

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

Polaris Research and Development

Contract No. 9075

First Amendment

THIS AMENDMENT (this "Amendment") is made as of December 31, 2012, in San Francisco, California, by and between **Polaris Research and Development** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission**."

RECITALS

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

WHEREAS, the Commission adopted Resolution Number 11-0136 on June 7, 2011 which authorized the award of said Agreement for the period of July 1, 2011 through June 30, 2014 with up to two (2) additional one-year options to renew exercisable at the sole discretion of the Commission; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to staff the Information Booth adjacent to the Delta Airline baggage claim area in Terminal 1 during the morning peak hours of 9:00 a.m. to 1:00 p.m.; and

WHEREAS, the additional cost to staff the self-help Information Booth is \$45,000 through the end of Fiscal Year 2012/13 and an additional \$90,000 during FY 2013/14 for a total contract not-to-exceed amount of \$5,285,000; and

WHEREAS, the Board of Supervisors approved the Controller's certification that the information booth services can be performed at lower cost than if the work were performed by City employees at current salary and benefit levels on June 7, 2011 pursuant to Resolution No. 234-11; and

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

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated June 30, 2011 between Contractor and City.

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

2. **Section 4. Services Contractor Agrees to Perform** are amended to add staff to the Information Booth adjacent to the Delta Airline baggage claim area in Terminal 1 during the morning peak hours of 9:00 a.m. to 1:00 p.m.
3. **Section 5. Compensation** is hereby amended to increase the compensation payable by an amount not to exceed \$45,000 through the end of Fiscal Year 2012/13 and an additional \$90,000 during FY 2013/14 for a total contract not-to-exceed amount of \$5,285,000. All references to Appendix B in the Agreement are now replaced with Appendix B-1 attached herein.
4. **Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at:

<http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco.ca>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

5. **Section 33. Federal Non-Discrimination Provisions** is hereby replaced in its entirety to read as follows:

33. Federal Non-Discrimination Provisions

49 CFR Part 21. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations

may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations, Part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 Code of Federal Regulations Part 23. Contractor agrees to include the above statements in any subsequent contract covered by 49 Code of Federal Regulations, Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

6. Section 43. Requiring Minimum Compensation for Covered Employees is hereby replaced in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

7. **Section 44. Requiring Health Benefits for Covered Employees** is hereby replaced in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

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

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

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

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

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

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

8. **Section 64. Labor Peace / Card Check Rule** is hereby replaced in its entirety to read as follows:





64. Labor Peace / Card Check Rule. Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

9. **Appendix D.** All references to Appendix D in the Agreement are now replaced with Appendix D-1 attached herein.

10. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after December 31, 2012.

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

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

| CITY | CONTRACTOR |
|---|---|
| AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO | |
| By: <u></u> John L. Martin, Airport Director | <u></u> Authorized Signature |
| Attest: | <u>Ernest J. Fazio Jr.</u> Printed Name |
| By: <u></u> Jean Caramatti, Secretary Airport Commission | <u>President</u> Title |
| Resolution No: 12-0269 | <u>Polaris Research and Development</u> Company Name |
| Adopted on: <u>December 18, 2012</u> | <u>14737</u> City Vendor Number |
| Approved as to Form: | <u>390 4th Street</u> Address |
| Dennis J. Herrera City Attorney | <u>San Rafael, CA 94107</u> City, State, ZIP |
| By: <u></u> Stacey Lucas Deputy City Attorney | <u>(415) 777-3229</u> Telephone Number |
| | <u>94-3229779</u> Federal Employer ID Number |

Fiscal Year 2011-2012
INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SIX BOOTHS
Includes BART Voucher Program, BART Info Booth, T2 Info Booth, operation of POS at all booths, Clipper, BART Discount support

Contract Year 2011 - 2012

Booth Staff

| | NO. POSITIONS | ANNUAL HOURS | ANNUAL HOURS BUDGETED | HOURLY RATE | ANNUAL COST | TOTAL ANNUAL COST |
|---|------------------|-----------------|-----------------------------|----------------|----------------|----------------------|
| DIRECT LABOR COSTS | | | | | | |
| PERSONNEL SALARIES | | | | | | |
| Lead Supervisor | 1 | 1760 | 1760 | \$40.51 | \$71,305 | \$71,305 |
| Office Coordinator | 1 | 1440 | 1440 | \$29.99 | \$43,183 | \$43,183 |
| Volunteer Program Coordinator | 2 | 1040 | 2080 | \$33.62 | \$34,964 | \$69,928 |
| Volunteer Training Coordinator | 1 | 700 | 700 | \$33.62 | \$23,534 | \$23,534 |
| Senior Supervisor | 1 | 2080 | 2080 | \$17.34 | \$36,067 | \$36,067 |
| Line Supervisor | 1 | 2080 | 2080 | \$16.32 | \$33,946 | \$33,946 |
| Starting Supervisor | 2 | 2080 | 4160 | \$16.00 | \$33,280 | \$66,560 |
| Office Assistant | 1 | 1200 | 1200 | \$16.00 | \$19,200 | \$19,200 |
| Senior Info Reps. | 4 | 2080 | 8320 | \$15.76 | \$32,779 | \$131,115 |
| Intermediate Info Reps | 5 | 2080 | 10400 | \$15.13 | \$31,463 | \$157,317 |
| Junior Info Reps | 5 | 2080 | 10400 | \$14.71 | \$30,593 | \$152,967 |
| Starting Info Reps | 4 | 2080 | 8320 | \$12.55 | \$26,104 | \$104,416 |
| Bookkeeper Ticket Sales ^ | 1.25 | 2080 | 2600 | \$16.66 | \$34,646 | \$43,307 |
| SUB | 29.25 | | | | | \$952,845 |
| FTEs | | 26.7 | | | | |
| PAYROLL TAXES / FRINGE BENEFITS * | | | | | | |
| FICA | | | | | 8.03% | \$76,537 |
| FUTA | | | | | | \$1,638 |
| SUI | | | | | | \$12,695 |
| Health, Disability, & Life Insurance | | | | | 10.47% | \$99,763 |
| Compensated Leave | | | | | 14.70% | \$140,068 |
| Pension | | | | | 7.35% | \$70,034 |
| SUBTOTAL | | | | | | \$400,735 |
| OTHER DIRECT COSTS | | | | | | |
| Flight Information Services (ITS) | | | | | | \$40,000 // |
| Communications | | | | | | \$4,000 |
| Office/booth supplies - (DBE) | | | | | | \$10,000 |
| Uniforms | | | | | | \$2,500 |
| POS System maintenance support @ 250/station/yr x 4 current stations | | | | | | \$1,000 |
| POS Webportal Maintenance @ \$840/station/yr x 4 current stations | | | | | | \$3,360 |
| Technical support consultant (for POS systems since ITT cannot provide support) @\$250/mo | | | | | | \$3,000 |
| ADM Uniforms | | | | | | \$2,000 |
| Printing | | | | | | \$3,000 |
| OAG Subscription | | | | | | \$1,103 |
| Subway Gift Cards for ADM's | | | | | | \$1,000 |
| Monthly payment to Traveler's Aid (\$50) | | | | | | \$600 |
| Dry Cleaning - (DBE) | | | | | | \$1,296 |
| Employee Commute Survey | | | | | | \$0 |
| Training Support - (DBE) | | | | | | \$2,500 |
| Fringe Reimbursement for 2011 | | | | | | \$5,000 |
| Contingency for supplies and services as needed | | | | | | \$10,000 |
| SUBTOTAL | | | | | | \$90,359 |
| TOTAL | | | | | | \$1,443,938 |
| MANAGEMENT FEE *** | | | | | | \$252,238 |
| 2011-2012 ANNUAL BUDGET FOR INFORMATION BOOTHS | | | | | | \$1,696,176 |

- // Cost of Flight Information Services from ITS is expected to be reduced somewhat due to retirement of ITS FIDS.
- i City reimbursement for Fringe Benefits will be limited to those benefits that are offered by contractor in accordance with their standard personnel policies.
- ii See Section 1 of Agreement for definition of Other Direct Costs.
- iii Management Fee as presented in Appendix B-2 and further limited by terms and conditions specified in the Fiscal Year 2012 Agreement. Reflects increased hours due to increased responsibilities
- iv Reflects no increase over 2009-10 (held constant in 2010-11) salaries for all direct and management personnel.
- v Direct Cost line items were set at estimates reflecting paper reduction
- vi There 3.5 starting booth staff members for 10 months since they will have been hired for T2 in April 2011 and will move to Junior status in April 2012. Starting/Junior positions refer to the 3.5 staff hired in April 2011 as Starting IBRs who will become Junior IBRs April 2012.
- vii. POS systems are needed to enable credit card purchases in all booths once tickets are eliminated and Clipper becomes the sole source of transit fares.
- viii. Flight info services are reduced \$7,836 from FY 2011 totals due to reductions ordered in February 2011. This may be reduced further in 2012 see Assumptions to Cost Proposal

Fiscal Year 2011 - 2012 Supplemental
 INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE FOUR BOOTHS

Contract Year 2011 - 2012

Management Fee

| | NO. | ANNUAL | HOURLY | ANNUAL | TOTAL |
|--|------------|--------|---------|----------|-------------------------|
| | POSITIONS | HOURS | RATE | COST | ANNUAL |
| | | | | | COST |
| <u>MANAGEMENT STAFF SALARIES</u> | | | | | |
| <u>ON SITE MANAGEMENT STAFF</u> | | | | | |
| Program Supervisor | 1 | 975 | \$49.16 | \$47,935 | \$47,935 |
| Accountant - Payroll | 1 | 1350 | \$32.78 | \$44,257 | \$44,257 |
| SUBTOTAL | 2 | | | | \$92,192 |
| FTEs | 1.1 | | | | |
| <u>FRINGE BENEFITS</u> | | | | | |
| FICA (Payroll + Compensated Leave) | | | | 8.03% | \$8,659 |
| FUTA (.8% of first \$7,000) | | | | | \$112 |
| SUI (6.2% of first \$7,000) | | | | | \$868 |
| Health, Disability & Life Insurance | | | | 10.47% | \$9,652 |
| Compensated Leave | | | | 16.93% | \$15,604 |
| Pension (Direct Payroll + Compensated Leave) | | | | 8.33% | \$8,976 |
| SUBTOTAL | | | | | \$43,871 |
| <u>PREMIUMS</u> | | | | | |
| Worker's Compensation Insurance (Lead Sup., Office Coord., Accountant) | | | | 0.90% | \$1,416 |
| Worker's Compensation Insurance (Program Supervisor and Booth Staff) | | | | 1.07% | \$9,483 |
| Commercial and General Liability Insurance | | | | | \$4,200 |
| SUBTOTAL | | | | | \$15,100 |
| MANAGEMENT COST | | | | | \$151,162 |
| OVERHEAD AND PROFIT * | | | | | \$101,076 |
| <u>TOTAL ANNUAL MANAGEMENT FEE **</u> | | | | | <u>\$252,238</u> |
| Total Monthly Management Fee | | | | | \$21,020 |

* Overhead and Profit set at 7% of Annual Cost Proposal per RFP

** Management Fee not to exceed 20% of Annual Cost Proposal.

**Fiscal Year 2011 - 2012 Supplemental
INFORMATION BOOTH PROGRAM CONTRACT HOURLY SALARY RANGES**

Contract Year 2011 - 2012

| <u>Position</u> | <u>Rate</u> | <u>Basis</u> | <u>OT</u> <u>Status</u> | |
|---|-------------|--------------|----------------------------|----------------------|
| Program Supervisor | \$49.16 | Hour | Exempt | |
| Accountant - Payroll | \$33.76 | Hour | Exempt | |
| Lead Supervisor | \$40.51 | Hour | Exempt | |
| Volunteer Program Coordinator | \$33.62 | Hour | Exempt | |
| Volunteer Training Coordinator | \$33.62 | Hour | Exempt | |
| Office Coordinator | \$29.99 | Hour | Exempt | |
| Senior Supervisor | \$17.34 | Hour | OT | |
| Supervisor 2 | \$16.32 | Hour | OT | |
| Starting Supervisor | \$16.00 | Hour | OT | |
| Office Assistant | \$16.00 | Hour | OT | |
| Senior Information Representative | \$15.76 | Hour | OT | |
| Intermediate Information Representative | \$15.13 | Hour | OT | |
| Junior Information Representative | \$14.71 | Hour | OT | |
| Starting Information Representative | \$12.55 | Hour | OT | |
| Bookkeeper - Transit Ticket Sales | \$16.66 | Hour | Exempt | |
| Senior On-Call Information Representative | \$13.33 | Hour | OT | (No Fringe Benefits) |
| On-Call Information Representative | \$12.55 | Hour | OT | (No Fringe Benefits) |

Fiscal Year 2012-2013

INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS

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

Contract Year 2012 - 2013

Booth Staff

| DIRECT LABOR COSTS | POSITIONS | HOURS | HOURS | RATE | COST | COST |
|---|--------------|-------------|-------|---------|----------|--------------------|
| <u>PERSONNEL SALARIES</u> | | | | | | |
| Lead Supervisor | 1 | 1760 | 1760 | \$40.92 | \$72,018 | \$72,018 |
| Office Coordinator | 1 | 1440 | 1440 | \$30.29 | \$43,615 | \$43,615 |
| Volunteer Program Coordinator | 2 | 1040 | 2080 | \$33.96 | \$35,314 | \$70,627 |
| Volunteer Training Coordinator | 1 | 700 | 700 | \$33.36 | \$23,352 | \$23,352 |
| Senior Supervisor | 1 | 2080 | 2080 | \$17.51 | \$36,428 | \$36,428 |
| Supervisor 2 | 3 | 2080 | 6240 | \$16.48 | \$34,285 | \$102,855 |
| Starling Supervisor | 0 | 2080 | 0 | \$16.16 | \$33,613 | \$0 |
| Senior Info Reps. | 5 | 2080 | 10400 | \$15.92 | \$33,107 | \$165,533 |
| Intermediate Info Reps | 6 | 2080 | 12480 | \$15.28 | \$31,778 | \$190,668 |
| Office Assistant | 1 | 1040 | 1040 | \$16.16 | \$16,806 | \$16,806 |
| Junior Info Reps | 6.5 | 2080 | 13520 | \$14.86 | \$30,899 | \$200,846 |
| Starling Info Reps | 2 | 850 | 1700 | \$12.55 | \$10,668 | \$21,335 |
| Bookkeeper Ticket Sales ^ | 1.25 | 2080 | 2600 | \$16.82 | \$34,992 | \$43,740 |
| SUB' | 30.75 | | | | | \$987,823 |
| FTEs | | 26.9 | | | | |
| <u>PAYROLL TAXES / FRINGE BENEFITS *</u> | | | | | | |
| FICA | | | | 8.03% | | \$79,347 |
| FUTA | | | | | | \$1,722 |
| SUI | | | | | | \$13,346 |
| Health, Disability, & Life Insurance | | | | 10.47% | | \$103,425 |
| Compensated Leave | | | | 14.70% | | \$145,210 |
| Pension | | | | 7.35% | | \$72,605 |
| SUBTOTAL | | | | | | \$415,655 |
| <u>OTHER DIRECT COSTS</u> | | | | | | |
| Flight Information Services (ITS) | | | | | | \$40,000 |
| Communications | | | | | | \$4,000 |
| Office/booth supplies - (DBE) | | | | | | \$10,766 |
| Uniforms | | | | | | \$3,000 |
| POS System maintenance support @ 250/station/yr x4 current stations | | | | | | \$1,000 |
| POS Webportal Maintenance @ \$840/station/yr x 4current stations | | | | | | \$3,360 |
| Technical support consultant (for POS systems since ITT cannot provide support) @\$250/mo | | | | | | \$3,000 |
| ADM Uniforms | | | | | | \$2,000 |
| Printing | | | | | | \$3,000 |
| OAG Subscription | | | | | | \$1,103 |
| Subway Gift Cards for ADM's | | | | | | \$1,000 |
| Monthly payment to Traveler's Aid (\$50) | | | | | | \$600 |
| Dry Cleaning - (DBE) | | | | | | \$1,536 |
| Employee Commute Survey | | | | | | \$0 |
| Training Support - (DBE) | | | | | | \$2,500 |
| Fringe Reimbursement for 2011 | | | | | | \$5,000 |
| Contingency for supplies and services as needed | | | | | | \$5,000 |
| SUBTOTAL | | | | | | \$86,865 |
| TOTAL | | | | | | \$1,490,342 |
| MANAGEMENT FEE *** | | | | | | \$270,675 |
| 2012-2013 ANNUAL BUDGET FOR INFORMATION BOOTHS | | | | | | \$1,761,017 |

- i. Increase in budget over 2011-2012 levels is due to the natural progression of staff into new salary positions. No starting IBRs are projected for this year.
- ii. City reimbursement for Fringe Benefits will be limited to those benefits that are offered by contractor in accordance with their standard personnel policies.
- iii. See Section 1 of Agreement for definition of Other Direct Costs.
- iv. Management Fee as presented in Appendix B-2 and further limited by terms and conditions specified in the Fiscal Year 2012 Agreement. Reflects increased hours due to increased responsibilities
- v. Reflects 1% increase over 2011-20012 levels.
- vi. Direct Cost line items were set at estimates reflecting paper reduction
- viii. Flight info services are left constant in 2012-2013 to reflect the as yet undetermined use of this service. This may be reduced or expanded.

Fiscal Year 2012- 2013 Supplemental APPENDIX B-2
 INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS

Contract Year 2012 - 2013

Management Fee

| | NO. POSITIONS | ANNUAL HOURS | HOURLY RATE | ANNUAL COST | TOTAL ANNUAL COST |
|--|------------------|-----------------|----------------|----------------|-------------------------|
| MANAGEMENT STAFF SALARIES | | | | | |
| <u>ON SITE MANAGEMENT STAFF</u> | | | | | |
| Program Supervisor | 1 | 1025 | \$49.66 | \$50,897 | \$50,897 |
| Accountant - Payroll | 1 | 1400 | \$33.11 | \$46,355 | \$46,355 |
| SUBTOTAL | 2 | | | | \$97,252 |
| FTEs | 1.2 | | | | |
| <u>FRINGE BENEFITS</u> | | | | | |
| FICA (Payroll + Compensated Leave) | | | | 8.03% | \$9,296 |
| FUTA (.8% of first \$7,000) | | | | | \$112 |
| SUI (6.2% of first \$7,000) | | | | | \$868 |
| Health, Disability & Life Insurance | | | | 10.47% | \$10,182 |
| Compensated Leave | | | | 19.00% | \$18,478 |
| Pension (Direct Payroll + Compensated Leave) | | | | 8.30% | \$9,606 |
| SUBTOTAL | | | | | \$48,542 |
| <u>PREMIUMS</u> | | | | | |
| Worker's Compensation Insurance (Lead Sup., Office Coord., Accountant) | | | | 1.10% | \$1,767 |
| Worker's Compensation Insurance (Program Supervisor and Booth Staff) | | | | 1.20% | \$11,191 |
| Commercial and General Liability Insurance | | | | | \$7,600 |
| SUBTOTAL | | | | | \$20,558 |
| MANAGEMENT COST | | | | | \$166,351 |
| OVERHEAD AND PROFIT * | | | | | \$104,324 |
| <u>TOTAL ANNUAL MANAGEMENT FEE **</u> | | | | | <u>\$270,675</u> |
| Total Monthly Management Fee | | | | | \$22,556 |

* Overhead and Profit set at 7% of Annual Cost Proposal per RFP

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

**Fiscal Year 2012 - 2013 Supplemental APPENDIX B-3
 INFORMATION BOOTH PROGRAM CONTRACT HOURLY SALARY RANGES**

Contract Year 2012 - 2013

| <u>Position</u> | <u>Rate</u> | <u>Basis</u> | <u>OT</u> <u>Status</u> | |
|---|-------------|--------------|----------------------------|----------------------|
| Program Supervisor | \$49.66 | Hour | Exempt | |
| Accountant - Payroll | \$33.11 | Hour | Exempt | |
| Lead Supervisor | \$40.92 | Hour | Exempt | |
| Volunteer Program Coordinator | \$33.96 | Hour | Exempt | |
| Volunteer Training Coordinator | \$33.96 | Hour | Exempt | |
| Office Coordinator | \$30.29 | Hour | Exempt | |
| Senior Supervisor | \$17.51 | Hour | OT | |
| Supervisor 2 | \$16.48 | Hour | OT | |
| Starting Supervisor | \$16.00 | Hour | OT | |
| Office Assistant | \$16.00 | Hour | OT | |
| Senior Information Representative | \$15.92 | Hour | OT | |
| Intermediate Information Representative | \$15.28 | Hour | OT | |
| Junior Information Representative | \$14.86 | Hour | OT | |
| Starting Information Representative | \$12.55 | Hour | OT | |
| Bookkeeper - Transit Ticket Sales | \$16.82 | Hour | Exempt | |
| Senior On-Call Information Representative | \$13.33 | Hour | OT | (No Fringe Benefits) |
| On-Call Information Representative | \$12.55 | Hour | OT | (No Fringe Benefits) |

Fiscal Year 2013-2014

INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS

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

Contract Term 2011 - 2016

Booth Staff

| | NO. POSITIONS | ANNUAL HOURS | ANNUAL HOURS BUDGETED | HOURLY RATE | ANNUAL COST | TOTAL ANNUAL COST |
|---|---------------|--------------|-----------------------|-------------|-------------|--------------------|
| DIRECT LABOR COSTS | | | | | | |
| <u>PERSONNEL SALARIES</u> | | | | | | |
| Lead Supervisor | 1 | 1760 | 1760 | \$40.92 | \$72,018 | \$72,018 |
| Office Coordinator | 1 | 1440 | 1440 | \$30.29 | \$43,615 | \$43,615 |
| Volunteer Program Coordinator | 2 | 1040 | 2080 | \$33.96 | \$35,314 | \$70,627 |
| Volunteer Training Coordinator | 1 | 1040 | 700 | \$33.36 | \$23,352 | \$23,352 |
| Senior Supervisor | 1 | 2080 | 2080 | \$17.51 | \$36,428 | \$36,428 |
| Supervisor 2 | 3 | 2080 | 6240 | \$16.48 | \$34,285 | \$102,855 |
| Starting Supervisor | 0 | 2080 | 0 | \$16.00 | \$33,280 | \$0 |
| Office Assistant | 1 | 1040 | 1040 | \$16.16 | \$16,806 | \$16,806 |
| Senior Info Reps. | 10 | 2080 | 20800 | \$15.92 | \$33,107 | \$331,065 |
| Intermediate Info Reps | 3.5 | 2080 | 7280 | \$15.28 | \$31,778 | \$111,223 |
| Junior Info Reps | 4 | 2080 | 8320 | \$14.86 | \$30,899 | \$123,598 |
| Junior Info Reps | 2 | 540 | 1080 | \$14.86 | \$8,022 | \$16,044 |
| Starting Info Reps | 2 | 500 | 1000 | \$12.55 | \$6,275 | \$12,550 |
| Bookkeeper Ticket Sales ^ | 1.5 | 2080 | 3120 | \$16.82 | \$34,992 | \$52,488 |
| SUB' | 33 | | | | | \$1,012,669 |
| FTEs | | 27.4 | | | | |
| <u>PAYROLL TAXES / FRINGE BENEFITS *</u> | | | | | | |
| FICA | | | | | 8.03% | \$81,343 |
| FUTA | | | | | | \$1,848 |
| SUI | | | | | | \$14,322 |
| Health, Disability, & Life Insurance | | | | | 10.47% | \$106,026 |
| Compensated Leave | | | | | 14.70% | \$148,862 |
| Pension | | | | | 7.35% | \$74,431 |
| SUBTOTAL | | | | | | \$426,833 |
| <u>OTHER DIRECT COSTS</u> | | | | | | |
| Flight Information Services (ITS) | | | | | | \$40,000 |
| Communications | | | | | | \$5,000 |
| Office/booth supplies - (DBE) | | | | | | \$12,000 |
| Uniforms | | | | | | \$2,500 |
| POS System Hardware | | | | | | \$5,000 |
| POS System maintenance support @ 250/station/yr x5 current stations | | | | | | \$1,250 |
| POS Webportal Maintenance @ \$840/station/yr x 5 current stations | | | | | | \$4,200 |
| Technical support consultant (for POS systems since ITT cannot provide support) @\$250/mo | | | | | | \$3,000 |
| ADM Uniforms | | | | | | \$2,000 |
| Printing | | | | | | \$3,000 |
| OAG Subscription | | | | | | \$1,260 |
| Subway Gift Cards for ADM's | | | | | | \$1,000 |
| Monthly payment to Traveler's Aid (\$50) | | | | | | \$600 |
| Dry Cleaning - (DBE) | | | | | | \$1,400 |
| Employee Commute Survey | | | | | | \$0 |
| Training Support - (DBE) | | | | | | \$2,500 |
| Fringe Reimbursement for 2012 | | | | | | \$5,000 |
| Contingency for supplies and services as needed | | | | | | \$5,000 |
| SUBTOTAL | | | | | | \$94,710 |
| TOTAL | | | | | | \$1,534,212 |
| MANAGEMENT FEE *** | | | | | | \$281,403 |
| 2013-2014 ANNUAL BUDGET FOR INFORMATION BOOTHS | | | | | | \$1,815,615 |

- i. Increase in budget over 2011-2012 levels is due to the natural progression of staff into new salary positions. No starting IBRs are projected for this year.
- ii. City reimbursement for Fringe Benefits will be limited to those benefits that are offered by contractor in accordance with their standard personnel policies.
- iii. See Section 1 of Agreement for definition of Other Direct Costs.
- iv. Management Fee as presented in Appendix B-2 and further limited by terms and conditions specified in the Fiscal Year 2012 Agreement. Reflects increased hours due to increased responsibilities
- v. Direct Cost line items were set at estimates reflecting paper reduction
- vi. Flight info services are left constant in 2012-2013 to reflect the as yet undetermined use of this service. This may be reduced or expanded.

Fiscal Year 2013- 2014 Supplemental APPENDIX B-2
 INFORMATION BOOTH PROGRAM ANNUAL COST PROPOSAL TO OPERATE SEVEN BOOTHS

Contract Year 2013 - 2014

Management Fee

| | NO. | ANNUAL | HOURLY | ANNUAL | TOTAL |
|--|------------|--------|---------|----------|-------------------------|
| MANAGEMENT STAFF SALARIES | POSITIONS | HOURS | RATE | COST | ANNUAL |
| | | | | | COST |
| <u>ON SITE MANAGEMENT STAFF</u> | | | | | |
| Program Supervisor | 1 | 1100 | \$49.66 | \$54,621 | \$54,621 |
| Accountant - Payroll | 1 | 1500 | \$33.11 | \$49,666 | \$49,666 |
| SUBTOTAL | 2 | | | | \$104,287 |
| FTEs | 1.3 | | | | |
| <u>FRINGE BENEFITS</u> | | | | | |
| FICA (Payroll + Compensated Leave) | | | | 8.03% | \$9,795 |
| FUTA (.8% of first \$7,000) | | | | | \$112 |
| SUI (6.2% of first \$7,000) | | | | | \$868 |
| Health, Disability & Life Insurance | | | | 10.47% | \$10,919 |
| Compensated Leave | | | | 16.93% | \$17,652 |
| Pension (Direct Payroll + Compensated Leave) | | | | 8.33% | \$10,153 |
| SUBTOTAL | | | | | \$49,498 |
| <u>PREMIUMS</u> | | | | | |
| Worker's Compensation Insurance (Lead Sup., Office Coord., Accountant) | | | | 1.10% | \$1,803 |
| Worker's Compensation Insurance (Program Supervisor and Booth Staff) | | | | 1.20% | \$11,420 |
| Commercial and General Liability Insurance | | | | | \$7,000 |
| SUBTOTAL | | | | | \$20,223 |
| MANAGEMENT COST | | | | | \$174,008 |
| OVERHEAD AND PROFIT * | | | | | \$107,395 |
| <u>TOTAL ANNUAL MANAGEMENT FEE **</u> | | | | | <u>\$281,403</u> |
| Total Monthly Management Fee | | | | | \$23,450 |

* Overhead and Profit set at 5% of Annual Cost Proposal per RFP

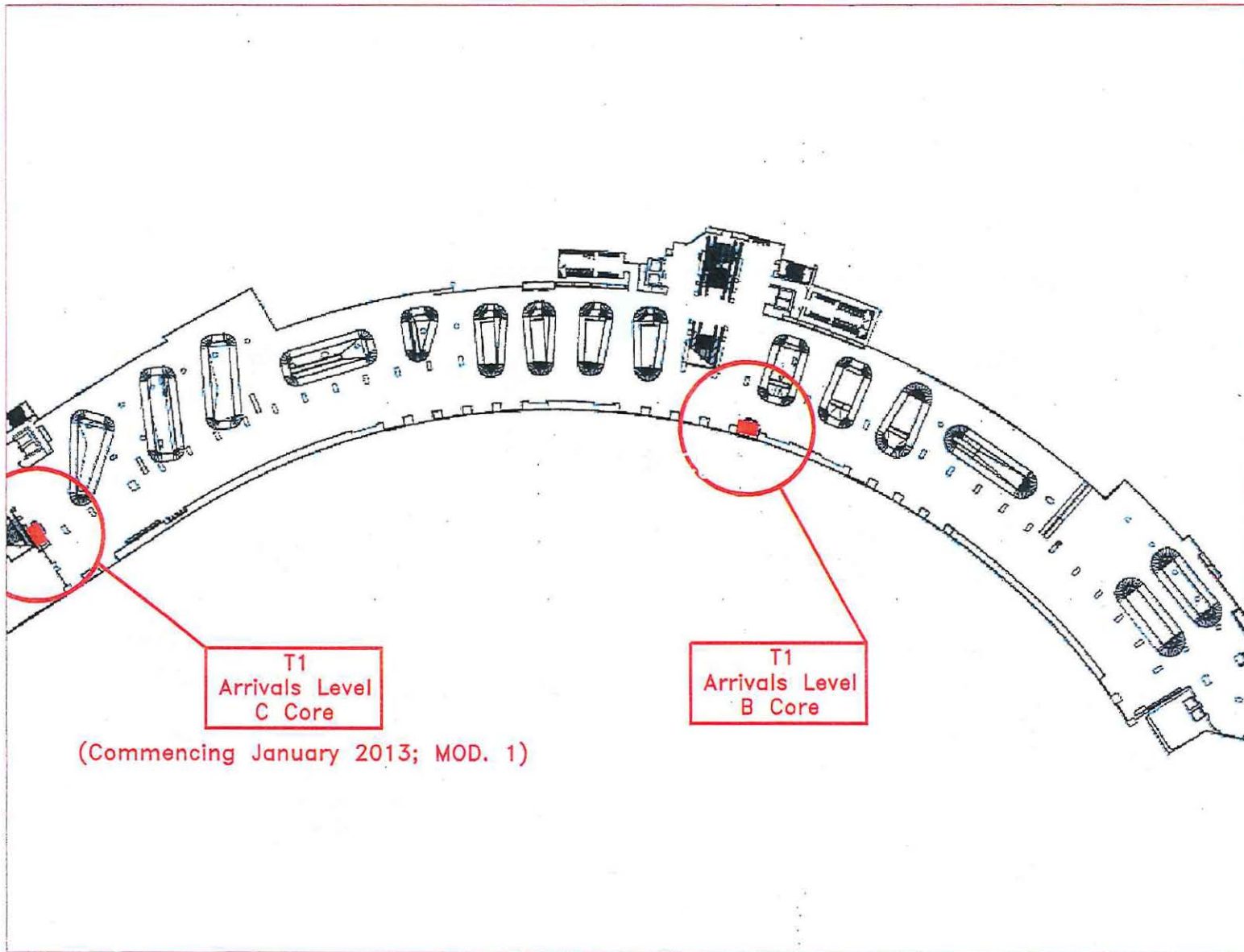
** Management Fee not to exceed 20% of Annual Cost Proposal

**Fiscal Year 2013 - 2014 Supplemental APPENDIX B-3
 INFORMATION BOOTH PROGRAM CONTRACT HOURLY SALARY RANGES**

Contract Year 2013 - 2014

| <u>Position</u> | <u>Rate</u> | <u>Basis</u> | <u>OT</u> <u>Status</u> | |
|---|-------------|--------------|----------------------------|----------------------|
| Program Supervisor | \$49.66 | Hour | Exempt | |
| Accountant - Payroll | \$33.11 | Hour | Exempt | |
| Lead Supervisor | \$40.92 | Hour | Exempt | |
| Office Coordinator | \$30.29 | Hour | Exempt | |
| Volunteer Program Coordinator | \$33.96 | Hour | Exempt | |
| Volunteer Training Coordinator | \$33.96 | Hour | Exempt | |
| Senior Supervisor | \$17.51 | Hour | OT | |
| Supervisor 2 | \$16.48 | Hour | OT | |
| Starting Supervisor | \$16.00 | Hour | OT | |
| Office Assistant | \$16.16 | Hour | OT | |
| Senior Information Representative | \$15.92 | Hour | OT | |
| Intermediate Information Representative | \$15.28 | Hour | OT | |
| Junior Information Representative | \$14.86 | Hour | OT | |
| Starting Information Representative | \$12.55 | Hour | OT | |
| Bookkeeper - Transit Ticket Sales | \$16.82 | Hour | Exempt | |
| Senior On-Call Information Representative | \$13.33 | Hour | OT | (No Fringe Benefits) |
| On-Call Information Representative | \$12.55 | Hour | OT | (No Fringe Benefits) |

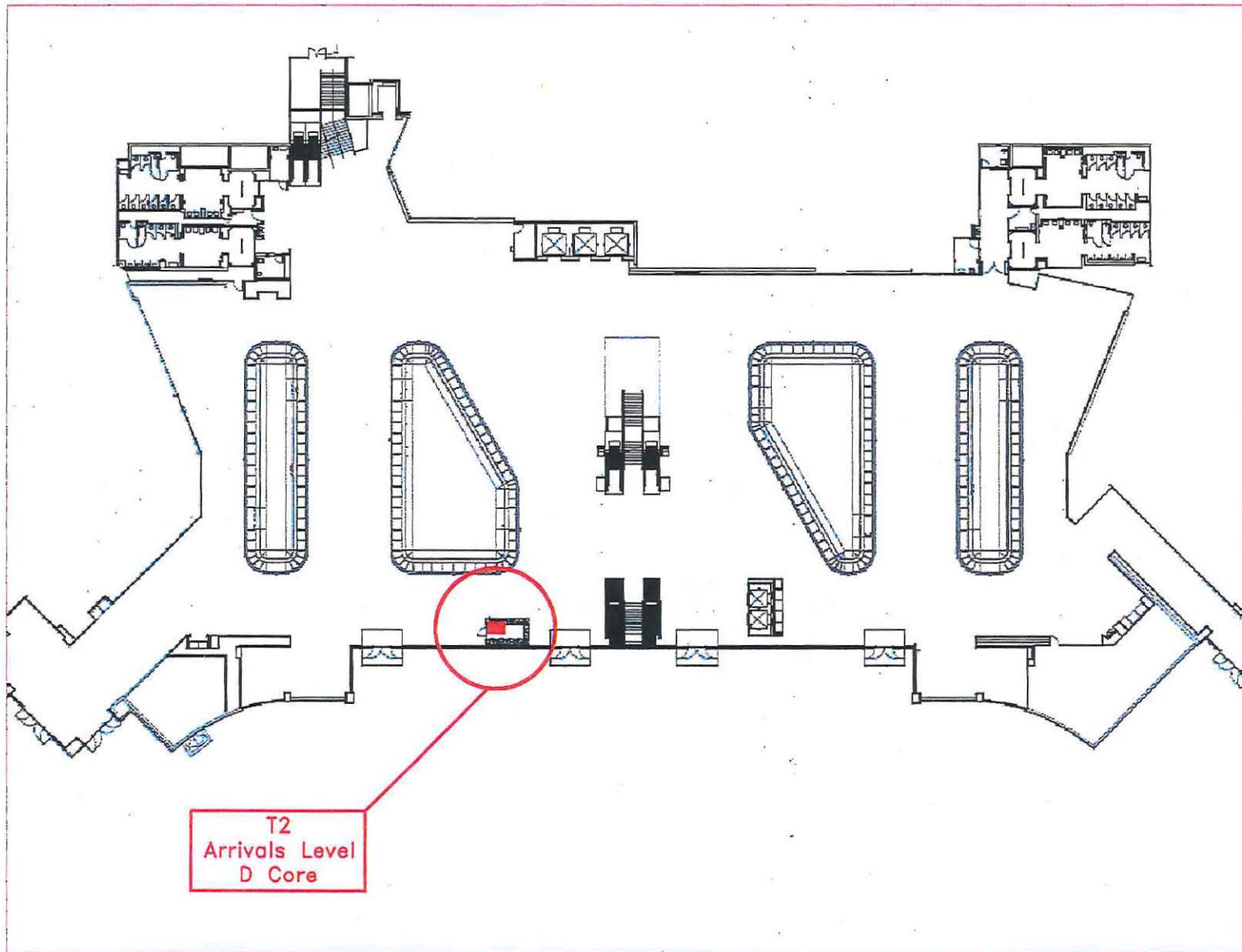
Appendix D-1
1 of 5



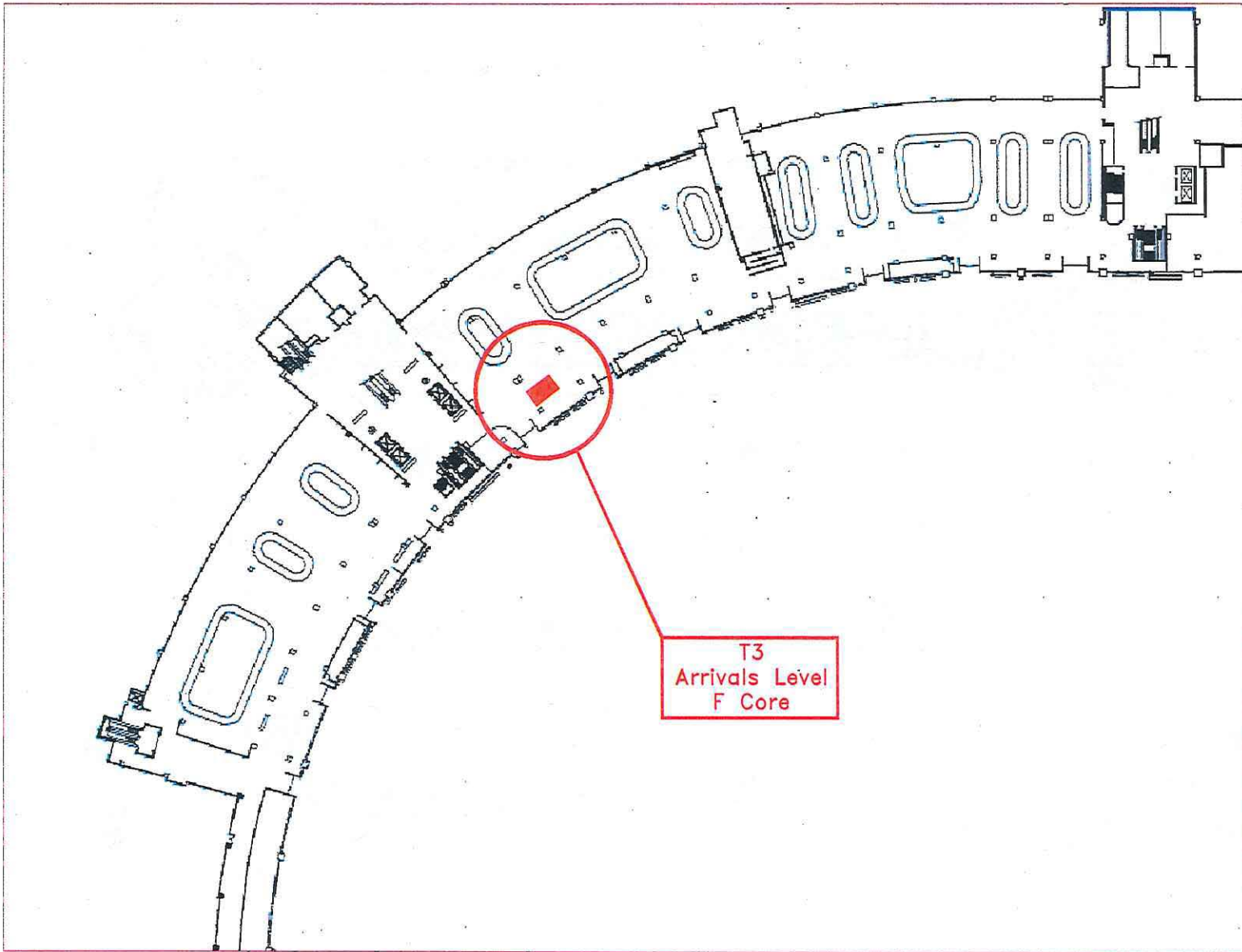
(Commencing January 2013; MOD. 1)

INFORMATION BOOTHS
TERMINAL 1 ARRIVALS LEVEL B CORE AND C CORE
(Note: C CORE is commencing January 2013)

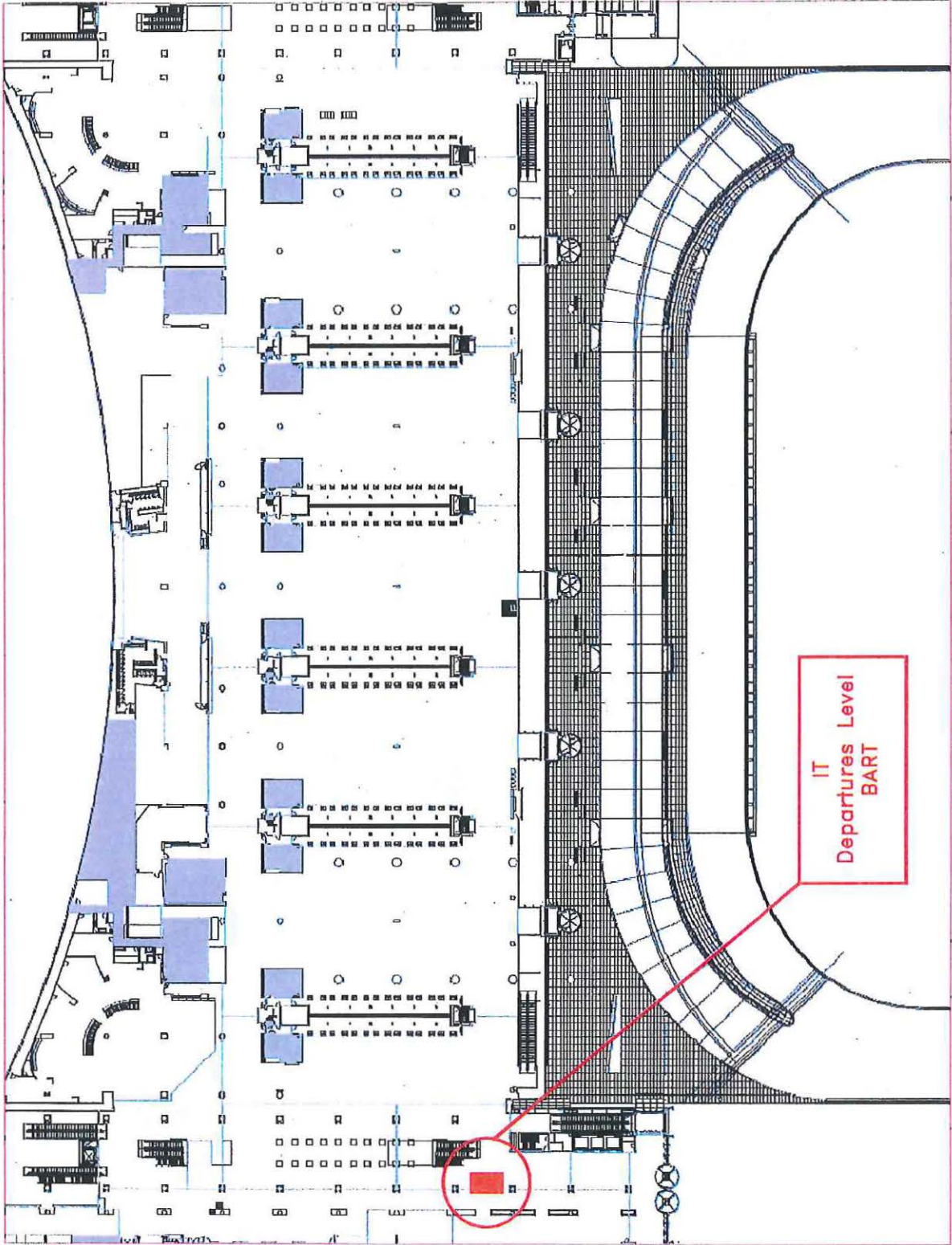
Appendix D-1
2 of 5



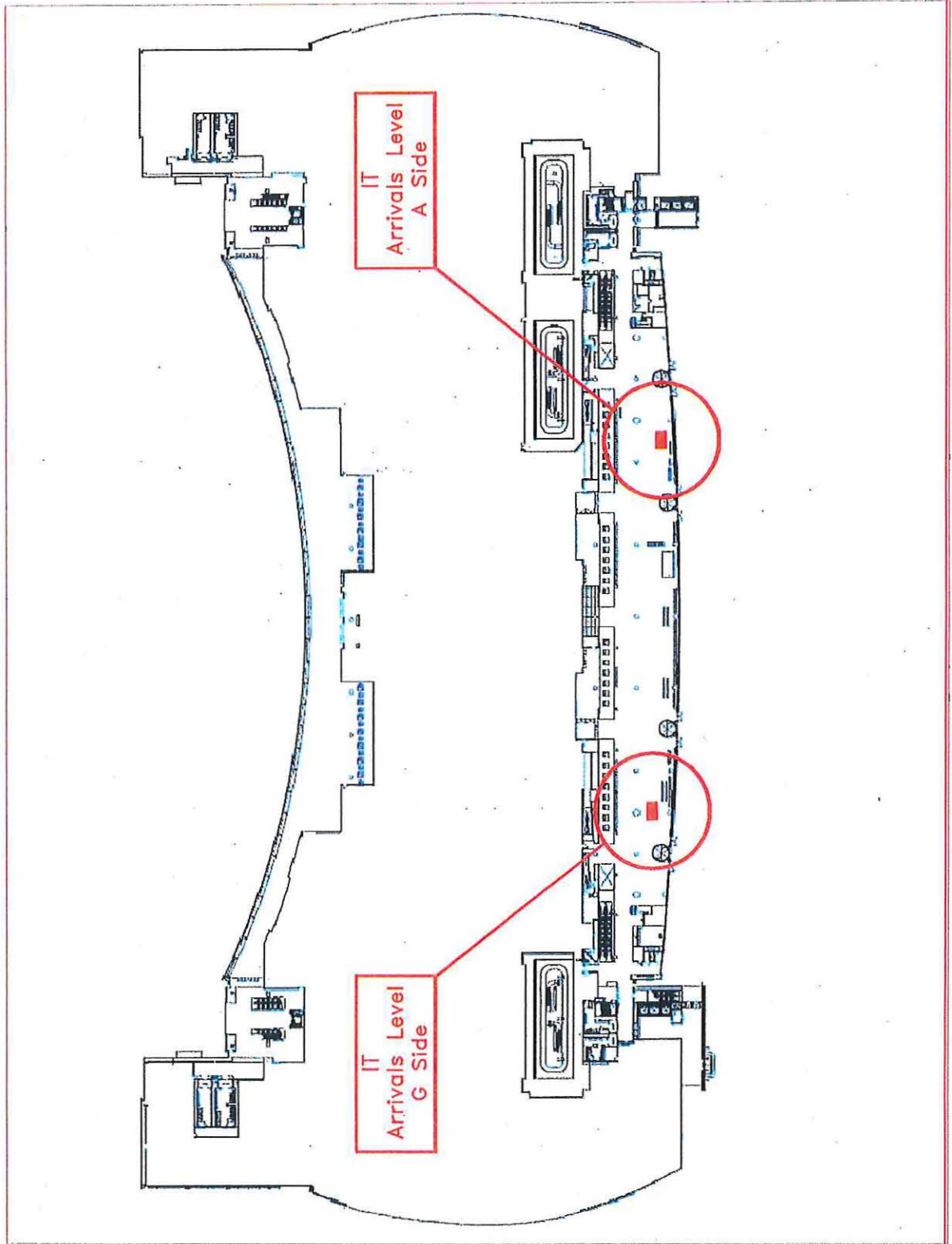
INFORMATION BOOTH
TERMINAL 2 ARRIVALS LEVEL D CORE



INFORMATION BOOTH
TERMINAL 3 ARRIVALS LEVEL F CORE



INFORMATION BOOTH
INTERNATIONAL TERMINAL DEPARTURES (BART)



INFORMATION BOOTHS
INTERNATIONAL ARRIVALS
(G-SIDE AND A-SIDE)