Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in

progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

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

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



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

**10.4 Reserved.**

**10.5 Nondiscrimination Requirements**

**10.5.1 Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 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.

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

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 12% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Slavery Era Disclosure. Reserved.**

**10.13 Working with Minors. Reserved.**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions**

**10.14.1** Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Administrative Code (Chapter 12T),

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

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

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

**10.16 Reserved. (Sugar-Sweetened Beverage Prohibition.)** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

**10.17.1** Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

**10.18 Preservative Treated Wood Products.** Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

## Article 11 General Provisions

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

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

To Contractor: Renee Jordan  
Conduent State and Local Solutions Inc.  
255 California Street, Suite 550  
San Francisco, CA 94111  
renee.jordan2@conduent.com

With Copy to: Conduent State & Local Solutions, Inc.  
12410 Milestone Center Drive  
Germantown, MD 20876  
ATTN: Contracts Department

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

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

**11.3 Reserved.**

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

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor

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

#### **11.6 Dispute Resolution Procedure.**

**11.6.1 Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times

comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

**11.13 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 4, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## **Article 12 SFMTA Specific Terms**

### **12.1 Large Vehicle Driver Safety Training Requirements.**

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

**12.1.2** By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the

time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

### **Article 13 Data and Security**

#### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

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

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

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

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

**13.2.4** For items 13.2.1 to 13.3.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

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

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

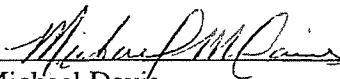
**13.3 Reserved (Business Associate Agreement).**

**Article 14 MacBride Principles And Signature**

**14.1 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.

| <b>CITY</b>   | <b>CONTRACTOR</b>   |
|---|---|
| <b>San Francisco<br/>Municipal Transportation Agency</b>                    | <b>Conduent State and Local Solutions, Inc.</b>   |
| _____<br>Edward D. Reiskin<br>Director of Transportation                    | _____<br><br>Michael Davis<br>Senior Vice President                         |
| Authorized By:<br><br>Municipal Transportation Agency Board of<br>Directors | <u>Acknowledgement of Large Vehicle Driver<br/>Safety Training Requirements:</u>  |
| Resolution No: _____  | By signing this Agreement, Contractor<br>acknowledges that it has read and understands<br>Section 12.1: Large Vehicle Driver Safety<br>Training Requirements. |
| Adopted: _____  | City vendor number: 68769   |
| Attest: _____<br>Roberta Boomer, Secretary                                  |   |
| Board of Supervisors  |   |
| Resolution No: _____  |   |
| Adopted: _____  |   |
| Attest: _____<br>Clerk of the Board   |   |
| Approved as to Form:  |   |
| Dennis J. Herrera<br>City Attorney  |   |
| By: _____<br>John I. Kennedy<br>Deputy City Attorney                        |   |

01233971

## **Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Software Enhancement Deliverables

APPENDIX A  
SCOPE OF WORK (SOW)

Contents

|  |           |
|--|-----------|
| <b>DEFINITIONS</b>   | <b>1</b>  |
| <b>1. CPMS Technical REQUIREMENTS</b>                      | <b>7</b>  |
| 1.1. System Availability                                   | 7         |
| 1.2. Technical Support                                     | 8         |
| 1.3. Security  | 8         |
| 1.4. Contractor Facility Requirement                       | 8         |
| 1.5. Data Backup and Recovery                              | 9         |
| 1.6. Maintenance, Repair and Restore Processes             | 9         |
| 1.7. Disaster Recovery                                     | 9         |
| 1.8. Periodic Testing of Emergency Procedures              | 9         |
| 1.9. Exit Clause   | 10        |
| 1.10. Electronic Archiving                                 | 10        |
| 1.11. Records Destruction                                  | 10        |
| <b>2. DATA MIGRATION</b>                                   | <b>11</b> |
| <b>3. CPMS ACCEPTANCE TESTING</b>                          | <b>12</b> |
| 3.1. Integration Requirements                              | 12        |
| 3.2. Periodic Performance Testing                          | 12        |
| <b>4. Handheld Citation Issuance system (HCIS)</b>         | <b>13</b> |
| 4.1. Hardware Equipment Requirements                       | 13        |
| 4.2. Processing System Requirements                        | 15        |
| 4.3. Software Requirements                                 | 15        |
| 4.4. Default Functionality                                 | 16        |
| 4.5. PCO Prompt Functionality                              | 16        |
| 4.6. Administrative Functionality                          | 17        |
| <b>5. ENFORCEMENT MANAGEMENT SYSTEM (EMS)</b>              | <b>19</b> |
| 5.1. Enforcement Beat Optimization, Rotations, Assignments | 19        |
| 5.2. License Plate Recognition (LPR)                       | 19        |

|           |  |           |
|-----------|--|-----------|
| 5.3.      | Tow Noticing                                     | 20        |
| 5.4.      | Scofflaw   | 21        |
| 5.5.      | Abandoned Vehicle System (AVS)                   | 21        |
| 5.6.      | Citation Paper Stock and Envelopes               | 22        |
| 5.7.      | Field Maintenance Reporting                      | 22        |
| 5.8.      | Incident Reports                                 | 23        |
| 5.9.      | Upgrade Requirements                             | 23        |
| <b>6.</b> | <b>CITATION PROCESSING</b>                       | <b>24</b> |
| 6.1.      | New Citation Processing                          | 24        |
| 6.2.      | Handwritten Citation Processing                  | 24        |
| 6.3.      | DMV Data Integration                             | 25        |
| 6.4.      | Name and Address Processing                      | 26        |
| 6.5.      | Registration Hold Interface                      | 26        |
| 6.6.      | DMV Payment Transfer Update                      | 27        |
| 6.7.      | Registered Owner Reconciliation                  | 27        |
| 6.8.      | Temporary Citation Record                        | 28        |
| 6.9.      | Data Correction                                  | 28        |
| 6.10.     | Citation Inquiry                                 | 29        |
| 6.11.     | Citation Display                                 | 29        |
| 6.12.     | Citation Detail                                  | 29        |
| 6.13.     | Additional Citation Remarks                      | 30        |
| 6.14.     | Citation History                                 | 31        |
| 6.15.     | VLN/VIN Detail                                   | 31        |
| 6.16.     | Make-Mismatch                                    | 32        |
| 6.17.     | Electronic Imaging                               | 32        |
| 6.18.     | Underpaid Accounts                               | 32        |
| 6.19.     | Out-Of-State Citation Processing                 | 32        |
| 6.20.     | Rental Vehicle Citation Processing               | 33        |
| 6.21.     | Fleet and Government Vehicle System (FGVS)       | 34        |
| 6.22.     | Pay-By-Web (PBW) And Pay-By-Phone (PBP) Services | 35        |
| 6.23.     | Cashiering Support                               | 35        |
| 6.24.     | Community Service and Payment Plan Processing    | 37        |

|            |  |           |
|------------|--|-----------|
| 6.25.      | Web Portal _____   | 38        |
| <b>7.</b>  | <b>Permit PROCESSING system (PPS) _____</b>              | <b>39</b> |
| 7.1.       | Master Eligibility List _____                            | 39        |
| 7.2.       | Account Functionality _____                              | 39        |
| 7.3.       | Integration Requirements _____                           | 40        |
| 7.4.       | Permit Printing and Fulfillment Services _____           | 40        |
| 7.5.       | Production Process _____                                 | 40        |
| 7.6.       | Automated Renewals _____                                 | 41        |
| 7.7.       | Permit Reporting Requirements _____                      | 41        |
| 7.8.       | Additional Permitting Services _____                     | 42        |
| <b>8.</b>  | <b>NOTICES AND CORRESPONDENCE _____</b>                  | <b>43</b> |
| 8.1.       | Notice Selection _____                                   | 43        |
| 8.2.       | Notice Printing and Mailing _____                        | 44        |
| 8.3.       | Postage Costs _____                                      | 45        |
| 8.4.       | Notice Research and Reporting _____                      | 45        |
| 8.5.       | Correspondence _____                                     | 45        |
| 8.6.       | Citations Requiring Special Handling _____               | 46        |
| 8.7.       | Special Collections Assignment/Transition _____          | 48        |
| <b>9.</b>  | <b>ADJUDICATION _____</b>                                | <b>50</b> |
| 9.1.       | Protest Submission _____                                 | 50        |
| 9.2.       | Review Processing _____                                  | 50        |
| 9.3.       | De Novo Hearings _____                                   | 51        |
| 9.4.       | Tow Hearings _____                                       | 51        |
| 9.5.       | Boot Hearings _____                                      | 52        |
| 9.6.       | Administrative Review and Hearing Decision Letters _____ | 52        |
| 9.7.       | Administrative Hearing Scheduling _____                  | 54        |
| 9.8.       | Hearing Officer Scheduling Enhancements _____            | 54        |
| <b>10.</b> | <b>FINANCIAL PROCESSING _____</b>                        | <b>56</b> |
| 10.1.      | Inspection of Records _____                              | 56        |
| 10.2.      | Financial Reconciliation _____                           | 56        |
| 10.3.      | Transaction Accounting _____                             | 57        |
| 10.4.      | Returned Check Items _____                               | 57        |

|            |  |           |
|------------|--|-----------|
| 10.5.      | Financial Adjustments _____                                | 57        |
| 10.6.      | Refund of Overpayments _____                               | 58        |
| 10.7.      | Historical Payment Tracking _____                          | 58        |
| 10.8.      | Monitor and Oversight Duties _____                         | 58        |
| 10.9.      | Lockbox Payment Processing _____                           | 59        |
| 10.10.     | Reconciliation of Lockbox Receipts _____                   | 61        |
| <b>11.</b> | <b><i>PRODUCTION CONTROL AND REPORTING</i></b> _____       | <b>62</b> |
| 11.1.      | Production Control _____                                   | 62        |
| 11.2.      | Reporting-General Requirements _____                       | 63        |
| 11.3.      | Standard Reports _____                                     | 63        |
| 11.4.      | Additional Report Requirements _____                       | 64        |
| <b>12.</b> | <b><i>Staffing</i></b> _____                               | <b>65</b> |
| 12.1.      | Onsite Support _____                                       | 65        |
| 12.2.      | Consulting Services _____                                  | 65        |
| 12.3.      | Contractor Staff Transitions _____                         | 66        |
| 12.4.      | Subcontractor Transitions _____                            | 66        |
| <b>13.</b> | <b><i>TRAINING AND MANUALS</i></b> _____                   | <b>67</b> |
| 13.1.      | Training _____   | 67        |
| 13.2.      | Manuals and Documentation _____                            | 67        |
| <b>14.</b> | <b><i>Optional Services</i></b> _____                      | <b>68</b> |
| 14.1.      | Automated Speed Enforcement (ASE) Violation _____          | 68        |
| 14.2.      | Transit-Only Lane Enforcement (TOLE) _____                 | 68        |
| 14.3.      | PBP Integration of Multiple Vendors _____                  | 69        |
| 14.4.      | Transit-Lane Only Enforcement (TOLE) Program Support _____ | 69        |
| 14.5.      | Payment Kiosks _____                                       | 69        |
| 14.6.      | Electronic Boot Removal system _____                       | 69        |
| 14.7.      | Taxi Citation Issuance Program _____                       | 69        |
| 14.8.      | Proof of Payment Enforcement Program _____                 | 70        |
| 14.9.      | Miscellaneous Application and Payment Processing _____     | 70        |
| 14.10.     | MoneyGram (MG) Alternative Citation Payment Option _____   | 70        |
| 14.11.     | Virtual Permitting _____                                   | 71        |
| 14.12.     | Additional Scanners _____                                  | 71        |

14.13. Installment Payment Plan Enhancements \_\_\_\_\_ 71

15. *Liquidated damages and credit assessments* \_\_\_\_\_ 72

15.1. Liquidated Damages \_\_\_\_\_ 72

15.2. Credit Assessments \_\_\_\_\_ 77

**DEFINITIONS**

| <b>Term</b>                          | <b>Description</b>   |
|--------------------------------------|--|
| <b>Accounting</b>                    | Division of the SFMTA responsible for recording and summarizing business and financial transactions and analyzing, verifying, and reporting results.   |
| <b>Active Directory</b>              | A service authenticates and authorizes all Users and computers in Windows domain-type networks by assigning and enforcing security policies for all computers, and allows management and storage of information at administrative level and provides authentication and authorization mechanisms and a framework to deploy other related services. |
| <b>Administrative Review</b>         | The first level of review for a contested Citation.  |
| <b>Administrative Hearing</b>        | The second level of review for a contested Citation.   |
| <b>Agreement (or Contract)</b>       | The legal document to be entered into by the SFMTA and the firm selected for Citation Processing, Management and Related Systems and Services.   |
| <b>Beat</b>                          | Designated area assigned to a PCO for parking enforcement.   |
| <b>Boot</b>                          | Device used to immobilize a vehicle for non-payment of Citations or elapsed registration.  |
| <b>Boot Hearing</b>                  | A hearing mandated by CVC § 22651.7 in response to a Protest of a vehicle being immobilized for non-payment of Citations.  |
| <b>Business Day</b>                  | Monday, Tuesday, Wednesday, Thursday and Friday, excluding holidays.   |
| <b>California Vehicle Code (CVC)</b> | The compilation of laws enacted by the California state legislature pertaining to the use and operation of vehicles.   |



Citation Processing and Services  
Appendix A – Scope of Work  
Definitions

| Term  | Description  |
|---|--|
| <b>Citation</b>   | A notice of violation issued to a person or a vehicle by a PCO, TFI , SFPD Officer, or other authorized City employee for infractions or misdemeanor violations of the laws and regulations governing parking and/or stopping a vehicle or for Transit Fare Evasion or transit passenger misconduct, as codified in the California Vehicle Code, the California Public Utilities Code, the San Francisco Transportation Code or other applicable law or regulation. "Citation" shall not include a moving violation as defined in the California Vehicle Code. |
| <b>Citation and Administrative Review Division</b>      | Division of the SFMTA responsible for management of Citation processing, Administrative Review and related Customer service support.   |
| <b>Citation Processing and Management System (CPMS)</b> | The combined equipment, software and hardware by which the City processes and manages the data and tasks generated by Citation issuance and processing.  |
| <b>City</b>   | The City and County of San Francisco, acting by and through the San Francisco Municipal Transportation Agency ("SFMTA").   |
| <b>Contract Administrator</b>                           | Designated SFMTA employee charged with oversight of the provisions of the Agreement.   |
| <b>Contractor</b>                                       | Proposing firm selected to perform services requested.   |
| <b>Correspondence</b>                                   | Communications to Customers generated through the CPMS system, with the exception of those defined as "Notices" in Section 8 of this Appendix.   |
| <b>Customer</b>   | A member of the public who interacts with Contractor's CPMS system in person, via internet, mail or telephone because of a Citation, a Protest, a complaint, a notice, or an administrative or judicial hearing request.   |
| <b>(SFMTA) Customer Service Center</b>                  | Facility currently located at 11 South Van Ness Avenue, where Customers go to address citation-related and other issues.   |
| <b>Customer Service Hours</b>                           | Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.   |
| <b>(SFMTA) Data Warehouse</b>                           | Database administered by the SFMTA to be integrated with the CPMS to ensure both systems have the same information.  |

| Term  | Description   |
|---|---|
| <b>De Novo</b>                                  | A hearing conducted by the Superior Court, mandated by the California Vehicle Code, after a timely appeal by a Protestor whose Protest has been denied by a Hearing Officer pursuant to the Vehicle Code or California Public Utilities Code. A De Novo hearing is the third level of review for Protests following Administrative Review and Administrative Hearing. |
| <b>Department of Motor Vehicles (DMV)</b>       | The state agency that registers and regulates motor vehicles and issues driver's licenses and identification cards in the State of California.  |
| <b>Effective Date</b>                           | The date on which the Controller has certified the availability of funds and the Contractor has been notified in writing to begin performing services under the Agreement.  |
| <b>Enforcement Management System (EMS)</b>      | Sub-system of the CPMS that enables Enforcement to administer various aspects of Enforcement operations.  |
| <b>Enforcement Division</b>                     | The division of SFMTA responsible for the issuance of parking Citations.  |
| <b>Financial Services and Contracts</b>         | Division of the SFMTA responsible for administration of various on-street parking related agreements, non-revenue vehicle management, and other functions as assigned.  |
| <b>Fine</b>                                     | The penalty amount charged for violation of law.  |
| <b>Form</b>                                     | The pre-printed template portion of used to create Notices.   |
| <b>Geo-Fencing</b>                              | A software program feature that uses the global positioning system (GPS) or radio frequency identification (RFID) to define virtual geographical boundaries.  |
| <b>Global Positioning Satellite (GPS)</b>       | A radio navigation system that allows land, sea, and airborne Users to determine their exact location, velocity, and time anywhere in the world 24 hours a day.   |
| <b>Handheld</b>                                 | Device used for issuing electronically-issued Citations.  |
| <b>Handheld Citation Issuance System (HCIS)</b> | Sub-system of the CPMS that provides software for the operation of Handhelds.   |

Citation Processing and Services  
Appendix A – Scope of Work  
Definitions

| Term  | Description   |
|---|---|
| <b>Hearing Section</b>  | Section of SFMTA whose function it is to conduct Administrative Hearings for vehicle owners, drivers or their authorized agents for contested parking Citations and for towed or Booted vehicles as mandated by the California Vehicle Code, and for individuals protesting Transit Fare Evasion and other transit passenger conduct Citations as set forth in the Public Utilities Code. |
| <b>Hearing Officer</b>  | An individual authorized to conduct Administrative Hearings pursuant to the California Vehicle Code and Public Utilities Code.  |
| <b>License Plate Recognition (LPR)</b>                                | The equipment and services that enable Enforcement staff to remotely scan vehicle license information in order to identify vehicles with five or more outstanding delinquent Citations that may be subject to Booting and towing; and vehicles parked in Residential Permit Parking areas without a valid Permit.   |
| <b>Non-Peak Hours</b>   | The time period between 6:01 p.m. and 7:29 a.m. Monday through Thursday, as well as weekends and holidays, where SFMTA employees are not actively performing Customer service functions, resulting in a longer allowance for CPMS availability issues.  |
| <b>Notices</b>  | Scheduled communications sent to Customers as identified in in Section 8 of this appendix.  |
| <b>Parking Control Officer (PCO)</b>                                  | An individual authorized by the SFMTA to issue Citations for parking violations.  |
| <b>Parking Citation and Residential Permit Parking (RPP) Division</b> | Division of SFMTA that collects payment for parking Citations and issues residential (and other) parking Permits.   |
| <b>Peak Hours</b>   | The time period between 7:30 a.m. and 6:00 p.m. Monday – Friday, excluding holidays, during which the SFMTA employees prep for, provide and close out Customer service functions requiring high CPMS availability.  |
| <b>Permit</b>   | A document issued by the SFMTA pursuant to San Francisco Transportation Code Articles 900 and 1100 that exempts a specific vehicle from certain parking restrictions including the obligation to pay at single-space parking meters or multi-space paystations, and time restrictions imposed at specific locations.  |

| Term   | Description  |
|--|--|
| <b>Permit Processing System (PPS)</b>                                  | The combined equipment, software and hardware that processes and manages the data and tasks for Permit issuance and processing.  |
| <b>Protest</b>   | A formal challenge to a Citation, notice of delinquent parking violation, or the towing or immobilization of a vehicle by any applicable procedure established by law, regulation, Contract or SFMTA policy. |
| <b>Protestor</b>   | Person contesting a Citation.  |
| <b>Radio Frequency Identification (RFID)</b>                           | Automatic identification technology which uses radio-frequency electromagnetic fields to identify objects (Permits) carrying tags when they come close to a reader.  |
| <b>Registered Owner (RO)</b>   | The person or business with legal ownership and responsibility for a vehicle as established by the official records of the California DMV or other state vehicle registry.                                   |
| <b>Residential Permit Parking (RPP) Program</b>                        | The program established pursuant to the Vehicle Code that allows residents in certain areas to obtain Permits exempting the residents' vehicles from parking time restrictions.                              |
| <b>San Francisco Municipal Transportation Agency (SFMTA or Agency)</b> | The City and County of San Francisco agency responsible for transportation management and oversight as established by San Francisco Charter.   |
| <b>San Francisco Police Department (SFPD)</b>                          | The City and County of San Francisco agency responsible for enforcement of law and prevention of crime.  |
| <b>San Francisco Transportation Code</b>                               | The compilation of ordinances pertaining to parking rules and regulations which is part of the San Francisco Municipal Code.   |
| <b>Scofflaw</b>  | A vehicle towed for violation of the California Vehicle Code because it has five or more delinquent Citations or has expired registration of more than six months.   |
| <b>Tow Hearing</b>   | A hearing mandated by the California Vehicle Code in response to a Protest submitted after a vehicle is towed.   |
| <b>Transit Fare Inspector (TFI)</b>                                    | An individual authorized by the SFMTA to issue Citations for non-payment of transit fares or disorderly conduct on City transit vehicles.  |

Citation Processing and Services  
 Appendix A – Scope of Work  
 Definitions

| Term  | Description  |
|---|--|
| <b>Transit Violation</b>                    | Violation resulting in a Citation issued to an individual for failing to show proof of payment while riding on the City's public transit system or for transit passenger misconduct in violation of the California Public Utilities Code or San Francisco Transportation Code. |
| <b>Transit Only Lane Enforcement (TOLE)</b> | Automated enforcement to ensure certain designated lanes are used for transit vehicles only.   |
| <b>User</b>                                 | Person accessing CPMS or its subsystems.   |
| <b>Vehicle Identification Number (VIN)</b>  | The distinguishing 17-digit number or other mark used for the purpose of uniquely identifying a vehicle or vehicle part as further defined in the California Vehicle Code.   |
| <b>Vehicle License Number (VLN)</b>         | The series of letters and/or numbers found on a vehicle's license plate(s) that is issued by the DMV or other state government agency that uniquely identifies a particular vehicle.   |

## 1. CPMS TECHNICAL REQUIREMENTS

- a) All CPMS and related systems and modules shall be web-based and compatible with all widely used browsers, including Internet Explorer, Chrome and FireFox.
- b) System compatibility shall be with the latest supported version and one previous version.
- c) Contractor shall be responsible to establish, and maintain an alternate location from the primary data storage center. All data centers used in conjunction with the Agreement must be located within the continental United States.
- d) Contractor shall also provide the following:
  - Sufficient technical personnel so that in the event of hardware or software failure, diagnostic and corrective measures can support the system availability requirements in Section 1.1 below
  - Backup and recovery procedures that can be used to restore or recover data and entire system
  - Telephone and online support and training for end Users
  - Process for application enhancements, testing and deployment, including client notification and acceptance for review and approval by SFMTA prior to implementation
  - Appropriate and current web application security project protocols. Contractor shall not modify any web application security protocols without written notification to and written approval from the SFMTA

### 1.1. SYSTEM AVAILABILITY

- a) The CPMS shall not be unavailable during Peak Hours for more than 30 minutes and/or for two or more incidents during Peak Hours totaling more than 60 minutes each Business Day; during Non-Peak Hours, the CPMS shall not be unavailable for more than four hours.
- b) Exceptions can be made if requested prior to incident and approved in writing by the SFMTA.
- c) The Contractor shall not be responsible for unavailability caused by third-party providers (e.g. wireless communication vendors.) or SFMTA network.
- d) Contractor shall submit objective methods of measurement to enable SFMTA to monitor the availability level. It is Contractor's responsibility to measure and report system availability levels to SFMTA on a monthly basis.
- e) Contractor shall ensure that CPMS performs the following functions:
  - Monitor and evaluate performance based on the SFMTA's system availability requirements
  - Track to resolution all reported incidents

- Monthly availability statistics

## **1.2. TECHNICAL SUPPORT**

- a) Contractor shall provide technical staff who are available to come to SFMTA sites where Contract services are provided to address issues during Customer Service Hours and as needed for emergencies upon request by the SFMTA.
- b) Contractor shall log any User issue; if the issue cannot be resolved immediately or through on-site technical personnel, Contractor shall notify the SFMTA, then track issue until it is resolved and submit a written summary of the issue and solution for future reference.
- c) Contractor shall track incidents by project, site and device, enabling technical personnel and SFMTA project management to diagnose outage or performance trends; in some cases there may need to be interaction directly with SFMTA IT.

## **1.3. SECURITY**

Contractor shall provide for the following security measures for CPMS related hardware, software and support services:

- a) Ability to restrict SFMTA staff access to the system by time of day
- b) Ability to restrict SFMTA staff access based upon proper authorization and authentication
- c) Unique User access identification that shall be reviewed and validated quarterly
- d) Audit trail of any modification to Customer records or User access parameters
- e) Transaction histories with date, time and identification of every transaction
- f) Strict control and reconciliation procedures for every system update
- g) Software virus detection and control
- h) Appropriate back up and archiving techniques that are periodically tested and evidenced
- i) The appropriate procedures to ensure that no sensitive printed or system information is accessible
- j) Printed material is disposed for shredding by an outside security vendor
- m) Appropriate security profile with audited evidence, i.e. yearly penetration testing reports and responses

## **1.4. CONTRACTOR FACILITY REQUIREMENT**

Contractor shall maintain a local facility to support CPMS functioning, including: project/operations management, data requests, local systems support and tow noticing.

### **1.5. DATA BACKUP AND RECOVERY**

Contractor shall ensure that the following tasks are completed:

- a) Backup of system is made weekly and daily, as directed by the SFMTA
- b) Daily incremental backups are made (including but not limited to: operating software, source code, procedures, copy, and transaction libraries)
- c) Manage and maintain an automated protection log control system that records all information pertaining to the CPMS database protection copy operations needed for an on-site or off-site recovery operation

### **1.6. MAINTENANCE, REPAIR AND RESTORE PROCESSES**

- a) Contractor is solely responsible for the maintenance and support of all hardware and software utilized in support of the Agreement; these must be maintained as appropriate to ensure ongoing support.
- b) Contractor shall proactively monitor software including performing regular diagnostics, reporting any irregularities, notifying field support personnel, and scheduling preemptive maintenance in advance of the onset of a hardware failure.
- c) CPMS must also be capable of scheduling system alerts to notify the SFMTA of issues impacting system functionality.

### **1.7. DISASTER RECOVERY**

Contractor shall have a Disaster Recovery Plan available ***within seven days*** of the Effective Date of the Agreement. The plan shall include the following components:

- a) An action plan
- b) Notification procedures to execute the plan
- c) Assigned and trained disaster recovery team
- d) All necessary resources (backup site, vault, transportation, etc.)
- e) Logistics needed to implement plan
- f) Directions to the backup facility
- g) Reporting and communication structure
- h) Identification and retrieval of backup files and supplies
- i) List of all team members and their assignments

### **1.8. PERIODIC TESTING OF EMERGENCY PROCEDURES**

- a) Contractor shall conduct an annual review of the Disaster Recovery Plan that ensures that the plan remains current and responsive to changes in technology, environment, personnel, and business considerations.



- b) Contractor shall notify the SFMTA's Contract Administrator in writing of the results of the annual review, and note any modifications to the plan.

#### **1.9. EXIT CLAUSE**

- a) Contractor agrees that SFMTA will own all data collected and maintained by the system during the length of the Contract including upon termination or expiration of the Contract.
- b) Following notice of termination, or expiration, of the Contract, Contractor shall provide to SFMTA all data in a readable electronic form determined by the agreement of both parties.

#### **1.10. ELECTRONIC ARCHIVING**

Contractor's CPMS shall provide the following processing capabilities:

- a) All data generated as part of the Agreement shall not be electronically archived unless Contractor receives notification from the SFMTA
- b) All archived data shall be maintained so that it may be retrieved for management reporting and auditing purposes
- c) The system shall indicate whether VLN's in the current database have additional Citations that have been archived. The information shall be readily available to inform Users that other Citations associated with a VLN exist
- d) The system shall be capable of restoring archived records to the database ***within seven Business Days*** after receipt of a request from the SFMTA.

#### **1.11. RECORDS DESTRUCTION**

Contractor shall not destroy any records associated with or data collected under the Agreement without written permission from the SFMTA.

## 2. DATA MIGRATION

- a) Should the Contractor substantially upgrade the software and hardware platform during the course of the agreement, the Contractor shall conduct a requirements analysis as part of the system upgrade delivery process; analysis shall begin with a data analysis of the current system where the Contractor shall work with the SFMTA to obtain a full snapshot of the current data.
- b) Snapshot shall be contained in a dedicated, separate environment that is isolated from any production environment for better in-depth analysis.
- c) The data analysis shall provide the following:
  - Data to be migrated
  - Data elements needed for migration (and those that are not)
  - Understanding of current data structure and data dictionary
  - Identify gaps and transformations to meet new business rules and policies
  - Identify data quality issues that may impact migration or functionality in the upgraded system
  - Identify interface needs and potential impacts

### 3. CPMS ACCEPTANCE TESTING

#### 3.1. INTEGRATION REQUIREMENTS

Contractor's CPMS and related systems shall have the ability to extract and load data in real time to and from the following systems, including but not limited to:

- a) **SFMTA Data Warehouse:** Daily transmission of 1) all Citations issued the previous day with corresponding attributes, 2) all successfully paid Citations identified by Citation number, payment date, and payment amount
- b) **San Francisco parking meter maintenance application:** Daily transmission of all meter faults noted by PCOs
- c) **License Plate Recognition (LPR) system:** Allow for batch integration with license plate recognition with vendor of SFMTA's choosing for Scofflaw, RPP, time-limit, parking meter and
- d) **Collections vendor:** Daily transmission of all accounts to be handled by the Collections vendor, and accept information from Collections vendor of all successfully completed collection accounts

#### 3.2. PERIODIC PERFORMANCE TESTING

The Contractor shall support SFMTA's testing efforts and comply with any and all testing requirements; and shall document any performance failures and take corrective action to remedy the failures.

#### 4. HANDHELD CITATION ISSUANCE SYSTEM (HCIS)

- a) As a subsystem of the CPMS, the Contactor shall operate and maintain a Handheld Citation Issuance system (HCIS) for use by parking, transit or other agencies and/or personnel authorized by the SFMTA to issue Citations.
- b) Contractor shall provide an interface between the CPMS and the HCIS that automatically communicates to the CPMS all data entered into the Handheld units on a real-time basis or in batches at a time specified by the SFMTA.
- c) Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the SFMTA.
- d) Contractor shall also ensure that data generated by the CPMS that is relevant to the HCIS is communicated to the HCIS in real-time or in batches.
- e) Contractor's HCIS must be compatible with the SFMTA's current Handheld devices, Motorola MC9500, until such a time as the SFMTA determines new Handhelds will be purchased.

##### 4.1. HARDWARE EQUIPMENT REQUIREMENTS

- a) The Contractor shall provide hardware and equipment accessories and services for the operation of the HCIS for up to 500 SFMTA personnel during the base term and a refresh of 500 during the extension term of the Agreement.
- b) SFMTA reserves the right to purchase additional equipment, extended battery packs and other accessories as necessary.
- c) The SFMTA will reimburse Contractor for actual costs of equipment purchased plus a five percent procurement fee.

##### 4.1.1. Handheld Device/Printer Requirements

- a) Lightweight, durable and water resistant; scratch resistant screen easily viewed in bright or low light, with a minimum battery life of 12 hours and the option to add an extended battery pack
- b) Wireless communications, minimum 4G LTE, for automatic upload of Citation records to CPMS in real time or in batches
- c) Barcode and QR scanning capability
- d) GPS location identification and reporting capability, including software with map integration for tracking, Geo-Fencing
- e) Video and voice recording, color camera, minimum of eight megapixels, with built-in flash capable of taking high resolution pictures in low light, files to be uploaded and attached to Citation record at point of issuance or through post-processing

- f) Automatic photo tagging capability when multiple photos are taken, each is assigned unique ID's associated with the correlating Citation
- g) In-vehicle charging, USB port adaptability, removable storage
- h) Portable printer with Bluetooth connectivity
- i) Comprehensive reference materials for use by SFMTA personnel using the HCIS
- j) Minimum battery life of 12 hours via internal battery
- k) Option to extend battery life above 12-hour minimum through external battery packs
- l) Option to add NFC capability, subject to availability on selected handheld hardware

#### **4.1.1. Maintenance/Warranty**

- a) Contractor shall be responsible for maintenance and service of all relevant HCIS equipment for the duration of the Agreement and maintain a sufficient supply of spare equipment at all times.
- b) Hardware shall be warrantied for the base term of the Agreement, with the option to extend warranties (at cost) should the Agreement be extended.

#### **4.1.2. Handheld Pilot and Equipment Replacement Schedule**

- a) Contractor shall indicate all Handheld/smartphone devices that are compatible with the proposed HCIS, and indicate what operating system is used for each (i.e. iOS, Windows or Android).
- b) Contractor shall provide a quote for costs of each Handheld, smartphone, printer and available accessories for SFMTA's review and selection for the pilot.
- c) Contractor shall cooperate in conducting the pilot test of the proposed replacement Handheld units and related equipment, including training and support sufficient to enable Enforcement Division personnel to use and evaluate the proposed replacement Handhelds and related equipment.
- d) Within 30 days of SFMTA selection of Handhelds and related equipment, Contractor shall place orders for the approved equipment. The SFMTA reserves the right to order Handheld devices through the City's designated Handheld device (smartphone) vendor.
- e) Contractor shall provide project management for transition of existing Handhelds and printers to new Handhelds and printers, including software integration, maintenance plan and wireless printing capacity.

- f) Contractor shall provide in-person new employee and quarterly refresher training of no less than 60 minutes and reference manuals for PCOs and SFMTA trainers at times and locations agreed upon by both parties on any replacement Handheld units or related equipment.

#### **4.1.3. HCIS-CPMS Connectivity**

- a) Transfer of data between the two systems must use a communications link that will protect the security of the data.
- b) The downloading process from the Handheld units to the CPMS must be fully automated and shall not require manual intervention.
- c) Contractor must ensure a secured integration between the HCIS and the CPMS.

#### **4.2. PROCESSING SYSTEM REQUIREMENTS**

- a) Contractor shall provide data processing capacity for the HCIS with the following features, functionality, supplies and services at each Enforcement Division location at no expense to SFMTA beyond Citation processing fees:
  - Two-way electronic transfer of Citation data, images and PCO tasks between the HCIS and the CPMS
  - Upload and download capabilities while in the field via remote communications
  - Materials shall include instructions for maintenance, the use of hardware and software components of the HCIS, and ongoing HCIS support
  - Uninterrupted access to HCIS by authorized Users designated by SFMTA to verify transaction status and generate reports and manage equipment status
  - Document procedures for data transmission and reconciliation
- b) Contractor must ensure the integrity of all data transmission, including but not limited to reconciliation of the number of Citations transmitted to the CPMS with the number received and processed from the Handheld unit, and an audit procedure to monitor accurate transmission of transaction records accepted by the CPMS back to the HCIS.
- c) Data transfer between the CPMS and HCIS must include VLNs or VINs of vehicles eligible for Booting or towing and stolen vehicles. The HCIS must merge and post such VLNs and vehicle status as eligible for Booting, towing or identified as stolen into appropriate, designated tables programmed into the software of the Handheld units.

#### **4.3. SOFTWARE REQUIREMENTS**

HCIS shall have a User-friendly, configurable interface that has the ability to generate, review and print paper Citations and utilizes autofill for standardized

fields such as time, date, PCO name and badge number, unique Citation number Beat and issuing agency.

#### **4.4. DEFAULT FUNCTIONALITY**

- a) Allow PCO to assign an enforcement Beat number to a Citation
- b) Retain Beat number assigned and apply to Citation when it is issued
- c) Autofill street address location based on Handheld GPS location or based on set values list
- d) Option to autofill street address based on set values list using “smart list” technology
- e) Utilize Geo Fencing for sectors, Beats, RPP and other areas as defined by the SFMTA for alerts and reporting
- f) Automatically capture GPS coordinates of any issued Citation
- g) Use a pre-loaded list of parking meters and pay-stations that prevents “free meter number entry” for any of the parking violations
- h) Support all field entries of existing Citation template
- i) Prompt camera image capture and the ability for images to be required for specified violation codes (e.g. prompt for three images for disabled placard violation)
- j) Timestamp transactions by the software’s internal clock
- k) Fine amount calculation
- l) Citation numbering requirements
- m) Ability to check in real time for payments
- n) Validate Scofflaw and parking Permit status in real-time and download to Handheld
- o) Prohibit Users from changing the Handheld time
- p) Upon receipt of SFMTA’s beat translation table, autofill Beat information based on Handheld GPS coordinates

#### **4.5. PCO PROMPT FUNCTIONALITY**

- a) Provide a drive-away option when a Citation is in progress and/or completed; Citation will be marked with a drive-away indicator in the system and automatically dispatched to a printing queue for processing by Contractor pursuant to CVC § 40202(d).
- b) Allow the PCO to view reports and modify data only to the extent authorized by their assigned security level.

- c) Allow PCO the option of entering street address location
- d) Allow the PCO to display all Citation data entered and to edit or modify any field without disruption to the Citation entry process
- e) Support the reprinting of an issued Citation; this reprinted Citation must contain the same time as the original Citation (reprint must be captured on the audit trail record)
- f) Support monitoring of vehicles in a fixed time zone
- g) Ability to use the Handheld for tire stem marking
- h) Allow the PCO to cancel a Citation in progress with a valid reason code and comments
- i) Alert Enforcement Supervisors to any Citation canceled in real-time and applicable reports.
- j) Prevent PCOs from voiding Citations after issuance
- k) Ability for User to review Citations issued on Handheld during an active login session
- l) Develop ability to log field maintenance requests. SFMTA will confer with Contractor on specifications for this requirement
- m) Allow PCOs to receive calls for service and escalate requests for support or a supervisor on-site

#### **4.6. ADMINISTRATIVE FUNCTIONALITY**

- a) Download, edit, and update data fields such as parking meter ID numbers, streets and blocks, Citation violation code with corresponding description, stolen vehicle and active Permit lists, comments and other data as specified by the SFMTA
- b) Set up profiles established by the SFMTA by User type/role (trainee, PCO, supervisor, and administrator) and access shall be set automatically when a security level is assigned
- c) At the request of the SFMTA, ability for appropriate SFMTA staff to immediately revoke User access via SFMTA's Active Directory
- d) Support the issuance and tracking of violation warning Notices
- e) Allow the SFMTA to query voids and/or cancellations by PCO, date, time and other ad-hoc fields that allow performance monitoring of staff
- f) Allow designated SFMTA staff to adjust Handheld time and other settings
- g) Allow for integration with parking meter vendors (single and multi-space) and pay-by-phone service provider and SFMTA Data Warehouse. For each integration, SFMTA should be able to check parking space payment status by block or by the individual space



- h)* Allow for dispatching and alert notification of field calls
- j)* Ability to report meter, parking sign and curb painting issues from the field. request maintenance and attach a camera image of the issue in real time
- k)* Allow PCOs to check, in real-time, for payments made via pay-by-(smart) phone and at multi-space meters, as well as query the RPP data file for valid Permits
- l)* Automatic “double check” feature that queries meter vendor or RPP database to warn the PCO that the ticketed space has a valid payment or Permit
- m)* Enable supervisors and dispatchers to send informational messages to a distribution list, or to individual PCOs that do not require follow-up, or that direct a PCO to perform a specific task
- n)* Allow PCOs to acknowledge and respond to supervisor or dispatched with the messaging tool
- o)* Allow managers to load files, or manually enter the boundaries of beats
- p)* When Citations are plotted on maps, allow Users to determine visually if Citations fall within the boundaries of a given beat, as well as the beat where it was written
- q)* Allow real time alerts can be sent to supervisors if Citations are issued outside of a geo-fence zone or if a PCO is spending excessive time outside of a geo-fence zone
- r)* Track and identify last location of a lost device
- s)* Option to send real-time alerts to supervisors if a device has not communicated to software within a predefined window of time

## **5. ENFORCEMENT MANAGEMENT SYSTEM (EMS)**

- a) Contractor shall provide an integrated solution that offers workforce management capabilities that include, but are not limited to: GPS capability, dispatch notifications, and enforcement Beat optimization.
- b) EMS shall identify enforcement sectors, Beats, RPP Areas, deployment strategies and detailed shift assignments for personnel.
- c) Enforcement supervisors shall have the ability to assign shift personnel to specific Beat and detailed shift assignments within the EMS.
- d) Assignment timelines must be configurable and have the ability to assign shifts for a variety of timeframes, including daily, hourly, weekly or quarterly.
- e) The EMS shall be integrated with the HCIS and Handhelds.

### **5.1. ENFORCEMENT BEAT OPTIMIZATION, ROTATIONS, ASSIGNMENTS**

The system shall provide the following to assist in effective deployment and performance monitoring:

- a) Ability to Geo-Fence areas and automatically define and collect Citation data and routes
- b) Develop Beat optimization routines based on PCO's Citation history, meter times, RPP numbers and times, driveway complaint integration
- c) Develop tools to monitor and report efficiencies of various routes for street cleaning, based on route boundaries (mileage) times and Citation issuance
- d) Develop auto texting for emergencies, signal problems, Muni re-routing or schedule changes, accidents, etc. as directed by the SFMTA, including real-time dispatch for driveway complaints
- e) Predict Citations based upon location and time
- f) Provide seasonal predictions for Citations
- g) Upon approval by the SFMTA, create new beats and assign enforcement routes for patrolling officers,
- h) Determine the comparative performance of officers

### **5.2. LICENSE PLATE RECOGNITION (LPR)**

- a) The Contractor shall integrate existing LPR's into the HCIS system and provide a cost proposal for additional units and real-time integration at the request of the SFMTA.
- b) SFMTA reserves the option to request quotations from the Contractor from multiple vendors to purchase additional equipment, to pay for any additional warranties and backend support and conduct pilots to test camera functionality as needed.

- c) LPR shall provide the following system functions:
- Equipment scans vehicle license plates and identifies the vehicle's location and time via GPS software for electronic chalking of vehicles for overtime parking Automated detection of an illegally parked vehicle
  - Automated camera initiation
  - Software also cross references license plate information with Scofflaw, paid or permitted status, stolen vehicle and other identifying tables loaded into the HCIS.

### 5.3. Tow NOTICING

- a) CPMS and HCIS shall interface with the SFMTA tow vendor's software to obtain towed vehicle information on a daily basis.
- b) Once a vehicle is towed, CPMS shall acquire the registered owner name and address from the DMV.
- c) CPMS shall mail a notice of storage to the registered and legal **owners within 48 hours, excluding weekends and holidays.**
- d) All activity associated with the towed vehicles shall be recorded and fully integrated into the license plate record in the CPMS and available for query by SFMTA staff.
- e) Contractor shall, through tow noticing, provide the following:
- An automatically generated sequential control number that is applied to each towed vehicle
  - The enforcement area that is associated with the location where the vehicle is towed
  - The geographical area, as defined by the SFMTA
  - The street address of the towed vehicle
  - The VLN, VIN, color, make of towed vehicle and type of vehicle
  - The date and time that the towed vehicle information is entered in the CPMS database with the log-on ID of the person entering the data
  - The status of the towed vehicle after initial investigation, investigating officer, time of the investigation, mileage showing on the vehicles, and any other comments
  - The impound status of the vehicle, the impounding officer, and the date and time
  - The Registered Owner's name and address
  - The mail date of the required notification to the Registered Owner, legal owner of the vehicle, and lien holder of the vehicle

#### **5.4. SCOFFLAW**

- a) Vehicles with five or more delinquent Citations are subject to Booting or towing; vehicles may not be released until all delinquent Citations and fees are paid.
- b) HCIS shall be updated with files on a daily basis to be recognized by Handhelds. Upon entering a license plate number, the HCIS shall provide an automated, real-time Scofflaw status check.
- c) The HCIS shall display the number of delinquent Citations and corresponding information.
- d) The HCIS shall provide an option for Enforcement personnel to send an automatically generated notification to request Booting of the vehicle.

#### **5.5. ABANDONED VEHICLE SYSTEM (AVS)**

- a) The law prohibits vehicles from parking in the same location for more than 72 hours. The Contractor's HCIS shall support enforcement of this law as follows:
  - Establish a unique, sequential number for each incident for tracking of vehicle complaints and to establish an audit trail
  - Allow the PCO to enter into the Handheld device vehicle information including the following: Location, vehicles make, plate number, photo images; and drop down or PCO-generated comments as needed. Information entered into the HCIS is known collectively as "first mark"
  - Enable PCO to note zone designations, including zip code, neighborhood and/or supervisor district for performance reporting or statistics
  - Generate a DMV request for registered and title owner information and assigns a transaction date, time and User ID
- b) Once a vehicle has been reported in violation, the AVS shall:
  - Display data collected in the "initial vehicle status" area of the abandoned vehicle detail/update screen that shows the following in addition to the first mark information:
    - Vehicle status (e.g. gone on arrival, duplicate or error)
    - Identification of investigating officer
    - Date of investigation
    - Current mileage on odometer (if visible)
    - Tire-stem location
  - Send alert to the HCIS to notify designated personnel to confirm vehicle status 72 hours from time marked and automatically insert first mark information at the time of follow-up.

- Allow the PCO to confirm that the vehicle has been moved or request and process a tow
- c) If the PCO requests a tow, the system shall
- Auto-populate the previously entered vehicle information.
  - Update the CPMS with the SFMTA tow vendor's vehicle management software so that tow information can be transferred at the time of an approved tow directly to the tow vendor's software
  - Automatically ping the CPMS to generate notification by mail to the registered owner of tow within 48 hours, along with a return envelope

#### **5.6. CITATION PAPER STOCK AND ENVELOPES**

- a) Contractor shall provide the following:
- Pre-printed Citation on polytherm stock, the weight and size of which shall be determined by the SFMTA
  - White, plain, 3-5/8" X 8-5/8", 17 Lbs./M envelopes, printed on both sides, with colored boxes with payment information
- b) The number of Citations and envelopes paid for by Contractor will be limited to 115% of the number of Citations issued at the end of each Fiscal year. Tickets and envelopes ordered in excess of 115% of the number of Citations processed by the CPMS will be reimbursed by the SFMTA to Contractor at cost established in Appendix B, Calculation of Charges.

#### **5.7. FIELD MAINTENANCE REPORTING**

The HCIS shall provide maintenance reporting capabilities that allow for PCOs to report field maintenance conditions and includes the following features:

- a) Capability to collect meter outage, curb (paint) and sign outages in real time (i.e. out in the field)
- b) Allows a User to input a maintenance issue (trouble ticket) that can be routed and tracked wirelessly to a designated User group
- c) Allows a User to attach a photo image of the outage
- d) Ensures that shift activity logs include any maintenance issues
- e) Automatically dispatches maintenance notifications to the appropriate email/text contact in real-time, or as a nightly cycle report, depending on SFMTA's preference
- f) Ability to generate manager and summary reports for all the previous day maintenance tickets in CSV and XML formats via Contractor's provided reporting tool, and route them to the appropriate distribution list(s)

### **5.8. INCIDENT REPORTS**

- a) Contractor shall implement an integrated incident report module for the HCIS that allows a User to input detailed incident records (follow up reports) to be tracked and attached to the corresponding Citation notice.
- b) Incident reports shall include the same information as the Citation and also allow the User to document a more detailed accounting of an incident, along with supporting images.
- c) The HCIS shall identify the Citation number as the case number associated with the incident record.
- d) Users shall have the ability to access the report module and input from a Handheld or Enforcement computer.
- e) Users shall have the ability to print reports from the Enforcement computer.
- f) All associated records for each Citation, including from the report module, shall be retained with the case file and have the ability to be queried and reviewed by a designated User.

### **5.9. UPGRADE REQUIREMENTS**

SFMTA shall require the following requirements for EMS after system upgrade to HCIS is complete

- a) Allow authorized Users to select from a list of officers to assign them specific beats for current and future dates
- b) Allow authorized Users to enter information such as vacation, sick leave, special traffic control duties and classroom training
- c) Option to add third party inventory management software that can perform the following tasks:
  - Add new assets in or remove aged assets out of the system
  - Assign due-date and due-time when checking in/out assets
  - Track assets by route, sub-route, function or authority and by item & serial number
  - Move items by route, function , authority, or custom filter
  - Attach any type of file to an asset – pictures, inspection report, manufacture specification
  - Creation of lasting asset tags, with barcode labels
  - Purchase order and date, warranty details, and/or cost
  - Implement a maintenance and audit schedule for assets by User selected parameters.

## 6. CITATION PROCESSING

The CPMS provided by Contractor shall offer complete parking Citation management services that is fully integrated with all systems identified in this document, including all data processing hardware, software, equipment and support services. User interface shall be flexible and customizable with intuitive navigation and query capability utilizing drop down menus and auto-fill capabilities for common tasks. Contractor shall provide the hardware, software, equipment and services with the following general features, functionality and services at no expense to the SFMTA beyond the monthly management fee identified in the cost proposal unless otherwise noted.

### 6.1. NEW CITATION PROCESSING

The CPMS shall support all phases of Citation processing, from initial issuance of a Citation to final resolution by payment, dismissal, or other disposition. The CPMS shall perform the following functions for processing Citations:

- a) Ensure that each electronically generated Citation has a unique number of algorithm check digits to avoid duplication
- b) Maintain for viewing and reproduction by end User of electronic facsimiles of all Handheld unit issued Citations attached to Citation record
- c) Maintain records of all voided computer generated Citations that can be identified by query
- d) Allow for corrections to electronic and handwritten Citations.
- e) Process electronic Citations issued to motorists who leave the scene of a violation prior to the Citation being placed on the vehicle (“drive-away”) that will allow a facsimile Citation to be mailed to the Registered Owner **within fifteen days** of the issuance of a Citation in compliance with CVC § 40202(d)
- f) Provide an audit trail that lists the status of all Citations by number, regardless of whether a Citation was paid, damaged, destroyed, or otherwise disposed

### 6.2. HANDWRITTEN CITATION PROCESSING

Contractor is responsible for data entry or scanning of these Citations to create the Citation record. Procedures for handwritten Citation processing shall include the following:

- a) Daily collection of handwritten Citations from locations designated by the SFMTA.
- b) Data entry of handwritten Citations into the CPMS **within three Business Days** of receipt
- c) Maintain documentation and daily reconciliation of handwritten Citations received and processed

- d) Reconcile handwritten Citation entry report and resubmit handwritten Citations that do not successfully update to the system ***within two Business Days*** of original entry
- e) Data verification and quality control process to validate the data transcribed from handwritten Citations, including checking for valid combinations of alpha or numeric data for particular fields, a check-digit algorithm to control errors in the Citation number field, and crosscheck edit of batch numbers and batch counts
- f) Imaging of the front of all handwritten Citations and update to Citation record
- g) Maintain for viewing and reproduction by end User of the front image of the handwritten Citations
- h) Mark handwritten “drive-away” Citations in the system for processing auto-generated letter and automatically dismiss any citation where DMV does not return an address within ten days.

### **6.3. DMV DATA INTEGRATION**

- a) Contractor must provide real-time integration with the California DMV to obtain registered owner (RO) information based on vehicle license number (VLN) or vehicle identification number (VIN) from original Citation and update Citation records for Citation processing.
- b) The CPMS shall also use available communication mechanisms to obtain the same information from all other state motor vehicle registries where states allow such access.
- c) Citation processing shall include daily placement and release of vehicle registration holds with the California DMV, and other states’ registries whenever possible.
- d) In addition to the name and address of the Registered Owner of a cited vehicle, Contractor shall collect and display VIN in a format that allows a direct comparison with the last four digits of the VIN entered from the original Citation.
- e) The system shall record data for future use in authorized activities.
- f) Contractor must ensure that the system will protect confidentiality for all data obtained from DMV and comply with all data confidentiality and security standards required by DMV or other state registries, and applicable state laws.
- g) The system shall be able to perform all necessary actions to release DMV holds or change vehicle Booting and impound eligibility based on Citations that have been paid.
- h) The system shall be able to produce, in a format printable from a standard office printer, a DMV abstract that will satisfy DMV that the Citation has been cleared or suspended. In addition, the system shall be able to process other fees such as special collections, Boot removal, payment plan and community service.



#### 6.4. NAME AND ADDRESS PROCESSING

The CPMS shall perform the following name and address processing functions for violations involving vehicles displaying a California license plate or registered in the State of California.

- a) Obtain Registered Owner information on a daily basis from vehicles towed by SFMTA
- b) Process all DMV name and address transactions required to support SFMTA parking operations
- c) Interface directly online and in real-time with the vehicle registration database maintained by the California DMV
- d) Process error messages resulting from returned DMV information and accurately update the information
- e) Request California Registered Owner information *within three Business Days* of a new Citation record being updated or entered into the database
- f) Make at least five attempts to obtain VLN information where the initial request is returned because name and address information was not available (“no hits”) at 30-day intervals
- g) Query DMV for Registered Owner information using either VLN or VIN
- h) Document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered Notices in the Citation history and to retain and display the incorrect address information until updated information is received
- i) For Nixed Citations
  - Schedule the processing of additional inquiries to DMV to obtain Registered Owner information when SFMTA determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address
  - Continuously evaluate this schedule based upon the number of positive responses received in repeat cycles
- j) SFMTA will pay directly for costs related to placing holds on vehicle registration renewals with CA DMV

#### 6.5. REGISTRATION HOLD INTERFACE

DMV allows local jurisdictions to request a registration hold for unpaid parking violations. Contractor shall, through the CPMS, perform the following registration hold functions and document each step of the process in the CPMS:

- a) Evaluate Citation records to determine if vehicles are eligible for placement of registration holds with DMV database.

- b) Provide an online, real-time interface with DMV to place timely registration holds, automatically forward release information to DMV within one calendar day of Citation payment or dismissal, and document acknowledgment of receipt of required information by DMV.
- c) Forward eligible Citations to DMV and track the status of each Citation online from the initial hold request until the final hold clears including DMV confirmation or error codes. Suspend DMV processing when payment or suspend transactions are applied to the Citation record.
- d) Update the Citation history for each Citation associated with a registration hold to indicate the most recent processing step in the hold cycle. Maintain a detailed history of each Citation associated with a registration hold that document each step in the registration hold processing cycle.
- e) Release the DMV registration hold in the CPMS within one calendar day of Citation payment or to suspend DMV processing when payment has been received or other actions releasing Citation from collections are applied to the Citation record.
- f) Monitor and produce reports of registration hold and release transactions with DMV, and correct any registration hold processing errors.
- g) In the event that other state DMVs begin to reciprocate registration hold processing with California, expand the use of registration hold processing as directed by the SFMTA.
- h) Provide the SFMTA access to detailed DMV registered owner information to monitor and produce reports of registration hold and release transactions with DMV, and correct any errors.
- i) Provide monthly report to the SFMTA of Citation holds rejected by the DMV, including reason.

#### **6.6. DMV PAYMENT TRANSFER UPDATE**

Contractor shall update the CPMS database with all Citation payment transaction details upon receipt of the information from DMV. Information received from DMV about payments made to DMV shall be reconciled with CPMS.

#### **6.7. REGISTERED OWNER RECONCILIATION**

Contractor shall, through the CPMS, provide the following Registered Owner reconciliation functions:

- a) Automatically compare the issue date of each Citation with the vehicle registration information on file with DMV to ensure that the correct vehicle owner is identified.
- b) Assign responsibility for each Citation posted to the database to the Registered Owner at the time a Citation was issued. Citations issued before a

change of vehicle ownership is registered with DMV shall be assigned to the previous owner.

- c) Accommodate the online manual entry of Registered Owner name and address information. The updated information shall be posted overnight to the system. Contractor will develop a process to restart the Noticing process for all citations reassigned to a new RO after the first notice has been sent.
- d) Provide online, real-time displays of multiple Citation records for a single VLN or VIN by date of vehicle ownership.
- e) The system shall use registration date information to assign legal responsibility for each Citation to a Registered Owner based on the effective date that the VLN was assigned to a particular individual by a motor vehicle registry.
- f) Reliably and automatically compare the issue date of each Citation with the vehicle registration date information on file at DMV.

#### **6.8. TEMPORARY CITATION RECORD**

- a) Contractor shall create temporary Citation records to serve as a marker for immediate processing of payments and other transactions (e.g., ad hoc upload of images, PDF documents, creation of remarks, etc.) prior to an official Citation record being created.
- b) Once Citation record is uploaded, Contract shall ensure that data is merged and all processing information, including but not limited to dates and times, codes, images, notes, etc., is permanently updated to the new Citation history.
- c) CPMS shall have the ability to generate reports containing all unresolved temporary Citation records that were added to CPMS (redundant).

#### **6.9. DATA CORRECTION**

- a) When a Citation record is corrected, the CPMS shall update the Citation record with the new data and retain a history record of the prior data.
- b) The history of the transaction or "audit trail record" shall record the date, time and log-on ID of the person making the correction.
- c) The system shall have different security levels for different categories of record changes, as specified by SFMTA.
- d) When crucial data fields such as violation code or VLN are corrected, the system shall automatically perform any necessary processing actions, including sending a new name and address request to DMV or reinstating a Citation into the noticing cycle.

#### **6.10. CITATION INQUIRY**

- a) Contractor shall, through the CPMS, provide online, real-time access to all Citation record detail, including Citation data, registered owner information, status of payment, review, etc. CPMS shall provide the data by detail categories and summary format as directed by the SFMTA. CPMS shall also provide graphical User interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.
- b) The CPMS shall display cross-referenced information for the VLN, including registered owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data, and status indicators showing certain conditions, such as a bad check, credit card chargebacks, or unpaid administrative fees; the information to be displayed shall be determined by SFMTA for each Citation.
- c) CPMS shall have the ability to alert the User if other related data is available that is not displayed on the data screen.
- d) The CPMS shall have the ability to identify records on a split plate reports where data entry or slight differences in DMV information may result in a split plate record and allow Users to combine records.

#### **6.11. CITATION DISPLAY**

Contractor shall, through the CPMS, provide online, real-time display of Citations that share a common characteristic. Entering a VLN shall generate the following information:

- a) All Citations assigned to the VLN, and if the VLN is associated with more than one RO, the system shall display the date of the change in RO
- b) The option of displaying only those Citations that are not paid or dismissed, with an unpaid balance owed
- c) Display of Citations that meet SFMTA's eligibility criteria for vehicle Booting or towing
- d) Display of all Citations currently identified by DMV for a hold on registration renewal

#### **6.12. CITATION DETAIL**

The CPMS shall also provide the following information for all Citation records:

- a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code and description, issue date and time, location, amount due, and current processing status
- b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code

- c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner information and effective date of vehicle ownership
- d) Financial Data: The original Fine amount plus the dates and amounts of any penalties or fees that have accrued
- e) Mail Data: The mail date and description of all Notices or Correspondence letters mailed, including any return or forwarding mail information
- f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from DMV, and the date that a registration hold was placed, confirmed and released by DMV
- g) Registry Data: The vehicle make as recorded by DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal
- h) Adjudication Data: The date and time of any Administrative Review or Hearing and subsequent decision
- i) De Novo Data: Date and disposition of De Novo hearing
- j) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension, and the date that suspension is to be removed
- k) Correspondence and Notice Data: The date, time, code, and description of all Correspondence and Notices mailed relating to a Citation. End User ability from the Correspondence and Notice data screens to download using a standard browser, and print to a standard office printer
- l) Payment Data: Payment date, payment source (lockbox, walk-in, DMV, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number
- m) Any and all photos taken at the time of Citations issuance

**6.13. ADDITIONAL CITATION REMARKS**

- a) The CPMS shall be capable of inputting and capturing additional remarks and related information regarding a Citation.
- b) Access to the remarks screen shall be available for every Citation record and record the date, time and User identification of the person entering the remark.
- c) Data entry on the screen shall be controlled by security access authorization as directed by the SFMTA.
- d) Once a remark is added and saved to a Citation record, that remark and related information may not be edited, deleted, or otherwise altered.

- e) The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters.
- f) There shall be no limit on the number of remarks screens that can be associated with a particular Citation record.
- g) Multiple screens shall be displayed in reverse chronological order with the screen containing the most current data displayed first.

#### **6.14. CITATION HISTORY**

- a) The CPMS shall create a permanent audit record of all actions taken in association with every Citation record.
- b) All transactions shall be listed in reverse chronological order (newest to oldest), with the transaction type (payment, hearing, etc.), transaction date, User ID of the person who processed the transaction, and all other codes and information applicable to the transaction.
- c) The history shall also detail all collection activity, collection and Correspondence by type, date and mail date, cashiering activity, and complete historical data, such as name and/or address changes or other manual or automated corrections and revisions.
- d) The CPMS shall be able to generate reports based on Citations spatial data.

#### **6.15. VLN/VIN DETAIL**

Detailed CPMS information related to a particular VLN or VIN shall be immediately accessible in an online, real-time environment. VLN/VIN detail shall include information related to a single VLN/VIN for each known RO, separated into various categories, including:

- a) General Information: The VLN, VIN, effective date of vehicle registration
- b) Registry Information: The date on which DMV data were requested, date that information was returned from DMV and either confirmed or errors noted, the date that data was processed by Contractor by updating the database with the Registered Owner full name, address, and VIN
- c) DMV Hold Data: The number of Citations charged to the VLN that is currently confirmed and on hold at DMV, and data on the holds that have been released
- d) Immobilization/Impound Data: The number of Citations that are eligible toward immobilizing (Booting) or impounding a vehicle (towing), in compliance with California law, and the total amount of outstanding Fines
- e) Returned Mail Data: The date that any notice was returned by the Post Office as undeliverable

- f) Correspondence Mail Data: Reverse chronological listing of Correspondence mailed to the responsible party for a Citation, including the date and time mailed and the type of Correspondence
- g) Summary of fees: All Citations penalties charged to the responsible party for a VLN with any payments or penalty waivers recorded and displayed
- h) Financial Summary Data: The total amount of Fines and fees due from a responsible party for a VLN and any unpaid balance
- i) Comments Field: A field for SFMTA staff to make comments about a particular VLN that is separate from the remarks field associated with a particular Citation. The comments entered shall be retrievable and viewable by Citation number, VLN, or Registered Owner name

**6.16. MAKE-MISMATCH**

- a) The CPMS shall have the ability to temporarily suspend Citations where DMV has returned vehicle make information that is not consistent with the information entered on either the Handheld or handwritten Citation. On a bi-monthly basis, Contractor will compare the VIN returned by DMV to that entered on original Citation
- b) If both the VIN and vehicle make do not match and no payment has been posted, Contractor will automatically dismiss the Citation, updating the record to reflect the dismissal reason, otherwise, the Citation shall be released for standard processing and noticing
- c) Contractor will provide a monthly report of the disposition of these violations

**6.17. ELECTRONIC IMAGING**

- a) The CPMS will enable internal and, to a limited extent, external Users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.

Contractor shall provide a means for Users accessing imaged documents to pick the specific image they need to review without having to scroll through all available images

**6.18. UNDERPAID ACCOUNTS**

Contractor shall generate automated Notices whenever a partial payment is received for a Citation.

**6.19. OUT-OF-STATE CITATION PROCESSING**

- a) For Citations issued to vehicles registered outside of the State of California, Contractor shall request Registered Owner information from the appropriate state DMV, update CPMS with the Registered Owner information and send out all required Notices.

- i) Maintain current and complete interface specifications requirements, plate types, registration renewal update schedules, and other critical processing information for out-of-state DMVs
  - ii) Acquire out-of-state DMV files, including updates, for states that makes such files available for purchase
  - iii) Recognize and accurately separate out-of-state registration records based on changes in ownership
  - iv) Obtain the Registered Owner's name and address from the appropriate state vehicle registry
  - v) Ensure that all data fields required by an out-of-state DMV are completely and accurately submitted
  - vi) Issue Notices of Delinquent Parking Violation to Registered Owners and follow-up Notices as recommended by Contractor and approved by SFMTA
  - vii) Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state
  - viii) If an out-of-state DMV return provides a valid match, ensure complete processing, tracking, and collection efforts for the Citation
  - ix) Update CPMS with Registered Owner information
  - x) Monitor changes to legal restrictions on the use of DMV data, such as the federal Driver's Privacy Protection Act, and advise SFMTA of the need to update business practices to meet compliance with any such requirements, as well as report on changes at the CA state level with regards to implementing federal requirements.
  - xi) Issue reports to SFMTA to assist with documenting, monitoring, and processing oversight of Citations issued to out-of-state vehicles
- b) Noticing and payment procedures for out-of-state vehicles shall be consistent with those for in-state vehicles. SFMTA staff will handle all direct Customer service inquiries for out-of-state violations..

#### **6.20. RENTAL VEHICLE CITATION PROCESSING**

- a) Contractor shall establish a process for rental companies to provide contact information for the liable party and update the Citation record with this information. Rental companies shall provide information to the Contractor regarding the individual who rented or was driving a vehicle registered to the rental company at the time of issuance of a Citation before the notice of delinquent parking violation will be re-issued to the identified driver in compliance with California Vehicle Code requirements.



- b) Contractor shall obtain an affidavit of non-liability fully executed by the company identifying the individual assigned or driving the vehicle on the date and time of the violation and legally sufficient supporting documents.
- c) Contractor shall update all information provided by rental companies to comply with the California Vehicle Code requirements including the issuance or reissuance of a Citation, submission of affidavits of non-liability and supporting documents, payment deadlines, Protest deadlines, compliance Citation (i.e., fix-it tickets) requirements, and liability for stolen vehicles.
- d) Contractor shall complete the update **within two Business Days** of receipt of information. Contractor shall use skip-tracing to obtain correct address information for returned mail sent to individuals identified by rental car companies.
- e) Contractor shall ensure that noticing and payment procedures for leased and rental vehicles shall be consistent with those for in-state vehicles once the record has been updated to reflect the responsible party. SFMTA staff will handle all direct Customer service inquiries for rental vehicle violations.
- f) Contractor shall mark rental vehicles with special indicators, depending on the type of assignment (e.g. rental fleet, short-term leases).

#### **6.21. FLEET AND GOVERNMENT VEHICLE SYSTEM (FGVS)**

The SFMTA offer the option for large businesses, the SFMTA, and City and County of San Francisco departments to streamline the billing process. Once enrolled, these companies and departments receive a single monthly bill for all Citations issued to an enrolled VLN. No late penalties or additional fees accrue for enrolled plates.

The CPMS shall provide the following functions for FGVS:

- a) Enrollment and maintenance of existing FGVS accounts, including enrollment date, contact information, date of termination, enrolled vehicles, etc.
- b) Electronic invoicing and payment tracking
- c) On-demand report function with export option to standard Excel format
- d) Create account based system for participants to look-up and pay invoices online
- e) Option to create a fleet web portal for fleets of commercial vehicles that allows companies to maintain their accounts without SFMTA staff intervention.  
Functionality to include the following:
  - i) Update contact information
  - ii) Add or terminate plates from their fleet
  - iii) View new ticket reports or overdue reports online, on a designated day of every month

- iv) Download a monthly invoice showing all fleet Citations issued during a specified period
- v) Pay invoices online (through a link to Pay-By-Web)
- vi) View ticket images and associated data for any vehicle enrolled in the fleet program

#### **6.22. PAY-BY-WEB (PBW) AND PAY-BY-PHONE (PBP) SERVICES**

Contractor shall provide services that accept payments for Citations, Permits and Boot Removal fees via the internet using a debit or credit card or through telephone calls to the SFMTA Customer Service Center. Contractor shall balance all transactions and transferred amounts, and resolve any discrepancies. Contractor shall have the capacity to identify through the CPMS the distribution of funds through formulas required by the SFMTA and state law.

Services shall include the following:

- a) Full compliance with Level 1 Payment Card Industry Data Security Standards including mandated updates. The Contractor shall act as Merchant of Record, until the SFMTA exercises its right to assume this function.
- b) Full integration with CPMS and PPS, with the ability for the SFMTA to audit all transactions made via the internet
- c) All payments shall be recorded and updated in the CPMS and PPS
- d) Detailed information regarding each transaction, including last four digits of the credit card number, registration, date and time of transaction, authorization status, and amount of payment shall be captured and retained
- e) The service shall provide operational and management reports and appropriate audit trails to monitor the performance of the system
- f) The PBW system will provide a web-based interface for online purchases of fare media, parking cards and other items identified by the SFMTA and subject to requirements stated for Citation payments. Contractor shall submit a summary of the previous day's transactions to the SFMTA of all Citation and Permit payments received, items purchased and Customer receipts for fulfillment of orders. CPMS shall be integrated with cashiering to allow for SFMTA staff to process transactions and accept payment
- g) Ability to perform research and payment investigations based on storage of muted credit card number.

#### **6.23. CASHIERING SUPPORT**

- a) Contractor shall provide a fully integrated cashiering system for in-person Customer transactions including but not limited to Citation payments, Permit issuance, Boot removal, temporary tow-away signage and other SFMTA fees for

programs or services, as well as payment for purchase of various items such as transit maps and fare media.

- b) Contractor shall provide access to system at all locations where payments are accepted including the SFMTA Customer Service Center, the City's towing facility's Customer services center, the SFMTA's Sign Shop, and other locations as specified by the SFMTA.
- c) Contractor shall ensure that the cashiering system shall operate in a real-time mode, and shall provide the capability of accepting payments during periods when data communication lines are temporarily inactive. The system shall be capable of transferring transactions to the processing database **within 15 minutes** after data communication lines are restored.
- d) Contractor shall ensure that the cashiering system performs the following functions:
  - i) Retrieval of information from the CPMS database such as Citation status, vehicle history, RPP status, and DMV inquiries
  - ii) Print a detailed payment receipt
  - iii) Creating a clear, auditable record of payments received including options for imaging of check or money order rendered at SFMTA Customer Service Center
  - iv) Processing payments for Citations that have not yet been entered into the database including single Citations, multiple Citations, and Citations on one or more VLN's or VIN's in an online, real-time environment
  - v) Perform all necessary actions to release DMV holds or change vehicle Booting and impound eligibility based on Citations that have been paid
  - vi) Produce a DMV abstract that satisfies DMV that the Citation has been cleared or suspended
  - vii) Accept and process payments for Permits
  - viii) Accept and process payments for boot fees
  - ix) Process transactions for City-imposed fees, purchase of fare media items or other payment transactions as established by the SFMTA
  - x) Process citation payments even in the event of a network outage
  - xi) Enable a supervisor, or analyst (subject to written approval) in another office to see cashiering activity during the day on their screen and if needed set up functionality where only they can enter adjustments if the cashiers make a mistake
- e) Incorporation of security and financial control measures including, at a minimum:
  - i) Password security to gain access to the system
  - ii) Segregated cash out by operator

- iii) Automatic check endorsement
- iv) Separate totals for cash, check, money order and credit/debit card transactions
- v) Operator name or User ID, date and time as a record for each payment or adjustment transaction.
- f) Reconcile payment transactions, including:
  - i) Balancing of monies received in a Summary of Revenue Distributions report that automatically generates a listing of the totals by method of payment and revenue category (Citation, fare media, tow, etc.)
  - ii) The ability to balance out each cashier or workstation register with the receipts generated at the register as needed. Separate deposit preparation for each cashier prior to pick up
  - iii) The ability to provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs

#### **6.24. COMMUNITY SERVICE AND PAYMENT PLAN PROCESSING**

The CPMS shall provide a tracking system, fully integrated into the CPMS for work credit and payment plans. The system shall:

- a) Create work credit or payment plans by license plate for parking violations and identification number/name for transit violations
- b) Identify plans by work credit or payment plan and generate a unique plan number
- c) Issue a document to the Customer that details the terms of the work credit or payment plan including Citation numbers, dollar amount, and deadline for completion
- d) Generate reminder and default Notices to Customers
- e) Generate reports detailing active, completed, cancelled agreement plans by different ranges, Customer names, and plan activity as directed by the SFMTA
- f) Allow for selection at the Contract level and indicate partial payment, full payment, full work completed, combination of work and payment completed or failure to complete work
- g) Accommodate more than one vehicle within a single contract
- h) Accommodate more than one VLN and or VIN number within a single installment payment contract to keep track of multiple records and apply payments successfully to CPMS
- i) Upon request from SFMTA, generate reminder and default Notices to Customers

**6.25. WEB PORTAL**

Contractor shall maintain a web portal to allow Customers to view status of Citations, including payments received, Citation Protest review status, and late penalties applied to the satisfaction of the SFMTA.

## **7. PERMIT PROCESSING SYSTEM (PPS)**

All technical requirements for the CPMS listed in Section 1 of Appendix A shall apply to the PPS. In addition, the SFMTA reserves the right to remove PPS requirements from the Agreement through amendment to Appendix A and discontinue any costs related to PPS services. The Contractor shall negotiate in good faith with the SFMTA any transition adjustments required to discontinue Permit services.

### **7.1. MASTER ELIGIBILITY LIST**

Residential Parking Permit eligibility shall be based on a block limit table that is fully integrated into the system. SFMTA staff will have the ability to add or delete addresses individually or by ranges and may be limited by sides of street and/or excluded addresses. PPS shall perform a cross-check against this table prior to the issuance of any Permit, whether in-person, by mail or online, to ensure eligibility.

### **7.2. ACCOUNT FUNCTIONALITY**

The PPS shall:

- a) Track Customer name, address, phone number, email address, individual RPP account number, parking Permit history, vehicle type and vehicle registrations
- b) Provide the SFMTA with the ability to edit Customer accounts/records (i.e. Customer name, address, vehicle information, notes, etc.), and maintain an audit history for all edits and changes
- c) Allow for notes to be added by Agency staff at the account level and individual Permit level during and after the Permit registration process
- d) Allow for cancellation of RPP Permits, including Permit holder profile and application history, residential Permit parking area street name and address inventory, and Permit history
- e) Provide a complete RPP history file for each Permit applicant.
- f) Institute controls that can be overridden by an SFMTA supervisor that designates the number of Permits that can be issued per address.
- g) Update the CPMS plate level fields with Permit information.
- h) Maintain pre-fixed editable letters to be attached to account record.
- i) Provide the ability to identify individual addresses with a marker visible to the end User to identify addresses that have, or have had, multiple accounts (e.g., large residential buildings, private postal mailbox services, etc.)
- j) Contractor shall not destroy any records associated with or data collected under the Agreement without written approval by the SFMTA.
- k) Prevent the issuance of Permits on vehicles with delinquent Citations (per Transportation Code, Division II, Section 902(c)).

### **7.3. INTEGRATION REQUIREMENTS**

The PPS is currently part of the CPMS. Contractor's PPS shall also be integrated with the following systems outside the CPMS:

- a) LPR System
- b) SFMTA Data Warehouse
- c) California DMV
- d) City's lockbox provider (if implemented)

### **7.4. PERMIT PRINTING AND FULFILLMENT SERVICES**

- a) The SFMTA will provide the inventory estimates used to determine the print quantities for each label color.
- b) Permits shall have a minimum useful life of 12-months.
- c) Contractor shall provide RPP fulfillment services that integrate the Permit system's online, by mail and in-person components with an automated RPP printing system to transmit renewal orders for residential permits on a twice weekly basis for on demand printing & fulfillment of Permits.
- d) On demand printing shall allow for personalized information, such as the license plate, to be electronically printed directly onto the Permit.
- e) Contractor shall print adhesive backed Permits for four-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.
- f) Contractor shall forward daily exception report to SFMTA for Permits required to be processed manually
- g) The SFMTA reserves the right to add additional permits to the fulfillment process. Contractor shall indicate at the time of requests any costs for this modification

### **7.5. PRODUCTION PROCESS**

- a) Contractor shall fulfill permit production within 21 days of payment posting.
- b) Contractor shall ship pre-printed ticket stock within 30 days of receipt of SFMTA's written request.
- c) The first production and printing process shall include pre-printing the Permit designs on a reflective material, with various colors for each district and the ability to write a license plate number in permanent marker on the Permit.
- d) The Permit material is a bumper sticker designed for exterior application with a minimum of 12-month adhesive and color durability.
- e) Permit adhesive is designed to break Permit material into pieces if removed off of the bumper.
- f) The Permit will be integrated as part of a mailing form.

- g) The RPP instructions and regulations that are included with the Permit will be pre-printed on the back of the mailing form.
- h) The second production and printing process will imprint the personalized Customer information onto the Permit (Permit Number, District Letter, Expiration Date and License Plate) and the order confirmation on the mailing form (mailing address and order confirmation)

#### **7.6. AUTOMATED RENEWALS**

The system shall generate batch Notices for Permit renewals. Vehicle registration will be compared with DMV prior to notice issuance and any vehicle not currently registered in San Francisco will be withheld from renewal. Notices shall include a list of all delinquent Citations issued against the permitted plate. The system shall prevent the issuance of Permits on vehicles with delinquent Citations (Transportation Code, Div. II, Section 902(c)). Online renewals shall be pin-based to prevent renewals for accounts where notice was not received at RPP address.

The SFMTA shall pay actual costs for renewal Notices, including postage.

#### **7.7. PERMIT REPORTING REQUIREMENTS**

PPS shall have the ability to generate comprehensive, flexible reports that include the following:

- a) Daily Area Code Activity Report that provides an analysis of RPP Permits issue by RPP area and RPP Permit type;
- b) 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;
- c) Daily Clerk Log detailing all RPP related transactions and associated Citation payments for a specific date by Employee name.
- d) Monthly Area Report that documents active Permits and accounts by street, RPP area;
- e) Daily Cash Report detailing all money received during the previous day, sorted and subtotaled by User ID and transaction or product type;
- f) Citation Issuance and Collection Report detailing all active Permit holders who have outstanding Citations and the amount due;
- g) Monthly Activity Report that summarizes all activity occurring the prior month by RPP area;
- h) Permits by Block Report that details active accounts and Permits for each RPP area by block number;
- i) Permit Issuance Report that details all Permits issued the previous day sorted and subtotaled by User ID;



- j) Permit Cancellation Report that details all Permits canceled or placed on hold status the previous day, sorted and subtotaled by User ID;
- k) Permit Adjustment Report that details all Permit adjustments processed the previous day, sorted and subtotaled by User ID;
- l) 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;
- m) Permit Denial Report that details Customer's outstanding Citations;
- n) Renewal Notice Register produced prior to mailing renewal Notices to enable the SFMTA to inspect Permit renewal Notices before mailed.

The SFMTA reserves the right to request up to 10 additional reports from Contractor at Contractor's expense as needed. Upon SFMTA request, Contractor shall provide the SFMTA a proposed report format and shall make the report available to the SFMTA **within 15 Business Days** after SFMTA approval of the report format unless the parties agree to a different time schedule.

#### **7.8. ADDITIONAL PERMITTING SERVICES**

- a) Upon SFMTA's request Contractor shall supply a portal that allows Customers to apply for new Permits online with the following functionality, Contractor shall notify the SFMTA at time of request if there are development charges
  - i. Customers will have the option to go online to confirm eligibility and upload the required documentation
  - ii. The Contractor's PPS shall upload Customer applications and documentation for staff review and approval
  - iii. Upon SFMTA approval, the PPS shall send an email to the Customer advising them that their application was approved and instructing them to pay online; if the application is denied, the PPS shall send notification to the Customer via email.
- b) Online Temporary Permits – Upon SFMTA's request, Contractor shall implement a way for existing RPP account holders to purchase and print on-demand one-day or temporary parking Permits. Permits shall include a barcode, QR code or other validation options to be integrated with HCIS.
- c) Taxi Permits – Should the SFMTA exercise the option to add taxi Permits to the PPS, Contractor shall collect requirements to develop a plan and pricing proposal for taxi permitting that will: track all Permit types, new and renewal; provide noticing as required; provide financial data; track payments collected and due; and generate reports as determined by the SFMTA.

## 8. NOTICES AND CORRESPONDENCE

- a) Contractor shall develop and manage the controls exercised by CPMS to provide a notice and Correspondence program that is accurate and timely to the satisfaction of the SFMTA.
- b) SFMTA must approve in writing all letters, forms, Notices, other documents, and procedures used by Contractor. Contractor may recommend generating additional Notices or Correspondence to Customers.
- c) Prior to adopting any changes, Contractor shall explain in writing the benefits and costs of such changes and obtain prior written approval from the SFMTA before implementation.
- d) The program shall provide the following Citation notice and Correspondence functions:
  - i. Print and mail all Notices and Correspondence required to support CPMS. Provide an image management system that tracks and processes incoming Correspondence and Permit viewing of scanned Correspondence to support SFMTA and Customer service operations to the satisfaction of the SFMTA
  - ii. Provide an automated Correspondence function that allows SFMTA staff to automatically generate form letters to the satisfaction of the SFMTA
  - iii. Implement system controls to provide accurate and timely Notices and Correspondence that incorporate industry-specific design and mailing techniques to the satisfaction of the SFMTA
  - iv. Provide a complete audit trail for all Notices and Correspondence to the satisfaction of the SFMTA
  - v. At SFMTA's request, Contractor shall print and mail letters to Customers, as well as image outgoing Correspondence.

### 8.1. NOTICE SELECTION

- a) Contractor shall ensure that the CPMS provides the flexibility to accommodate time-based as well as criteria-based selection variables to generate specific types of Notices such as Notices based on VLN and Citation number
- b) CPMS shall have the capability to allow the SFMTA to make variable text modifications in real time
- c) Contractor shall maintain a supply of pre-printed Forms, based on previous 12 month averages
- d) Prior to re-order, Contractor shall notify SFMTA of the pending re-order, and inquire as to whether or not the agency has any modification requests to the relevant form

- e) Contractor shall complete any SFMTA-requested modifications to pre-printed Forms **within 120 days** after final written approval of the modification by the SFMTA
- f) Contractor shall provide the Notices and Correspondence listed below and accommodate further modifications to the list that are required by state law or enhance revenue collections efforts as directed by the SFMTA
- g) Notices to be generated by Contractor:

Citation Processing Related Notices

| <b>Notice Name</b>       | <b>Frequency</b> |
|--------------------------|------------------|
| First In-state           | Daily            |
| Second In-state          | Daily            |
| Third In-state           | Daily            |
| First Rental             | Weekly           |
| Second Rental            | Weekly           |
| Third Rental             | Weekly           |
| First Transit Violation  | Daily            |
| Second Transit Violation | Weekly           |
| Third Transit Violation  | Weekly           |
| First Out of State       | Weekly           |
| Second Out of State      | Weekly           |
| Third Out of State       | Weekly           |
| Boot and Tow Warning     | Monthly          |

**8.2. NOTICE PRINTING AND MAILING**

- a) CPMS shall automatically generate all Notices mailed for Citations and Fare Evasion Processing
- b) Content of the Notices shall be approved by the SFMTA prior to implementation of noticing
- c) At a minimum, Contractor shall check for alignment, print quality, correct form, and correct run date and ensure that all required information is included.
- d) Contractor shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first class mail including the U.S. Postal Service's "Domestic Mail Manual"

- e) Daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer specific information;  
Correspondence will be held for 24 hours after decision for internal quality control

### 8.3. POSTAGE COSTS

- a) Contractor shall be reimbursed based on monthly itemized submission for all postage costs, including mailing of the first three Notices of delinquency, RPP renewal notices & fulfillment mailing, and other Notices and Correspondence as determined by the SFMTA in section 8.1.g.
- b) Contractor shall endeavor to utilize the U.S. Postal Service's bulk mail rates whenever possible.
- c) Contractor shall utilize the USPS's mailing forwarding service (with receipt) for all Citation related Notices and Correspondence. Updated addresses shall be recorded in eTIMS.
- d) For RPP related Correspondence, Contractor shall utilize the USPS' do not forward service and return mail to the SFMTA for address updating.

### 8.4. NOTICE RESEARCH AND REPORTING

- a) Contractor shall ensure that the CPMS is able to research specific notice runs, individual notice record information, and response rate or payment return rate to the satisfaction of the SFMTA
- b) In addition, Contractor shall ensure that the CPMS has the ability to support an online, real-time review of all notice activity by type of notice
- c) Contractor shall provide daily and weekly management reports that track all Notices and responses to the satisfaction of the SFMTA
- d) Contractor shall provide summary data for each notice run and detailed information for each notice for the preceding twelve months **within one Business Day** of SFMTA's request

### 8.5. CORRESPONDENCE

- a) Contractor shall forward to SFMTA all Correspondence stored electronically that requires SFMTA response **within two Business Days of receipt**, Correspondence may be uploaded electronically in separate files
- b) Contractor shall also scan incoming disabled placard reports into the CPMS
- c) Contractor shall pick up incoming Correspondence via a bonded courier from the SFMTA
- d) Contractor shall sort, scan, and index incoming Correspondence to an SFMTA workflow batch within two (2) business days of receipt, and code index the Correspondence to the appropriate Citation record

- e) Correspondence shall be viewable by entering a ticket number to the CPMS and clicking on the image icon next to the ticket record.
- f) CPMS shall generate a report for all scanned documents
- g) CPMS shall allow SFMTA staff to generate outgoing Correspondence, including in response to telephone inquiries
- h) Contractor shall send decision letters via electronic file to SFMTA printers for printing and mailing by SFMTA the next business day after they are generated.

#### **8.6. CITATIONS REQUIRING SPECIAL HANDLING**

Special handling consists of tasks performed by the Contractor in addition to regular Citation processing and prior to a submittal to SFMTA's Collection Agency.

##### **8.6.1. Category 1 - Out-Of-State Citations**

For Citations issued to vehicles registered outside of the State of California, Contractor shall request Registered Owner information from the appropriate state DMV, update CPMS with the Registered Owner information and send out all required Notices.

- a) Maintain current and complete interface specifications requirements, plate types, registration renewal update schedules, and other critical processing information for out-of-state DMVs
- b) Acquire out-of-state DMV files, including updates, for states that makes such files available for purchase
- c) Recognize and accurately separate out-of-state registration records based on changes in ownership
- d) Obtain the Registered Owner's name and address from the appropriate state vehicle registry
- e) Ensure that all data fields required by an out-of-state DMV are completely and accurately submitted
- f) Issue Notices of Delinquent Parking Violation to Registered Owners and follow-up Notices as recommended by Contractor and approved by SFMTA
- g) Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state
- h) If an out-of-state DMV return provides a valid match, ensure complete processing and tracking for the Citation
- i) Update CPMS with Registered Owner information
- j) Monitor changes to legal restrictions on the use of DMV data, such as the federal Driver's Privacy Protection Act, ensure compliance with any such

requirements, and track how individual states implement federal requirements

- k) Issue reports to SFMTA to assist with documenting, monitoring, and processing oversight of Citations issued to out-of-state vehicles

#### **8.6.2. Category 2 – Rental Vehicle Citations**

- a) Contractor shall establish a process for rental companies to provide contact information for the liable party and update the Citation record with this information
- b) Rental companies shall provide information to the Contractor regarding the individual who rented or was driving a vehicle registered to the rental company at the time of issuance of a Citation before the notice of delinquent parking violation will be re-issued to the identified driver in compliance with California Vehicle Code requirements; this requirement includes the submission of an affidavit of non-liability fully executed by the company identifying the individual assigned or driving the vehicle on the date and time of the violation and legally sufficient supporting documents
- c) Contractor shall update all information provided by rental and fleet vehicle companies to comply with the California Vehicle Code requirements including the issuance or reissuance of a Citation, submission of affidavits of non-liability and supporting documents, payment deadlines, Protest deadlines, compliance Citation (i.e., fix-it tickets) requirements, and liability for stolen vehicles. Contractor shall complete the update within one Business Day of receipt of information
- d) Contractor shall use skip-tracing to obtain correct address information for returned mail sent to individuals identified by rental car companies
- e) Noticing and payment procedures for leased and rental vehicles shall be consistent with those for in-state vehicles once the record has been updated to reflect the responsible party
- f) For Citations not updated to liable parties, Contractor shall maintain a fleet registry program whereby companies may provide a list of plates assigned to their company and Contractor will provide single monthly invoices and ensure timely payments
- g) All Citations issued to vehicle in the rental fleet registry shall be subject to standard timelines for late penalties

### **8.6.3. Category 3 – Change of address**

Upon receipt of official change of address form from the United States Postal Service associated with initial parking Citation Notices, Contractor shall update the CPMS plate level address with new contact information.

### **8.6.4. Category 4 – Returned Mail**

- a) Any Notices returned as undeliverable (bad address or no forwarding information available) shall be marked in the Citation record by Contractor
- b) Contractor shall use skip-tracing services to identify and update Citation record accordingly.

### **8.6.5. Category 5 – Franchise Tax Board Intercept (FTB) Submission**

- a) Contractor shall send FTB warning Notices to Customers with delinquent penalties once a year
- b) Written requests for due process hearings shall be updated to the Citation record, assigned to the workflow queue and suspended for review by SFMTA staff
- c) Contractor shall create special Correspondence letters for mailing decisions related to FTB appeals
- d) Contractor shall prepare and submit annual files and subsequent revised files pursuant to the Franchise Tax Board Intercept program requirements on behalf of the SFMTA
- e) Contractor shall process payments from FTB and update CPMS with payment information
- f) The SFMTA reserves the right to transfer this function to the collections vendor; at this time a transition schedule will be established by the parties

## **8.7. SPECIAL COLLECTIONS ASSIGNMENT/TRANSITION**

### **8.7.1. Assignment**

- a) The SFMTA will contract with a separate third-party vendor for the special collections. Contractor will code any uncollected Citation records based on the dates established by the SFMTA.
- b) Contractor shall mark Citations with a suspend code indicating the transfer to special collections and apply the special collections fee to eligible Citations.
- c) The Contractor shall work collaboratively with the SFMTA's Special Collections Vendor to develop a file transfer protocol for the following:
  - Initial file transfer with all Citations meeting the criteria listed below on effective date of Contract.

- Daily overnight file transfer with changes and updates to active collection accounts (paid, removed, dismissed, added, etc.).

**8.7.2. Collection Categories**

| Citation Category                          | Description   | Estimated Assignment Quantity |
|--|---|-------------------------------|
| In-State                                   | In-State Citations, DMV returned valid RO information.  | 65,000                        |
| Nixie                                      | Any unpaid Citation for which a notice has been returned by the post office as undeliverable.                           | 6,000                         |
| No DMV Hit                                 | No RO information provided by DMV.  | 40,000                        |
| Rental                                     | Citations issued to Rental vehicles updated with renter information.  | 8,000                         |
| Out of State                               | Citations issued to out-of-state vehicles - no RO information provided.   | 4,000                         |
| Transit                                    | Citation issued to an individual for failing to show proof of payment while riding on the City's public transit system. | 16,000                        |
| <b>Estimated Annual Citations Assigned</b> |   | <b>139,000</b>                |



## 9. ADJUDICATION

The CPMS shall provide a fully integrated adjudication module to allow for the effective and timely processing of requests for review.

### 9.1. PROTEST SUBMISSION

Contractor shall provide the ability for Customers to submit Protests for Administrative Review and Hearings online and by-mail. Customizable business rules including review submission timeline requirements and payment deposits, if applicable, must be applied to all submissions and automated responses and/or Notices shall be mailed to Protestor if their submission request does not meet the business rule requirements for review.

The SFMTA will separate incoming administrative review and hearing Protests received by mail. Contractor shall provide courier services to pick-up documents each Business Day for scanning and uploading documents to the Citation record ***within two Business Days*** of receipt. Citations shall be pended for the appropriate review period per the business rules.

Contractor shall establish a review queue system and assign Protests received by categories established by the SFMTA.

### 9.2. REVIEW PROCESSING

The system shall provide the following capabilities related to the processing of administrative hearing and reviews:

- a) Allow reviewers to process reviews either by accessing the pending review queue or by license plate or by Citation number
- b) Allow batch processing of reviews by plate record or by Citation numbers shall be available for large transaction and provide pre-populated decision codes with access limited by User ID's and access levels and associated with decision letters
- c) Full access to all functions of the CPMS shall be available while utilizing the adjudication module, allowing Users to simultaneously access Citation and plate history, view Correspondence and ticket notes, and all other records associated with the individual or vehicle
- d) Ability to review other Citations issued at the same location (through a business intelligence tool) or to the same vehicle as the protested Citation
- e) Automatically place a "hold" or "suspend" on the Citation payment deadlines pending Administrative Review
- f) Ability to capture information describing the disposition following Administrative Review or Administrative Hearing, including denial or approval of the Protest,

date and time of the Administrative Review, the person conducting the Administrative Review, and the reason for denial or approval of the Protest

- g) Provide a “comments” field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN, and a separate “comments” field for each Citation
- h) Ability to enter a decision upholding or denying a Protest or a pending status
- i) Ability for Users to input notes and attach reference records to each case file, with no limit to comment length.
- j) Ability for Users to enter notes at both the ticket level and the plate level
- k) Allow for an option of a deposit payment or a hearing deposit waiver form for a hearing to be applied to a Citation
- l) Automatically offset any refunds and apply the offset to any delinquent Citations on the record for the Protestor
- m) Online real-time updating of disposition at the time of a Hearing Officer’s decision, the hearing type (in person, by mail or by telephone), the hearing date and any Fines or fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting disposition
- n) Upgrades to the UI/UX system shall provide full functionality access to the CPMS without leaving adjudication module, which in turn provides the ability to send decision letters via email, work on multiple decisions at the same time, or save decisions in progress

### **9.3. DE NOVO HEARINGS**

Contractor shall, through the CPMS, automatically issue refunds to Protestors who prevail in De Novo hearings upon Citation record update by SFMTA staff.

### **9.4. TOW HEARINGS**

Contractor shall, through the CPMS, support the following functions:

- a) Entry of tow records (including the VIN, VLN, date, time, tow location, Hearing Officer, date and time of hearing and disposition of the hearing). The system shall provide querying capacity including VIN, VLN and state of registration, tow location, and date/time range
- b) Scheduling of Tow Hearings
- c) VLN queries within the CPMS and DMV systems
- d) Tracking tows by authorizing agency (e.g. SFDPH, DPT, and SFPD)
- e) Tracking tows by type of violation
- f) Tracking tow decisions by violation code, reason for any refund/waiver and Hearing Officer

- g) Generate a notice of decision to be mailed to the Protestor and attached to the permanent tow record
- h) Enter and edit hearing information, transfer such information to the appropriate database, and generate management reports
- i) Fully integrated with the SFMTA's towing vendor system
- j) Tracking and transmitting tow waivers electronically to the tow vendor
- k) Provide an online, real-time scheduling function that integrates state law requirements with an availability calendar for Administrative Hearings. In addition, the system shall provide entry and noticing options for Hearing Officers

#### **9.5. BOOT HEARINGS**

- a) The system shall provide for the entry of variable information regarding a Boot Hearing, such as the requestor's name and address, the disposition and written justification
- b) The CPMS shall have the capability to allow the Hearing Officer to generate a notice of decision
- c) The CPMS shall attach a copy of the notice of decision to the permanent record of the Boot
- d) The system shall provide the capability to enter and edit hearing information, transfer such information to the appropriate database, and generate management information reports requested by the SFMTA

#### **9.6. ADMINISTRATIVE REVIEW AND HEARING DECISION LETTERS**

- a) The Contractor shall provide a flexible system to generate administrative review and hearing decision letters, as well as other related Correspondence, matching the action or decision associated with the Citation record activity
- b) The Correspondence system shall be pre-populated with template letters that allow for easy customization and modification by authorized SFMTA staff
- c) The system shall include spell-check and pre-populate with Citation record detail
- d) All letters shall be automatically attached the Citation record upon processing and the Citation record updated with corresponding decision, date and User
- e) The User shall have the ability to edit documentation, paste and edit text with basic word processing features, including spell check and document formatting with the option to generate a letter and/or email Correspondence
- f) All Correspondence shall be tracked, retained and accessible for the associated case file
- g) The system shall be capable of backing up decision letters in the event the system times out or loses connectivity so that the letter can be retrieved by the Hearing Officer; additionally, the Hearing Officer shall be able to work on two

records simultaneously - for example if a Hearing Officer is working on a decision letter and a new Customer appears for a hearing, the Hearing Officer will be able to pause the decision (and save any work on the letter) and conduct the new hearing

- h) At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the disposition in sufficient detail so that the Protestor is able to understand why the Protest was denied or upheld; the notice shall also explain the appeal procedures if the Protestor wishes to request an Administrative Hearing
- i) The form and content of the notice shall be subject to the approval of the SFMTA
- j) The system shall have the ability to paste text of state law provisions, including but not limited to the California Vehicle Code and California Public Utilities Code, into disposition documents at the discretion of the Hearing Officer.
- k) The system shall include a User-friendly data entry system that automatically transfers CPMS data into disposition letters in a real-time online environment. The system shall have spell-check capabilities and all other basic word processing functions. The system shall provide a “pending and deny” status message to enable the Hearing Officer to send a prefixed editable letter within a designated timeframe. The system shall attach an electronic final version of the letter and store it with the associated electronic case file,
- l) Contractor system shall have the ability to create ad-hoc customized letters that will pre-populate with Citation record detail, attach to the Citation record and be submitted for printing the same as other Correspondence
- m) The system shall allow Hearing Officer to specify the number of printed decision letters or to opt out of the printing option
- n) Allow for transmission of letters by e-mail if Customer agrees via online system. Email notifications shall be tracked by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file
- o) The system shall have the ability to send, receive and track Correspondence and associate these records with the electronic case file
- p) The system shall be capable of generating reports listing the Citation numbers at various stages or times in the Protest process so that the SFMTA can ensure reviews are conducted in a timely manner in conformance with the law; for example, under state law, hearings are required to be conducted within 90 days of a request for a hearing, the system needs to be capable of identifying cases not yet adjudicated that are nearing statutory deadlines

### **9.7. ADMINISTRATIVE HEARING SCHEDULING**

- a) The CPMS shall provide a centralized, web-based scheduling feature to coordinate all hearings and case assignments by Hearing Officer/reviewers that is in compliance with hearing and review deadlines mandated by state law
- b) Members of the public shall have the ability to schedule hearings online
- c) Contractor's CPMS shall provide hearing scheduling calendar that shall have the capability of being modified in an on-line real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, changes in SFMTA policies and procedures and state laws
- d) At the direction of the SFMTA, the system shall be able to modify available hearing dates and times and adjust the number of available hearing slots
- e) The system shall store individual Hearing Officer/reviewer profiles for each employee
- f) The system shall queue and assign hearings based on Hearing Officer/reviewer availability
- g) The system shall provide live monitoring of the hearing schedule queue and the ability for the supervisor to manually assign a case(s), or batches of cases, to a Hearing Officer/reviewer and designate a priority for a specific hearing type
- h) The system shall provide an online scheduling service to individuals submitting requests for hearings via the internet in real-time, indicating availability of hearing dates and times by specific SFMTA location
- i) The system shall allow the individual to submit documentation online, in advance of appearing in-person. An email receipt indicating the date, time and location of the hearing with any appropriate instructions for each review requested
- j) The hearing queue shall indicate the time of a designated hearing, the name of the individual requesting the hearing, case/Citation number, license plate number (if applicable) and the violation code
- k) The schedule shall be updated or revised in real-time to reflect any hearings that have been added or rescheduled
- l) The scheduling feature shall allow for the scheduling, automatic creation and extraction of a Hearing Officer case file; the file shall consist of printed copies of all associated records, attachments and Correspondence associated with the case file
- m) Option to conduct video hearings via Skype, upon notice from the SFMTA to proceed with set-up.

### **9.8. HEARING OFFICER SCHEDULING ENHANCEMENTS**

Contractor shall provide hearing scheduling services, including the following:

- a) Individual Hearing Officer profiles with historical schedules that can be copied forward
- b) Calendar creation up to two years in advance
- c) Functionality to set hearing slot duration
- d) Adjustment of available hearing slots at any time; for new scheduling only
- e) Indication of time of hearing, name of requestor, Citation number, plate number, and violation code on the daily hearing queue report

## 10. FINANCIAL PROCESSING

The CPMS shall be required to provide an integrated, comprehensive and fully auditable financial processing system for all financial transactions.

### 10.1. INSPECTION OF RECORDS

The Agency shall have the right to inspect Contractor's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all Correspondence, subcontractor files, reports, and any other documents relating to the performance of this Contract shall be open to inspection and subject to audit and/or reproduction by the Agency, Agency auditors, Agency attorney, or designees of the SFMTA as necessary to adequately Permit evaluation and verification of Contractor's compliance with contractual provisions.

### 10.2. FINANCIAL RECONCILIATION

- a) All monies and receipts deposited to SFMTA's bank accounts shall be balanced to revenue distribution reports based upon the Citations paid and fees collected as reflected on Contractor's CPMS. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets, batches, and databases. A written record of any such problems should be noted on the reconciliation worksheet. Contractor shall provide SFMTA the reconciliation and balancing reports that are approved by SFMTA staff.
- b) Should errors in reconciliation cause incorrect payment applications or transfers between Citations, **Contractor shall have 48 hours from notification or discovery of errors to make corrections.**
- c) Contractor shall provide a daily on revenue distribution report that is balanced to the cashing system totals from all transactions that display the detailed breakdown by terminal and cashier ID and identifies types (Citations, parking Permit, fare media sales, etc.) and categories of payments processed including SFMTA Customer Service Center, hearing deposits, credit/debit card, web payments and ACH payments.
- d) Contractor shall reconcile DMV and FTB payments by matching the payment file provided to the check received by SFMTA and reporting any discrepancies..
- e) Contractor shall be required to perform and monitor all financial corrections and adjustment transactions that are applied to the CPMS and based upon the individual needs of the Customer. These include application of funds from one Citation to another and/or adjustments. Full documentation shall be created and filed to provide complete financial control over all exception processing.
- f) Contractor's SAE16 audit report is produced in October and covers the year from the prior October to the September immediately preceding the report date. (e.g. the report for October 2017 covers October 2016 to September 2017).

To accommodate SFMTA internal audit requirements, the Contractor shall, in June of each contract year, provide the most recent report, and a bridge letter that provides report information from the date of the report to the end of the calendar year (i.e. In June 2018 the Contractor will provide the SAE 16 report completed in October 2017, and a bridge letter that covers the time from date of letter to December 31, 2017). The SFMTA understands that the period from January to June of the year following the report will not be reported until the next report is issued in October of the following year.

### **10.3. TRANSACTION ACCOUNTING**

Contractor shall reconcile all transactions (Citations, Permits and transit fare media) updated to the database based upon the individual needs of SFMTA. Contractor shall produce a daily cashier balancing report by individual cashier and in aggregate that balances the total number of transactions in a given day, including but not limited to Citations updated, parking Citation payments, payments held in suspense, corrections, administrative hearings and dispositions, updated name and address information, returned mail, and DMV or FTB processing. Any discrepancy amount will be reported on an individual cashier basis by the type of transaction showing the correct system data and the cashier input amount.

Contractor shall reconcile new Citations added to the database through all stages of processing, including initial receipt from SFMTA, batching for data entry, subsequent processing, and update to Contractor's CPMS.

Contractor shall be responsible for all actions taken by Contractor's staff.

### **10.4. RETURNED CHECK ITEMS**

Contractor shall allow SFMTA staff access to the CPMS to make adjustments and/or reverse payment transactions for returned check items, send customizable Correspondence to the Customer advising them of the consequences and penalties applied because of the returned check transaction, update the Citation record and resume normal noticing and processing of the Citation.

The CPMS shall be able to identify returned check items, allowing transaction notes to be entered and returned check fees to be added to the outstanding Fines or waived. SFMTA Users shall be able to view and modify both credit and debit adjustments within the same CPMS window simultaneously. The CPMS shall notify the Registered Owner or responsible party of any returned check based upon the individual rules established by SFMTA and mark the citation record. Accounts with returned checks and/or credit card reversal charges will be blocked from submitting online payments for a period defined by the SFMTA.

### **10.5. FINANCIAL ADJUSTMENTS**

Contractor's system shall process various financial adjustments and update the CPMS to accurately reflect Citation status. SFMTA will research overpayments and payments applied in error except as specified in the lockbox service agreement, perform the necessary financial adjustments, allow the ability to transfer paid



amounts between two Citations if required, and process manual refunds through the City Controller's system in accordance with California law or SFMTA policy. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in and online payments.

#### **10.6. REFUND OF OVERPAYMENTS**

CPMS shall identify and support the refunding of overpayments, duplicate or multiple payments based on criteria established by the SFMTA, including:

- a) Automatically identify overpayments at the VLN level exceeding a set period of time and excluding certain status/categories of Citations as defined by the SFMTA
- b) Apply any overpayment to any open Citations at the VLN level
- c) Designate, at the transaction level, where the overpayment was moved from and where the overpayment was moved to, for the Citation being paid. There shall be a physical record at both ends of the transfer (origin and destination)
- d) For a Citation where a balance remains after reapplication, and the overpayment was caused by a duplicate or additional payment, mail an auto generated refund verification letter to plate level address and indicate on the Citation record that a letter was sent
- e) Document returned mail, change of address and any other response to the refund verification letter received either by mail or by an online response tool provided by the Contractor (including no response) within the timeline established by the SFMTA
- f) Pursuant to the requirements of the SFMTA Controller, submit weekly file to process refund checks on a day specified by the SFMTA, document refund check processed status on Citation record

Pursuant to state law, the SFMTA may escheat unclaimed funds on an annual basis. After the close of public noticing period, records with unclaimed overpayment, duplicate or multiple payment funds shall be updated by the Contractor to indicate escheatment completed.

#### **10.7. HISTORICAL PAYMENT TRACKING**

Contractor's CPMS shall have the ability to view and query reports on historical payments by license plate in order to see if there are consistencies among the actions of a specific Customer. The indexing of historical payment data to be drawn upon when needed is an acceptable solution. The viewable time period shall begin five years before the Effective Date of the Agreement and shall shift forward by one year at the anniversary of the Effective Date so that the total years accessed remain constant.

#### **10.8. MONITOR AND OVERSIGHT DUTIES**

Contractor shall provide the following:

- a) Monitoring and oversight of subcontractor(s) service delivery where applicable
- b) Auditing and reconciliation of Citations suspended by Contractor's staff
- c) Correcting erroneous data
- d) Monitoring and reconciling payments received from DMV
- e) Forwarding all refund requests
- f) Making adjustments including misapplied payment credits/debits
- g) Balancing daily revenue distribution reports by accounting codes or agencies with revenue sharing
- h) Performing process control review, quality assurance, and distribution of all reports
- i) Effective management of system access and security

#### **10.9. LOCKBOX PAYMENT PROCESSING**

- a) Contractor shall provide a lockbox service from an accredited financial institution with offices within City and County of San Francisco, which shall be capable of processing at least two million transactions annually. The lockbox service to be used by Contractor shall be a banking service that is subject to approval by the SFMTA Treasurer. The Contractor shall process both Citation and Permit payments through the lockbox service. The SFMTA reserves the right to transfer lockbox service to the City's designated lockbox provider.
- b) Contractor shall provide a bonded courier to pick up mail twice each day in accordance with a schedule approved by SFMTA. All mail pickups will be logged by Contractor and are subject to verification by SFMTA personnel.
- c) Contractor shall ensure that all payment documents received via mail and processed are imaged and archived for a minimum of five years, and shall store such documents in a manner that allows retrieval ***within one Business Day of request***, immediately accessible by Accounting staff.
- d) Contractor shall maintain mail-in payment processing that shall consist of a broad range of control and balancing procedures, including but not limited to:
  - i. Receipt and control of high volumes of mail (approximately 5,000 pieces per day for Citations and 75 pieces per day for Permits.)
  - ii. Batching and preparing documents for processing
  - iii. Forwarding appropriate problem or questionable mail-in payments to SFMTA on a daily basis (approximately 50 pieces per day)
  - iv. Processing payments associated with Citations and Permits, and processing those items that cannot be routed through high-speed automated processors on an exception basis

- v. Balancing, reconciliation and preparation of deposits for Citations and Permits
  - vi. Online, daily updates of payment information to CPMS
  - vii. Daily deposits to an account designated by the SFMTA. Deposited funds are to be collateralized (i.e. funds must be secured or insured against theft for the protection of SFMTA) pursuant to California Government Code §53630, et seq.
- e) Contractor shall create an electronic image of all processed mail payments, showing the front of the check or money order, the front of the source document (Citation and Permit Notices), and the mailing envelope. Images shall be instantly retrievable on request by Citation or Permit number, name or control number. Payment documents should be endorsed with the unique control number associated with each Citation or Permit, date paid and batch numbers. Processes shall be put in place to record overpayments and unidentified payments. Contractor shall establish a reliable audit trail for both processing procedures, including endorsing and encoding the payment document with the unique control number of each Citation or Permit paid, date of processing, and daily reconciliation with the payments updated to both CPMS and PPS systems.
- f) Contractor shall post all lockbox payments to the system ***within 24 hours of receipt*** or no later than the end of the next Business Day. This requirement is subject to on-site verification by SFMTA personnel. Contractor is required to maintain a 97% level of accuracy for all data entry of lockbox payments inputted by Contractor.
- g) Contractor shall provide mail pick-up from the Post Office and delivery to Contractor's secured place of business by a bonded courier or bonded employee twice each Business Day. Said Post Office box will be in the name and control of the SFMTA and County of San Francisco.
- h) *Contractor shall be responsible for scanning returned items, including envelopes and source documents and forwarding electronic copies to the SFMTA.* Contractor shall, through the CPMS, capture and permanently retain full audit trail information for every processing payment transaction for each Citation or Permit. (The Permit vendor will be responsible for audit trail information for Permit issuance). All payment processing procedures shall be approved by the SFMTA and are subject to detailed audit by SFMTA. Services provided shall be continually monitored and reported, and SFMTA shall be able to conduct in-depth audits of all aspects of the operation.
- i) Contractor shall be responsible for ensuring the integrity of data and security of SFMTA revenue throughout the entire payment processing procedure. Contractor shall reimburse the SFMTA for any shortages or losses ***within two Business Days*** of receipt of notice from the SFMTA. Overages shall be researched and resolved for every instance to the SFMTA's satisfaction. All

overages shall be the property of SFMTA. Funds must be electronically transferred by the lockbox service.

- j) Contractor shall provide complete daily oversight and reconciliation of all aspects of transaction processing and shall be held financially accountable for any processing errors.

#### **10.10. RECONCILIATION OF LOCKBOX RECEIPTS**

- a) Contractor shall be responsible for reconciling all checks and money orders collected at Lockbox and for any and all cash shortages at the end of each Business Day. Payments and funds shall be reconciled daily before preparation and transport to SFMTA's designated depository. Cash overages and shortages of any amount shall be investigated, reported to SFMTA, and resolved **within two Business Days** of the deposit date. Contractor shall reimburse SFMTA daily for any shortages.
- b) Contractor shall balance all money deposited to SFMTA designated depository to revenue distribution reports based on the Citations paid and fees collected as reflected in CPMS and PPS. Any discrepancies between processing logs/worksheets and database tools shall be immediately researched and resolved. An automated record of any such problems shall be noted within the CPMS and PPS. Contractor shall provide reconciliation and balancing reports that can be reviewed and approved within CPMS and PPS by the SFMTA.

## 11. PRODUCTION CONTROL AND REPORTING

### 11.1. PRODUCTION CONTROL

Contractor shall ensure that the production schedules are processed completely, successfully and in the correct sequence and order, while allowing for changing requirements. Any changes in requirements shall be processed upon written approval of the SFMTA.

Contractor shall implement the following measures for full accountability for processed transactions by:

- a) Providing current and future monthly production reports detailing Citation processing by the third Business Day after the end of the report month
- b) Scheduling processing in the proper sequence
- c) Ensuring that batch processing is completed successfully and in the correct order
- d) Reconciling and system-displaying accurate transactions and penalty processes
- e) Preparing detailed monthly production schedules five days before the beginning of the month
- f) Providing a paperless reporting environment by producing accurate online production management reports by category
- g) Providing SFMTA-approved reports

Contractor shall provide within 30 days of the Effective Day of the Agreement:

- h) A master listing of each report type generated for the SFMTA. (The master listing shall include recipient, number of copies, job name, program name, and report name. It also is a reference for the SFMTA and Contractor when planning the schedule and verifying the resulting output)
- i) A master schedule for all jobs that are not part of the daily processing cycle. The master schedule provides descriptions of the process, time requirements, and the corresponding job name that is relevant to the data storage center. Contractor's local managers will then verify that the proposed schedule is accurate and easily understood by personnel responsible for SFMTA CPMS scheduled production
- j) A monthly production schedule listing the reports and Notices that will be produced for the month. It is delivered before the beginning of the month of scheduled production. The monthly production schedule is prepared from the master schedule and made available to SFMTA and Contractor staff working in production processing

The production schedule includes but is not limited to the following planned activities:

- k) File processing: updates the master violation database to ensure that all transactions accumulated in batch processing are accurately updated to the CPMS
- l) Routine report generation, as defined by the SFMTA
- m) Transaction cutoff period: All transactions must be posted by 9:00 p.m. San Francisco time to be included in the nightly update

Special requests: Upon request from the SFMTA, Contractor shall generate a report detailing the actual production activities. Any deviation and reason for such deviation from the planned schedule will be thoroughly defined in writing.

### **11.2. REPORTING-GENERAL REQUIREMENTS**

Contractor shall provide flexible management reports for data analysis and oversight of Contractor's system to the satisfaction of the SFMTA. Contractor shall provide reports that include but are not limited to the following areas:

- a) Program management
- b) Performance standards
- c) Operational statistics
- d) Revenue and financial reporting
- e) Management summary
- f) Transactional reports
- g) Reconciliation reports
- h) Contract compliance
- i) Management Reports

### **11.3. STANDARD REPORTS**

Contractor shall, through the CPMS, provide the SFMTA the following daily, weekly and monthly reports as required by SFMTA:

- a) Financial Reports – These reports shall include payments and totals, number of payments received, number of Citations processed, revenue received, form of payment, processor, batch number, breakdown of payment type, and adjustment for bad checks and total. Monthly financial reporting shall include number of payments received, dollar amount received, notice date, transaction date (record update), Citation number, partial payments, refunds deducted, aged revenue, and Fine/penalty breakdown. The Revenue Distribution Report (RDR) shall be tailored to allocate all parking revenue to the SFMTA, other issuing agencies, and the state as specified by the SFMTA
- b) Update Reports – These reports shall include the types of records updated, total records updated, and reconciliation of errors. In addition, transaction edit reports,

production control reports, and workstation operator productivity reports shall be generated as requested by the SFMTA

- c) Booting/Towing Reports – These reports shall include aged Booting data, Scofflaw lists, and Boot and tow authorization and confirmation
- d) Registry Reports – These reports shall include counts, rejects, and detail on submitted and returned DMV requests for registered owner information
- e) Citations Issued Reports – These reports shall include Citations issued by the SFMTA, issuing officer, area, and detail regarding the monetary value of Citations issued and amounts paid
- f) Citation Dismissal Reports – These reports shall include Citations dismissed by the SFMTA, issuing officer, and violation type
- g) Administrative Dismissal Reports – These reports shall include Citations dismissed by category, and CSRs and Hearing Officers
- h) Administrative Hold Reports – These reports shall include Citations that have been suspended by category, issuing officer, Customer service representatives, and Hearing Officers, and Citations added and deleted by category
- i) Notices Mailed Reports – These reports shall include Notices mailed by type and total mailed by type
- j) Dealer-Manufacturer - Contractor shall provide SFMTA a monthly report of all Citations.

#### 11.4. ADDITIONAL REPORT REQUIREMENTS

- a) CPMS must be flexible enough for Users to modify standard report parameters and search and export criteria
- b) The SFMTA reserves the right to request up to 25 additional reports from Contractor at Contractor's expense as needed. Upon SFMTA request, Contractor shall provide the SFMTA a proposed report format and shall make the report available to the SFMTA **within 15 Business Days** after SFMTA approval of the report format unless the parties agree to a different time schedule
- c) If not a part of the CPMS software, Contractor shall provide analytical business intelligence software (e.g. Business Objects, Tableau), including licenses for 25 Users. The SFMTA reserves the right to purchase additional licenses as needed.

## 12. STAFFING

In addition to the required resources to perform the duties and requirements set forward in this document, Contractor shall provide a minimum level of locally based, dedicated staffing to support ongoing full-time, on-site maintenance and support for the system. Contractor must include personnel with the ability to provide improvements and enhancement to the system. Minimum staffing requirements are as follows:

- a) Program Manager
- b) Associate Program Manager
- c) Operations Manager
- d) IT System Technician Manager
- e) IT System Technician
- f) Two (2) Business Analysts

### 12.1. ONSITE SUPPORT

The Contractor shall provide an on-site (1SVN) Help-Desk Representative with expertise equivalent to an SFMTA 1094 IT Operations Support Admin IV (job description link: <http://www.jobaps.com/SF/specs/classspecdisplay.asp?ClassNumber=1094>) during the term of the Agreement. The position will be used to support all hardware and software support functions related to the Agreement.

### 12.2. CONSULTING SERVICES

Contractor shall provide consulting services, the cost of which shall be listed as a cost per consulting hour. All consultants assigned by Contractor shall be subject to SFMTA approval. Such consulting services, which shall be pre-approved by the SFMTA, may include but are not limited to:

- a) Support for Enforcement Productivity Management (EPM) with emphasis on effective enforcement, including developing appropriate productivity benchmarks. This should include regular meetings with SFMTA's Contract Administrator, Director of Enforcement and key managers within the SFMTA
- b) Analytical support for developing processing, collection and enforcement strategies based on the best practices
- c) Extracting information from the parking Citation database to support parking and collection management initiatives
- d) Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports
- e) An analysis of new technology and its applications to parking operations and Citation processing. Such analysis should include, but not be limited to: cost benefits of new technology, example organizations that have already



implemented the new technology and appropriateness of new technology to SFMTA's processes and operations

### **12.3. CONTRACTOR STAFF TRANSITIONS**

- a) Contractor shall notify the SFMTA Financial Services Senior Manager and Contractor Administrator of any modifications to required staffing as outlined in this section.
- b) Vacancies in the program manager, operations manager or IT System Technician manager shall be filled ***within 60 days of notification of the vacancy to the SFMTA.***
- c) Vacancies in the associate program manager, IT support associate, business analysts shall be filled ***within 90 days of notification of the vacancy to the SFMTA***

### **12.4. SUBCONTRACTOR TRANSITIONS**

Contractor shall notify the SFMTA Contract Administrator, the SFMTA Contract Compliance Division and the manager of any SFMTA division affected of any pending changes in subcontractors, so that an assessment can be made by the SFMTA as to whether any suspension of Contract requirements is warranted to allow for new subcontractor training and for what period of time. Failure to do so will result in the Contractor bearing any resulting liquidated damages or credit assessments that occur due to subcontractor's failure to meet relevant requirements.

## 13. TRAINING AND MANUALS

### 13.1. TRAINING

Contractor shall provide SFMTA staff with all necessary training and documentation to efficiently and effectively use all functions of the CPMS systems and all Contractor-supplied equipment, hardware, software and peripherals.

Training shall include the following:

- a) Options for ongoing and “refresher” training of SFMTA staff currently in place in the Enforcement, Citations, Hearings and Contract Administration divisions
- b) Options for incoming employees that will be provided **within 30 days** of their start date
- c) A combination of classroom, small group, and hands-on training in the use of computer hardware and software
- d) Training in the use and interpretation of the reports produced by the CPMS to SFMTA staff as designated, **within 30 days** of written request from SFMTA
- e) New User training provided by the Contractor shall be no less than 120 minutes

### 13.2. MANUALS AND DOCUMENTATION

Contractor shall provide to the SFMTA online access of all documentation of the system hardware and software.

On the Effective Date of the Agreement, Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using the system. This shall include, but is not limited to:

- a) Detailed User manuals explaining each component of Contractor’s system
- b) Functional manuals, tailored to each processing unit, to explain the Contract’s system as it relates to the job responsibilities of the particular User
- c) Contractor shall conduct an annual review of all manuals, with written notification of review sent to SFMTA Contract Administrator
- d) Contractor shall update manuals **within 30 days** of notification by SFMTA of policy modifications or **within 30 days** after any new program implementation

## 14. OPTIONAL SERVICES

Should the SFMTA opt to implement any of the following services, the SFMTA will meet with Contractor to develop requirements. After requirements development, the Contractor shall prepare a proposal for implementation, including specific costs. Costs for development shall not exceed \$150/hr. Contractor shall submit the implementation plan and pricing proposal **within 45 days** after development of requirements and written authorization from the SFMTA to proceed.

### 14.1. AUTOMATED SPEED ENFORCEMENT (ASE) VIOLATION

At the request of the SMFTA, Contractor shall implement a system for processing administrative automated speed enforcement camera violations. The system shall include the following functionality:

- a) Accept files from photo enforcement vendor and update to Citation records
- b) Incorporate Citation payments for ASE violations into existing payment options for Citations
- c) Online viewing of Citations via eTIMS.
- d) Mailing of scheduled Notices based on next action logic.
- e) Administrative review and Correspondence processing through the current workflow system.
- f) Hearing decision processing through the current administrative adjudication program.
- g) Special collections processing through the current workflow system as directed by SFMTA.

### 14.2. TRANSIT-ONLY LANE ENFORCEMENT (TOLE)

Contractor shall implement a plan for providing LPR (license plate recognition) cameras for MTA transit vehicles for MTA transit vehicles in order to issue citations to private passenger vehicles that use “transit-line only” designated City streets. Contractor’s system shall integrate with a photo enforcement backend system. Contractor shall provide the following system functions:

- a) Automated detection of an illegally parked vehicle
- b) Automated camera initiation,
- c) LPR interpretation of license plate number and capture of location, date, and time.
- d) Ability to upload violation images and data to the photo enforcement backend system where images can be manually reviewed, additional data can be entered, and the Citation can be either approved or disapproved.
- e) Mail approved violation notices to registered owners

#### **14.3. PBP INTEGRATION OF MULTIPLE VENDORS**

Contractor shall integrate with additional “payment by smartphone” vendors as designated such that SFMTA is able to check parking space payment status by block or by the individual parking space

#### **14.4. TRANSIT-LANE ONLY ENFORCEMENT (TOLE) PROGRAM SUPPORT**

To assist the SFMTA’s effort to discourage passenger vehicles from obstructing transit corridor routes, Contractor shall develop a means to allow citation issuance for illegally-parked vehicles in lanes designated as “transit-only”; regular traffic lanes where vehicles create accessibility problems that result in buses not being able to reach curbs at stops and vehicles that block intersections.

The SFMTA may also request that the Contractor develop options for inputting citation information via computer instead of handheld device, or suggest other options to make issuance and enforcement in this area more viable and efficient.

#### **14.5. PAYMENT KIOSKS**

At the request of the SFMTA, Contractor shall provide an estimate for procurement, installation and maintenance of one or more payment kiosks that will accept cash and credit card payments for Citations, boot removal and other transactions.

#### **14.6. ELECTRONIC BOOT REMOVAL SYSTEM**

- a) Contractor shall support a pilot program for vehicle Boots that are capable of being released by the Customer by calling a toll-free number that must be available 24 hours per day, 7 days a week.
- b) Contractor shall ensure that the Customer will be able to pay Fines and fees with a credit or debit card, or check-by-phone.
- c) Contractor shall provide the Customer a numerical code to unlock the Boot, which can then be delivered by the driver to a location specified by the SFMTA.
- d) Contractor shall provide SFMTA data related to the pilot program, such as the number of Boots affixed, the number of Boots self-released, the location of Booted vehicle, the date and time the Boot was returned, the location the Boot was returned to, the condition of the Boot, the total amount of Citations paid and payment method upon release of the Boot.

#### **14.7. TAXI CITATION ISSUANCE PROGRAM**

Contractor shall develop handheld device software to allow SFMTA Taxi enforcement personnel to issue citations for taxi-related violations as determined in the City’s Transportation Code. Contractor shall also provide handheld devices for enforcement use.

#### **14.8. PROOF OF PAYMENT ENFORCEMENT PROGRAM**

Contractor shall develop handheld device software to allow SFMTA transit enforcement personnel to issue citations for transit violations as determined in the City's Transportation Code. Contractor shall also provide handheld devices for enforcement use.

#### **14.9. MISCELLANEOUS APPLICATION AND PAYMENT PROCESSING**

The PBW system shall provide a web-based interface for submission of, and payment acceptance for various services and Permits not listed above. The system shall be configurable to process a minimum of 15 different items and be able to hold payment processing, and/or, create a pin-based system for payment after applications are processed and approved by SFMTA staff. System shall be integrated with cashiering to allow for SFMTA staff to process transactions and accept payment.

Examples include:

- a) Temporary Signs – Applications for temporary parking restrictions for moving vans, special events, etc.
- b) Color Curb – Applications for the installation of green, white and red zones for business and residential addresses
- c) SFMTA Field Operations Work Order – Cost-recovery fees assessed to third-parties for signage, meter and pavement marking work
- d) Street Closures/Special Events – Permits for temporary street closures and other costs associated with Special Events
- e) Shuttle Bus Commuter Zones – Permits for Shuttle Bus commuter program
- f) Oversized Vehicles/Trucks – Permits for oversized vehicle travel

#### **14.10. MONEYGRAM (MG) ALTERNATIVE CITATION PAYMENT OPTION**

- a) Contractor shall modify citations to include notification to Customers of the option to pay for citations via MoneyGram (MG), along with a reference number.
- b) Customer shall be able to visit any MoneyGram location and use the Citation and MG reference numbers to pay for Citations, including any accumulated late fees.
- c) Transaction fees will be paid either by the customer directly to MG, or by the SFMTA on a monthly basis as a pass-through from the Contractor for use of this service.
- d) Contractor shall process payment files issued by MoneyGram to ensure they matched payments transferred to the Agency.

#### **14.11. VIRTUAL PERMITTING**

Contractor shall provide an Internet-based system that automates the issuance and renewal of virtual, license-based parking permits and includes hosting and updating rules, regulations and locations; maintains a web portal for Customer use, enables full integration with a vendor provided LPR system.

#### **14.12. ADDITIONAL SCANNERS**

Contractor shall provide and maintain additional scanners at 1 South Van Ness Avenue that allow automatic upload of documents to the CPMS. SFMTA will reimburse Contractor for scanner purchase and maintenance costs.

#### **14.13. INSTALLMENT PAYMENT PLAN ENHANCEMENTS**

In order to comply with state legislation, SFMTA may pursue this option in conjunction with other local jurisdictions utilizing the same Contractor system.

- a) Contractor shall upgrade the installment payment plan module to allow SFMTA to set variable time limits, minimum payments and temporary penalty reductions.
- b) The CPMS shall produce monthly status reports and generate monthly billing and account status reports to be sent via e-mail or U.S. mail to customers.
- c) Accounts not meeting minimum payment requirements shall be removed from the system.

#### **14.14. ACTIVE DIRECTORY**

At the SFMTA request, provide that authentication shall be against SFMTA Active Directory (as part of CPMS update)

**15. LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS**

For information regarding terms of liquidated damages, see Section 4.7 of the Master Agreement.

**15.1. LIQUIDATED DAMAGES**

| Item # | <i>SOW Section</i> | Description of Requirement   | Assessment  |
|--------|--------------------|--|---|
| 1      | 1.1                | <p>The CPMS and PPS shall not be unavailable during Peak Hours for more than 30 minutes and/or for two or more incidents during Peak Hours totaling more than 60 minutes within one business day.</p> <p>During Non-Peak Hours, the CPMS and PPS shall not be unavailable for more than four hours. Exceptions will be made if requested and approved in writing by the SFMTA. The Contractor shall not be responsible for unavailability caused by third-party providers (e.g. wireless communication vendors.)</p> | <i>\$2,000 per incident, not to exceed \$4,000 within a 24-hour period.</i> |
| 2      | 1.2                | Contractor shall provide technical staff who are available to come to SFMTA sites where Contract services are provided to address issues during regular Customer Service Hours (Monday-Friday, 8 a.m. to 5 p.m.) and as needed for emergencies upon request by the SFMTA.  | <i>\$300 per incident.</i>  |
| 3      | 1.7                | Contractor shall have a Disaster Recovery Plan available <b><i>within seven days of the Effective Date of the Agreement.</i></b>   | <i>\$100 per day.</i>   |
| 4      | 1.11.d             | The system shall be capable of restoring archived records to the database <b><i>within seven Business Days after receipt of a request from the SFMTA.</i></b>  | <i>\$200 per incident.</i>  |

Citation Processing and Services  
Appendix A – Scope of Work  
Section 15. Liquidated Damages and Credit Assessments

| <b>Item #</b> | <b>SOW Section</b> | <b>Description of Requirement</b>  | <b>Assessment</b>                      |
|---------------|--------------------|--|--|
| 5             | 3                  | Contractor shall complete integration requirements within 30 days (c, d), 60 days (e), or 90 days (f) of the Effective Date of the Agreement.                            | <i>\$250 per day for each failure.</i> |
| 6             | 5.3.c              | CPMS shall mail a notice of the tow to the registered and legal owners within 48 hours, excluding weekends and holidays.   | <i>\$100 per day.</i>                  |
| 7             | 6.2.b              | Contractor shall input handwritten Citations into the CPMS within four Business Days of receipt.   | <i>\$100 per day.</i>                  |
| 8             | 6.2.d              | Reconcile handwritten Citation entry report and resubmit handwritten Citations that do not successfully update to the system within two Business Days of original entry. | <i>\$100 per day.</i>                  |
| 9             | 6.4.e              | Contract shall request California Registered Owner information within three Business Days of a new Citation record being updated or entered into the database.           | <i>\$100 per day.</i>                  |
| 10            | 6.22.d             | Contractor shall complete rent and fleet information updates within two Business Days of receipt of information.   | <i>\$100 per day.</i>                  |
| 11            | 6.25.c             | The cashiering system shall be capable of transferring transactions to the processing database within 15 minutes after data communication lines are restored.            | <i>\$200 per incident.</i>             |
| 12            | 7.3.l              | The Permit system shall prevent the issuance of Permits on vehicles with delinquent Citations (Transportation Code, Div. II, Section 902(c).                             | <i>Cost of the Permit plus \$100</i>   |
|               | 7.5.a              | Contractor shall fulfill permit production within 21 days of payment posting.  | <i>\$100 per Business Day delay</i>    |



Citation Processing and Services  
Appendix A – Scope of Work  
Section 15. Liquidated Damages and Credit Assessments

| <b>Item #</b> | <b>SOW Section</b> | <b>Description of Requirement</b>   | <b>Assessment</b>                   |
|---------------|--------------------|---|-------------------------------------|
|               | <i>7.5 b</i>       | Contractor shall ship pre-printed ticket stock within 30 days of receipt of SFMTA's written request. Contractor shall ship additional pre-printed ticket stock within 30 days of receipt of SFMTA's written request.  | <i>\$200/per Business Day delay</i> |
| 13            | <i>8.1.e</i>       | Contractor shall complete any SFMTA-requested modifications to pre-printed forms within 120 days after final written approval of the modification by the SFMTA.   | <i>\$200 per day.</i>               |
| 14            | <i>8.4.d</i>       | Contractor shall provide summary data for each notice run and detailed information for each notice for the preceding twelve months within one Business Day of SFMTA's request.  | <i>\$100 per day.</i>               |
| 15            | <i>8.5</i>         | Contractor shall forward to SFMTA all Correspondence stored electronically that requires SFMTA response within two Business Days of receipt.  | <i>\$100 per day.</i>               |
| 16            | <i>9.1</i>         | The SFMTA will separate incoming administrative review and hearing Protests received by mail. Contractor shall provide courier services to pick-up documents each Business Day for scanning and upload documents to the Citation record within two Business Days. | <i>\$100 per day.</i>               |
| 17            | <i>10.2(b)</i>     | Should errors in reconciliation cause incorrect payment applications or transfers between Citations, Contractor shall have two business days from notification or discovery of errors to make corrections.  | <i>\$100 per day.</i>               |

Citation Processing and Services  
Appendix A – Scope of Work  
Section 15. Liquidated Damages and Credit Assessments

| Item # | SOW Section | Description of Requirement  | Assessment            |
|--------|-------------|---|-----------------------|
| 18     | 10.9.c      | Contractor shall ensure that all payment documents received via mail and processed are imaged and archived for a minimum of five years, and shall store such documents in a manner that allows retrieval within one Business Day of request; immediately accessible by Accounting staff.  | <i>\$100 per day.</i> |
| 19     | 10.11       | Cash overages and shortages of any amount shall be investigated, reported to SFMTA, and resolved within two Business days of the deposit date.  | <i>\$350 per day.</i> |
| 20     | 11.4.b      | The SFMTA reserves the right to request up to 25 additional reports for the CPMS and 10 additional Reports for the PPS from Contractor at Contractor's expense as needed. Upon SFMTA request, Contractor shall provide the SFMTA a proposed report format and shall make the report available to the SFMTA within 15 Business Days after SFMTA approval of the report format unless the parties agree to a different time schedule. | <i>\$100 per day.</i> |
| 21     | 13.1.b      | Training shall include... Options for incoming employees that will be provided within 30 days of their start date.  | <i>\$100 per day.</i> |
| 22     | 13.1.d      | Training in the use and interpretation of the reports produced by the CPMS and PPS to SFMTA staff as designated, within 30 days of written request from SFMTA.  | <i>\$100 per day.</i> |
| 23     | 13.2        | On the Effective Date of the Agreement, Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using the system.  | <i>\$200 per day.</i> |

Citation Processing and Services  
 Appendix A – Scope of Work  
 Section 15. Liquidated Damages and Credit Assessments

| Item # | SOW Section | Description of Requirement   | Assessment           |
|--------|-------------|--|----------------------|
| 24     | 13.2.d      | Contractor shall update manuals within 30 days of notification by SFMTA of policy modifications or within 30 days after any new program implementation                     | \$200 per day.       |
| 25     | 14          | Contractor shall submit the implementation plan and pricing proposal within 30 days after development of requirements and written authorization from the SFMTA to proceed. | \$100 per day delay. |

**15.2. CREDIT ASSESSMENTS**

| <b>Item #</b> | <b>SOW Section</b> | <b>Description of Requirement</b>   | <b>Assessment</b>  |
|---------------|--------------------|---|--|
| 1             | 5.3                | CPMS shall automatically mail a notice of tow to the registered and legal owners within 48 hours, excluding weekends and holidays.  | Reimbursement of storage fees accrued on vehicle. <i>(Notification from Hearing Division that storage fees were reimbursed for this reason).</i> |
| 2             | 6.1.e              | Contractor shall process electronic Citations issued to motorists who leave the scene of a violation prior to the Citation being placed on the vehicle (“drive-away”) that will allow a facsimile Citation to be mailed to the Registered Owner within ten days of the issuance of a Citation in compliance with CVC § 40202(d) | Face-value of the Citation.  |
| 3             | 8.8                | Contractor shall maintain proper data validations and verifications as part of its SOR functions for any single Citation.   | Withhold monthly SOR fee for all affected Citations until the issue is resolved and data integrity is reestablished.                             |
| 4             | 10.10              | Contractor shall reimburse the SFMTA for any shortages or losses within two Business Days of receipt of notice from the SFMTA.  | The amount of shortfall or loss plus interest (based on SFMTA’s bank’s interest amount) for the amount of Business Days not reimbursed.          |

## Appendix B – Calculation of Charges

| Category  | Unit Cost*   |
|---|--------------|
| Base Processing Fee (per Citation)**                              | \$ 3.30      |
| Noticing and Correspondence Fee (per Notice)                      | \$ 0.27      |
| Lockbox Fee (per Payment Processed)                               | \$ 0.74      |
| Special Handling Fee (per Citation)                               | \$ 1.03      |
| FTB Processing Cost (per eligible citation)                       | \$ 1.50      |
| Full Fulfillment Permit Issuance (per permit)                     | \$ 3.02      |
| Bulk Printing Issuance (per permit)                               | \$ 1.52      |
| Over printing – Disposal (per permit)                             | \$ 0.46      |
| Fixed Permit Management Fee (per month)                           | \$ 8,068.00  |
| Postage & Shipping (Notices, Correspondence & Permit Fulfillment) | Reimbursable |
| Merchant Fees (Reimbursable Expense)                              | Reimbursable |
| Optional/Out of Scope Development (per hour)                      | \$ 130.00    |

\* Year 1 unit costs. All items, exclusive of reimbursable, are subject to a 2% per year increase.

\*\*The citation issuance fee is based on current annual volumes of 1,325,000 citations. If citation volumes changes by (+/-10%) there is an inverse (+/-5%) change in price.

### Contract Budget (5 years main term + 5 years extension)

| Contract Categories                    | Base Contract Term (five years) | Contract Extension Term (five years) | Total Contract Value |
|--|---------------------------------|--------------------------------------|----------------------|
| Processing Fee (per Citation)          | \$22,754,666                    | \$25,122,989                         | \$47,877,655         |
| Noticing & Correspondence              | \$2,107,636                     | \$2,327,001                          | \$4,434,637          |
| Lockbox                                | \$1,155,297                     | \$1,275,541                          | \$2,430,838          |
| Special Handling                       | \$562,817                       | \$621,395                            | \$1,184,212          |
| Franchise Tax Board Processing         | \$273,212                       | \$301,648                            | \$574,860            |
| Full Fulfillment Permit                | \$1,021,553                     | \$1,127,877                          | \$2,149,430          |
| Bulk printing of permits               | \$435,058                       | \$480,339                            | \$915,397            |
| Disposal of unused permits             | \$6,583                         | \$7,268                              | \$13,851             |
| Postage & Shipping                     | \$3,635,996                     | \$3,821,469                          | \$7,457,465          |
| Fixed Permit Management Fee            | \$493,859                       | \$519,051                            | \$1,012,910          |
| Development of Optional Services       | \$183,500                       | \$0                                  | \$183,500            |
| Merchant Fees                          | \$510,000                       | \$0                                  | \$510,000            |
| Handhelds, Accessories and Warranty*** | \$2,395,758                     | \$119,071                            | \$2,514,829          |
| Printer, Accessories and Warranty***   | \$806,598                       | \$0                                  | \$806,598            |
| License Plate Recognition Devices***   | \$943,098                       | \$431,928                            | \$1,375,026          |
| Total Services                         | \$37,285,631                    | \$36,155,578                         | \$73,441,208         |
| Contingency at 5 %                     | \$1,864,282                     | \$1,807,779                          | \$3,672,060          |
| Total Contract Value                   | \$39,149,912                    | \$37,963,357                         | \$77,113,269         |

\*\*\*All equipment purchases are subject to a 5% processing fee.

| Item # | Priority | RFP Reference | Description   | Hours | New Hours | Change | Estimated Cost | Tarrytown Development Group   | Prerequisite                                  |
|--------|----------|---------------|---|-------|-----------|--------|----------------|-------------------------------|---|
| 1      | Included | 4.3.1         | Utilize GeoFencing for sectors, beats, RPP and other areas as defined by SFMTA for alerts and reporting   | 0     |           |        | -              | Enforcement                   | New HHs and CitySight Software implementation |
| 2      | Low      | 4.3.1         | Validate scofflaw and parking permit status in real-time and download to handheld   | 40    |           |        | 5,200          | Enforcement                   | New HHs and CitySight Software implementation |
| 3      | Medium   | 4.4           | Allow Enforcement management to monitor and identify the exact location of handhelds at all times   | 64    |           |        | 8,320          | Enforcement                   | New HHs and CitySight Software implementation |
| 4      | High     | 5.5.e         | If a vehicle is towed, the Handheld shall be integrated with the SFMTA tow vendor's vehicle management software so that tow information can be transferred from the Handheld at the time of an approved tow directly to the tow vendor's software   | 120   |           |        | 15,600         | Enforcement                   | New HHs and CitySight Software implementation |
| 5      | Low      | 6.2           | <b>eTIMS® Fleet Portal:</b> (Setup fleet system). Analysis, Development, Testing, Implementation (Create account based system for participants to look-up and pay invoices online)  | 120   |           |        | 15,600         | eTIMS Product                 | CPMS Replatforming                            |
| 6      | High     | 6.23          | Issue a document to the customer that details the terms of the work credit or payment plan including Citation numbers, dollar amount, and deadline for completion.  | 40    |           |        | 5,200          | eTIMS Product                 | CPMS Replatforming                            |
| 7      | Low      | 5.2           | Plate Level Notes - Each case file shall provide a comments section that allows the User the ability to input notes and attach reference records. There shall be no limit to the amount of text that can be inputted by the User. The User must have the capability of entering notes at both the ticket level and the plate level. | 40    |           |        | 5,200          | eTIMS Product                 | CPMS Replatforming                            |
| 8      | Low      | 8.4           | Contractor shall, through the CPMS, support tracking and transmitting tow waivers electronically to the tow vendor.   | 0     |           |        | -              | eTIMS Product                 | CPMS Replatforming                            |
| 9      | Low      | 8.6           | Allow for transmission of letters by e-mail if customer agrees via online system. Email notifications shall be tracked by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file.   | 340   |           |        | 44,200         | eTIMS Product                 | CPMS Replatforming                            |
| 10     | Medium   | 8.7           | Administrative Hearing Scheduling   | 80    |           |        | 10,400         | Client Support                | Ongoing Service                               |
| 11     | Low      | 5.3           | Returned Check Items. Send customizable correspondence to the customer advising them of the consequences and penalties applied because of the returned check transaction.   | 80    |           |        | 10,400         | eTIMS Product/ Client Support | CPMS Replatforming                            |
| 17     | High     | Value Added   | <b>eTIMS® RPP 2.0:</b> Analysis, Development, DBA, Testing, Implementation (RPP renewals and new accounts with document upload capabilities.)   | 100   |           |        | 13,000         | eTIMS Product                 | CPMS Replatforming                            |
| 18     | Low      | New           | Handheld Integration with SFMTA's data warehouse & meter vendors  | 67    | 67        |        | 8,710          | Enforcement                   | New HHs and CitySight Software implementation |
| 19     | High     | New           | Add Driveaway Indicator to handheld and automatically generate Driveaway letters  |       |           |        | -              | Enforcement                   | New HHs and CitySight Software implementation |
| 20     | Medium   | New           | Store GPS coordinates of meter #'s and use those coordinates on meter citations   | 94    | 94        |        | 12,220         | Enforcement                   | New HHs and CitySight Software implementation |
| 21     | High     | New           | Pull Meter table from SFMTA's API instead of sending the meter list to Conduent   | 134   | 134       |        | 17,420         | Enforcement                   | New HHs and CitySight Software implementation |

| Item # | Priority | RFP Reference | Description   | Hours | New Hours | Change | Estimated Cost           | Tarrytown Development Group | Prerequisite  |
|--------|----------|---------------|---|-------|-----------|--------|--------------------------|-----------------------------|---|
| 22     | Medium   | New           | Handheld Software for Fare Evasion Officers   |       |           |        | -                        | Enforcement                 | New HHs and CitySight Software implementation                       |
| 23     | Low      | New           | Real-time LPR integration with RPP & Scofflaw Files   | 67    | 67        |        | 8,710                    | Enforcement                 | New HHs and CitySight Software implementation and new LPR equipment |
| 24     | Routine  | New           | Dealer Plate Report   |       |           |        | -                        | Client Support              | CPMS Replatforming  |
| 25     | Low      | New           | Upload Image Capability to RPP  | 40    | 40        |        | 5,200                    | eTIMS Product               | CPMS Replatforming  |
| 26     | High     | New           | Sales of 1 day visitor permits online   | 148   | 148       |        | 19,240                   | eTIMS Product               | CPMS Replatforming  |
| 27     | Routine  | New           | Online Refund Portal  |       |           |        | -                        | eTIMS Product               | CPMS Replatforming  |
| 28     | Routine  | New           | New Notices   |       |           |        | -                        | Client Support              | Collections Agreement established                                   |
| 29     | Routine  | New           | Next Action Logic Changes   |       |           |        | - Required at transition | Client Support              | Collections Agreement established                                   |
| 30     | Routine  | New           | Integration with Collections Vendor   |       |           |        | - Required at transition | Client Support              | Collections Agreement established                                   |
| 31     | High     | New           | <b>Installment Payment Plan:</b><br>a) Contractor shall upgrade the installment payment plan module to allow SFMTA to set variable time limits, minimum payments and temporary penalty reductions.<br>b) The CPMS shall produce monthly status reports and generate monthly billing and account status reports to be sent via e-mail or U.S. mail to customers.<br>c) Accounts not meeting minimum payment requirements shall be removed from the system. | 403   |           |        | 52,390 High              | eTIMS Product               | CPMS Replatforming  |

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 180403-058

WHEREAS, The current citation, permit and special collections agreement with PRWT Services, Inc. was awarded in November 2008 with a term of five years and the option to extend for up to five additional years; the agreement will expire October 31, 2018; and,

WHEREAS, PRWT provides software and support to process approximately 1.3 million parking and transit citations annually that are issued by SFMTA Parking Enforcement and Proof of Payment Officers for violations through handheld electronic citation issuing devices or manually written citations; and,

WHEREAS, Costs under the current agreement are \$2.89 per citation processed, and 34% of all special collection revenue received, as well as costs incurred for purchasing handheld ticket writing devices and accessories, mobile license plate recognition (MLPR) cameras, equipment warranties, pass-through costs for credit card processing fees, residential permit parking (RPP) fulfillment and other support services; and,

WHEREAS, As of January 2018, approximately 13.8 million citations have been issued, and \$1 billion in revenue and \$72.1 million in expenses have accrued; and,

WHEREAS, With the current agreement due to expire on October 31, 2018, the Agency conducted a competitive procurement process and established a 12% Local Business Enterprise (LBE) goal; one proposal was submitted by Xerox, Inc. and was found by contract compliance to be responsive and responsible; and,

WHEREAS, Since the time of proposal submission, the parking services branch of Xerox has split off the main company to become Conduent, Inc.; Conduent has stipulated the firm will honor the commitment to services listed in Xerox's proposal and has taken the necessary steps to be recognized as a City Contractor; and,

WHEREAS, Citation and permit processing services and support will continue under the proposed agreement with a per citation fee of \$3.30 and includes software for citation issuance, processing and tracking, permit fulfillment, cashiering functions, notice and other correspondence dissemination, citation and towing protest adjudication, enforcement beat optimization, payment processing and accounting, and report generation and analysis; purchase of 400 new handheld devices for transit, parking and taxi personnel, and additional MLPR cameras to support RPP and scofflaw programs; and,



WHEREAS, The special collection services portion of the existing agreement will not be included in the proposed agreement in order to prevent any potential conflict of interest, whereby the vendor's citation processing efforts or lack thereof may contribute to a citation becoming delinquent requiring collection activities that could make more profit for the vendor at the expense of the SFMTA; and,

WHEREAS, On June 22, 2016, the SFMTA, under authority delegated by the Planning Department, determined that the Request for Proposals for citation and permit processing services is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c) and 15378(b); the determination also applies to the agreement generated from this RFP; 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,

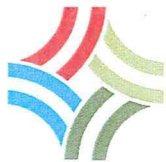
WHEREAS, Pursuant to San Francisco Charter Section 9.118, Board of Supervisors approval is required for contracts with expenditures in excess of \$10 million; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. 2016-83, Citation and Permit Processing Services with Conduent, Inc., to provide software and support to process parking and transit citations in an amount not to exceed \$77.2 million, for a five-year term, with a five-year extension option at the discretion of the Director of Transportation, and be it further

RESOLVED, That the Board of Supervisors is requested to approve SFMTA Contract No. 2016-83 pursuant to Charter Section 9.118.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 3, 2018.

  
\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



**Citations Processing and Support Services - Contract Extension and New Contract**

The San Francisco Municipal Transportation Agency (SFMTA) proposes to amend a contract with an existing private vendor for Citation Processing, Permit Processing and Support Services, extending it for approximately two years and revising funding levels.

Additionally, the SFMTA proposes to issue a Request for Proposals (RFP) and to eventually award new vendor contract(s) for Citation Processing, Permit Processing and Support Services, for a term of up to approximately ten (10) years.

|                                  |   |
|----------------------------------|---|
| Citation processing services     | Handheld citation writing and other enforcement tools such as license plate recognition cameras, citation writing and enforcement personnel management software, Citation processing software for cashiering and adjudication (administrative review and hearings), along with vendor support where needed. |
| Permit processing services       | Permit processing software and vendor support where needed.   |
| Services common to both services | Data migration and integration with each other as well as other systems used in SFMTA's parking management and enforcement programs; acceptance testing, financial processing and audit support, reporting capabilities, staffing, and training and manuals.  |

Not a "project" pursuant to CEQA as defined in CEQA Guidelines Sections 15060(c) and 15378(b) because the action would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Erik Jaszewski  
San Francisco Municipal Transportation Agency

6/22/2016

Date



**SFMTA**  
Municipal  
Transportation  
Agency

Mark Farrell, *Mayor*

Cheryl Brinkman, *Chairman*

Malcolm Heinicke, *Vice-Chairman*

Gwyneth Borden, *Director*  
Lee Hsu, *Director*

Joél Ramos, *Director*

Cristina Rubke, *Director*

Art Torres, *Director*

Edward D. Reiskin, *Director of Transportation*

April 13, 2018

Angela Calvillo, Clerk of the Board  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco CA 94102-4689

Dear Ms. Calvillo:

Attached are an original and two copies of the proposed resolution for Board of Supervisors approval, authorizing the Director of Transportation to enter into an agreement with Conduent State and Local Solutions, Inc. for Citation and Permit Processing and Support Services.

The following is a list of accompanying documents (one original + two sets of copies):

- Briefing Letter
- Agreement and Appendices A, B, and C (4)
- Signed SFMTA Board of Directors Resolution
- SFEC Forms (2)
- CEQA Determination

If you require further information, please contact Janet Martinsen at 415.701.4693.

Thank you,

A handwritten signature in black ink, appearing to read "E. Reiskin", is written over a horizontal line.

Edward, D. Reiskin  
Director of Transportation

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 APR 16 AM 11:16  
BY [Signature]

President, District 5  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-7630  
Fax No. 554-7634  
TDD/TTY No. 544-5227

305-11  
Hides, Deputies  
COP, Clerks,  
B3-F-clerk,  
BPO-clerk,  
Mayor's office,  
Deputy City

London Breed

**PRESIDENTIAL ACTION**

Date: 5/9/18  
To: Angela Calvillo, Clerk of the Board of Supervisors

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY -9 PM 3:51  
BY AK

Madam Clerk,  
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. \_\_\_\_\_ (Primary Sponsor)  
Title. \_\_\_\_\_

Transferring (Board Rule No 3.3)

File No. 180380 Department \_\_\_\_\_ (Primary Sponsor)

Title. [Contract Agreement - Conduent, Inc. - Citation and Permit Processing Services - Not to Exceed \$77,200,000] +

From: Budget & Finance Sub \_\_\_\_\_ Committee  
To: Government Audit & Oversight \_\_\_\_\_ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor \_\_\_\_\_  
Replacing Supervisor \_\_\_\_\_  
For: \_\_\_\_\_ Meeting  
(Date) (Committee)

London Breed, President  
Board of Supervisors



**SFMTA**  
Municipal  
Transportation  
Agency

Mark Farrell, *Mayor*

Cheryl Brinkman, *Chairman*

Malcolm Heinicke, *Vice-Chairman*

Gwyneth Borden, *Director*

Lee Hsu, *Director*

Joél Ramos, *Director*

Cristina Rubke, *Director*

Art Torres, *Director*

Edward D. Reiskin, *Director of Transportation*

April 13, 2018

The Honorable Members of the Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton Goodlett Place  
San Francisco, CA 94102

***Subject: Authorizing the San Francisco Municipal Transportation Agency to Enter in an Agreement with Conduent State and Local Solutions for Citation and Permit Processing Systems and Support Services.***

Honorable Members of the Board of Supervisors:

The purpose of this briefing is to provide information to support the San Francisco Municipal Transportation Agency's (SFMTA) request that the Board of Supervisors authorize the SFMTA to enter into an agreement with Conduent State and Local Solutions, Inc., for an amount not to exceed \$77,200,000 and a term of five years, with option to renew for an additional five years.

### **Background**

Services for citation and permit processing have been performed by outside vendors since 1998. The current agreement with PRWT Services, Inc. that began November 1, 2008 will expire on October 31, 2018. Under the current agreement, PRWT provides software and support to process approximately 1.3 million parking and transit citations annually. Citations are issued by SFMTA Parking Enforcement and Proof of Payment officers for violations through handheld electronic citation issuing devices purchased by the contractor on the Agency's behalf, or manually written citations. Other services provided by PRWT include processing a variety of parking permits and payments, support for the SFMTA's administrative review, adjudication, accounting and enforcement sections, and special collection activities related to delinquent citations.

### **Revenue and Expenditures of Current Agreement**

Costs under the current agreement are \$2.89 per citation processed, and 34 percent of all special collection revenue the contractor collects on the SFMTA's behalf, as well as costs incurred for purchasing handheld ticket writing devices and accessories, mobile license plate recognition (MLPR) cameras, equipment warranties, pass-through costs for credit card processing fees, residential and other permit parking fulfillment, and other support services provided to the Agency's Revenue/Customer Service, Enforcement and Administrative Hearing units.

The following table provides a summary of the number of citations issued, and the revenue and expenditures for the current agreement.

| Fiscal Year              | # Tickets Issued  | Payment Amount (Regardless of Issue Date) | Expenditures        |
|--------------------------|-------------------|---|---------------------|
| 2009 (11/2008 - 06/2009) | 1,186,859         | \$74,047,808                              | \$5,267,790         |
| 2010                     | 1,732,589         | \$109,268,458                             | \$7,246,886         |
| 2011                     | 1,565,736         | \$106,900,902                             | \$7,036,066         |
| 2012                     | 1,537,636         | \$104,077,916                             | \$8,066,003         |
| 2013                     | 1,549,533         | \$112,817,741                             | \$8,094,780         |
| 2014                     | 1,421,055         | \$109,308,285                             | \$7,807,430         |
| 2015                     | 1,428,888         | \$111,371,976                             | \$7,811,099         |
| 2016                     | 1,339,033         | \$107,574,907                             | \$7,751,599         |
| 2017                     | 1,325,005         | \$110,206,729                             | \$7,998,935         |
| 2018 (07/2017 - 03/2018) | 1,013,876         | \$93,753,538                              | \$6,563,898         |
| <b>TOTAL</b>             | <b>13,875,760</b> | <b>\$ 1,039,328,260</b>                   | <b>\$73,644,486</b> |

**Procurement Process**

A Request for Proposals (RFP) was approved by the SFMTA Board of Directors on July 19, 2016. The RFP was released on July 20th. The deadline for responses was extended by the SFMTA from September 30, 2016 to November 4, 2016 in response to a proposer’s request. At the pre-proposal conference on August 16, 2016, ten (both prime and subcontracting) firms attended; however, only two vendors submitted follow-up questions, and only one proposal, submitted by Xerox (subcontractor to the current prime, PRWT), was received. The contract procurement division requested feedback from pre-proposal participants as to why additional proposals were not submitted; only one participant replied, indicating that their interest was only in a portion of the services to be provided and not the entire scope of services.

The Xerox proposal was reviewed by SFMTA’s Contract Compliance and Contract Procurement offices and found to be both responsive and responsible, and has agreed to adhere to the 11 percent Local Business Enterprise goal for the Agreement. Since the time of proposal submission, the parking services branch of Xerox has split off from the main company to become Conduent, Inc. Conduent has stipulated that the firm will honor the commitment to services listed in Xerox’s proposal and has taken the necessary steps to be designated as a City Contractor.

On April 3, 2018 the SFMTA Board of Directors approved the proposer’s agreement for an amount not to exceed \$77,200,000.

**Proposed Agreement**

In the proposed agreement, the per citation processing fee will be \$3.30. Services under the proposed agreement will continue as provided in the current agreement and include: software and contractor support to assist the SFMTA in citation issuance, processing and tracking, permit fulfillment, and cashiering functions; issuing notices and other correspondence, citation and towing protest adjudication, enforcement beat optimization, payment processing and accounting, and report generation and analysis; purchase of 400 new handheld devices for transit, parking and taxi personnel (current devices are at the end of useful life) and 24 new MLPR cameras to support Residential Permit Parking and Scofflaw programs.

Modifications to the current agreement include transferring lockbox services within the first year of the new agreement to the City's Treasurer/Tax Collector's Office (TTX). The current merchant fees of approximately \$75,000 per month will diminish when credit card payments are processed through TTX. As a result of information gathered through staff review, more than 30 SFMTA-requested software enhancements will be made (in addition to the Contractor's scheduled citation processing software upgrades) during the contract's five-year base term.

**Funding Impact**

Projected costs for the new agreement are summarized below:

| Contract Element  | Five-Year Base Term | Five-Year Extension | Total Contract Term |
|---|---------------------|---------------------|---------------------|
| Citation Processing   | \$22,754,666        | \$25,122,989        | \$47,877,655        |
| Support services (including noticing and correspondence, lockbox, special handling, franchise tax board processing) | \$4,098,962         | \$4,525,585         | \$8,624,547         |
| Permit Processing   | \$5,593,049         | \$5,956,004         | \$11,549,053        |
| Software Enhancement Requests   | \$183,500           | \$0                 | \$183,500           |
| Credit Card Processing Fees   | \$510,000           | \$0                 | \$510,000           |
| Equipment and Warranties  | \$4,145,454         | \$550,999           | \$4,696,453         |
| 5% Contingency  | \$1,864,282         | \$1,807,779         | \$3,672,060         |
| <b>TOTAL</b>  | <b>\$39,149,913</b> | <b>\$37,963,356</b> | <b>\$77,113,268</b> |

The TTX will assume collection services provided in the current agreement at an estimated cost of \$835,000 annually, with a one-time software integration cost of \$75,000.

**Recommendation**

In order to continue parking and transit citation and permit processing and support services, the SFMTA recommends that the Board of Supervisors authorize the SFMTA to enter into an agreement with Conduent State and Local Solutions, Inc. for Citation and Permit Processing and Support Services for a term of five years with the option to extend for five additional years, and an amount not to exceed \$77,200,000.

Thank you for your consideration of the proposed agreement. Should you have any questions or require more information, please contact Steven Lee at 415.701.4592.

Sincerely,



Edward D. Reiskin  
 Director of Transportation

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

|   |  |
|---|--|
| <b>City Elective Officer Information</b> <i>(Please print clearly.)</i> |  |
| Name of City elective officer(s):<br>Members, Board of Supervisors      | City elective office(s) held:<br>Members, Board of Supervisors |

|  |  |
|--|--|
| <b>Contractor Information</b> <i>(Please print clearly.)</i>   |  |
| Name of contractor: Conduent State & Local Solutions, Inc.   |  |
| <p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>1) Directors:</p> <ul style="list-style-type: none"> <li>• J. Michael Peffer</li> <li>• Brian Walsh</li> </ul> <p>2) No one in the company with the titles CEO, COO or CFO. Our officers are:</p> <ul style="list-style-type: none"> <li>• Dave Amoriell - President</li> <li>• Brian Walsh - Senior Vice President</li> <li>• Robert Starr - Treasurer</li> </ul> <p>3) Conduent Business Services, LLC</p> <p>4) Direct Mail Center; Special T Messenger Service; Union Bank; YCAT-C Inc.</p> <p>5) Conduent Incorporated Political Action Committee (CNDT PAC)</p> |  |
| Contractor address:<br>1240 Milestone Center Drive, Germantown, MD 20876   |  |
| Date that contract was approved:   | Amount of contract: Not to exceed \$77,200,000 |
| Describe the nature of the contract that was approved:<br>Parking citation and permit processing software system and support services.   |  |
| Comments:  |  |

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

|   |   |
|---|---|
| <b>Filer Information</b> <i>(Please print clearly.)</i>                                 |   |
| Name of filer:<br>Angela Calvillo, Clerk of the Board                                   | Contact telephone number:<br>(415) 554-5184 |
| Address:<br>City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102 | E-mail:<br>Board.of.Supervisors@sfgov.org   |

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed