

**City and County of San Francisco
San Francisco Municipal Transportation Agency
Finance Division
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103**

**Agreement between the San Francisco Municipal Transportation Agency and
PRWT Services Inc.**

This Agreement is made this **November 1, 2008**, in the City and County of San Francisco, State of California, by and between: **PRWT Services Inc, 255 California Street, Suite 550, San Francisco, CA 94111**, hereinafter Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director/CEO of the SFMTA or the Director's designated agent, hereinafter referred to as "SFMTA."

Recitals

WHEREAS, the **San Francisco Municipal Transportation Agency ("SFMTA")** wishes to procure a Citations Processing Services and Citation Management System; and,

WHEREAS, a Request for Proposal ("RFP") was issued on December 8, 2006, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, the Controllers Office has certified that the services listed above can be performed at a lower cost than if the work were performed by City employees ("Prop J")

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from **November 1, 2008** until **October 31, 2013**, with the option to renew for up to five (5) additional years.

3. Effective Date of Agreement

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

4. Services Contractor Agrees to Perform

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

5. Compensation

Compensation shall be made in monthly payments on or before the 20th day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as provided for in Appendix A – Statement of Work of this Agreement as of the 15th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$53,475,441**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

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

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

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

6. Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9 Left Blank by agreement of the Parties.

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

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

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

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

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

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

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor within thirty (30) days of written notice thereof from City to Contractor, except without delay in exceptional circumstances as determined by the City. Contractor is not liable for replacement of unsatisfactory work, equipment, or materials due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by City; or (2) misuse, neglect, or any other cause other than ordinary use by the City, including, without limitation, accidents or force majeure events.

12. Qualified Personnel

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

13. Responsibility for Equipment

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

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from

future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance and Performance Bond

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

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

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

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

(4) Blanket Fidelity Bond or Blanket Crime Policy (employee dishonesty) Coverage of all Contractor's officers and employees in an amount not less than five million dollars (\$5,000,000), with any deductible not to exceed \$50,000 and including City as additional obligee or loss payee as its interest may appear.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

**Manager, SFMTA Parking Services and Fare Media
One So. Van Ness Avenue, Seventh Floor
San Francisco, CA 94103**

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

e. Should any 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.

f. 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.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment under Contractor's control as provided by City or others, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement. Contractor assumes no liability for the City's use of Contractor's products in any way other than intended or directed by Contractor.

17. Incidental and Consequential Damages

Neither party shall be responsible for incidental and consequential damages resulting in whole or in part from the performance of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any rights to other damages that the parties may have under applicable law.

18. Liability of City

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

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, 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; further, Contractor agrees that the amounts listed in Appendix A, Section IX are not a penalties, but are reasonable estimates of the losses that City will incur for delays, established in light of the circumstances existing at the time this contract was awarded, except to the extent delays are attributable to City act(s) or omission(s), or caused by a force majeure event as defined in Section 60 of this Agreement. 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 deliver to City within the time fixed or such extensions of time permitted in writing by SFMTA.

In no event shall the total amount of Liquidated Damages Credits payable by Contractor for Performance Requirement failures occurring during a calendar month exceed twenty-five percent (25%) of the average of its total monthly charges to the City. To the extent that a single event or failure results in multiple Performance Requirement failures, Contractor shall only be responsible for payment of the Liquidated Damages Credit that carries the highest monetary amount. All other Liquidated Damages Credits shall be excused.

In order to avoid the assessment of liquidated damages, upon Contractor's discovery of its inability to timely perform any part of this Agreement due to acts or omissions by the City or a force majeure event as defined in Section 60 of this Agreement, Contractor shall promptly notify

City in writing of (a) the cause of the inability to perform, (b) the anticipated time that performance could be accomplished given the nature of the delay, if applicable, and (c) actions that the City must take to remove the cause of the inability to perform, if applicable. Such written notice must be received by City within fifteen calendar days of Contractor's discovery of its inability to perform.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 57, or 58; however, Contractor shall have thirty calendar days after written notice is sent from the City to Contractor to cure any failure or refusal to perform or observe any term, covenant or condition contained in Sections 10, 15, 37, or 53 of this Agreement.

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

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

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

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 15% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and

other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

(5) Equipment costs less depreciation taken up to the date of termination for convenience under general accounting principles.

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

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

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

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

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

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

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

25. Notices to the Parties

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

To City: **Manager, Parking Services and Fare Media
SFMTA Finance Division
One South Van Ness Avenue, Seventh Floor
San Francisco, CA 94103
Fax: 415.701.4736**

To Contractor: **Senior Vice-President, Operations
PRWT Services, Inc
255 California Street, Suite 550
San Francisco, CA 94111
Fax: 415.445.0190**

Any notice of default must be sent by registered mail.

26. Ownership of Results

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

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. This section is not applicable to any preexisting proprietary software and any upgrades or modifications thereof used by Contractor or Contractor's agents or Subcontractors to perform the services provided under this contract by Contractor or any of Contractor's Agents or Subcontractors.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records attributable to invoices submitted under this Agreement, and to make audits of all invoices, materials, payrolls, records or personnel and other data directly related to all invoices submitted pursuant to this Agreement, whether funded in whole or in part under this Agreement, with the exception of data related to profit or overhead costs. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting

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

30. Assignment

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

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at

the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

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

b. Compliance and Enforcement

(1) Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

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

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

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is **six percent (6%)**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages

equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

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

b. Subcontracts

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

c. Nondiscrimination in Benefits

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

d. Condition to Contract

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

e. Incorporation of Administrative Code Provisions by Reference

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

35. MacBride Principles—Northern Ireland

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

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

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

38. Resource Conservation

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

39. Compliance with Americans with Disabilities Act

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

40. Sunshine Ordinance

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

41. Public Access to Meetings and Records

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

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

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 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.

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 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 SFMTA when it enters into such a Subcontract and shall certify to the SFMTA that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

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

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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

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

the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

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

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

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

d. Exceptions

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

e. **Liquidated Damages**

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;
- therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to

quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

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

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

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

f. Subcontracts

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

46. Prohibition on Political Activity with City Funds

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

47. Preservative-treated Wood Containing Arsenic

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

The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

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

50. Agreement Made in California; Venue

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

51. Construction

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

52. Entire Agreement

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

53. Compliance with Laws

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

54. Services Provided by Attorneys

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

55. Left blank by Agreement of the Parties

56. Severability

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

57. Protection of Private Information

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

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Force Majeure

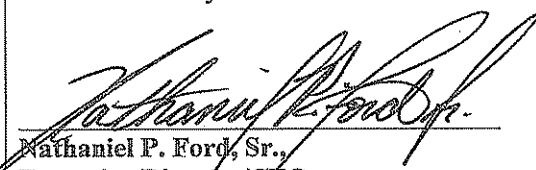
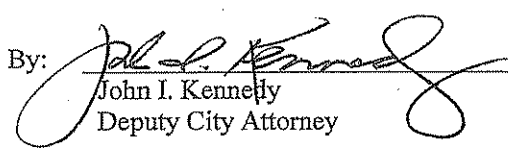

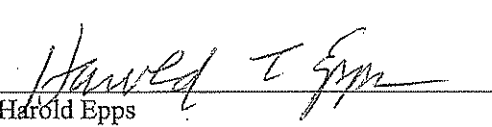
Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. In the event of a force majeure, the City shall have the right to suspend this Agreement, in whole or in part, until such time as the ability to perform is restored following the force majeure event.

61. Performance Bond

Prior to commencement of work under this Agreement, Contractor shall file with the City a corporate surety bond, in the amount of three million dollars (\$3,000,000) to guarantee the faithful performance of the Agreement. If the Contractor provides the City with a bond for a period less than the full term of this Agreement, the Contractor shall provide advance written notice to the City at least ninety (90) days prior to the expiration of the bond if the corporate surety decides to cancel the bond, not to extend the term of the bond, or not to issue a Continuation Certificate.

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

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

CITY	CONTRACTOR
<p>Recommended by:</p> <p> Nathaniel P. Ford, Sr., Executive Director/CEO San Francisco Municipal Transportation Agency</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  John I. Kennedy Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors Resolution No. <u>08-141</u></p> <p>Adopted: <u>08/05/08</u></p> <p>Attest:  Secretary, MTA Board</p>	<p>PRWT Services, Inc</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p> Harold Epps President, PRWT Services, Inc 255 California Street, Suite 550 San Francisco, CA 94111</p> <p>City vendor number: <u>43701-01</u></p>

Appendices

- A: Scope of Work
- B: Calculation of Charges
- C: Performance Bond
- D. Existing Handheld Device Payments
- E. Existing Mobile License Recognition Payments
- F. SFMTA Records Retention Policy
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I. DEFINITIONS

1.1 Abandoned Vehicle Tracking System

An automated system utilizing Handheld ticket writers that tracks abandoned vehicle complaints and reports on the status, history and follow-up actions required to resolve abandoned vehicle complaints, as further described in Section IV.L.1 herein.

1.2 Administrative Adjudication Program

The City's program for administrative consideration of a Protest, including Administrative Review and Administrative Hearings, as further described in Section IV.K herein.

1.3 Administrative Hearing

A hearing mandated by California Vehicle Code §§ 40215(b)-(c), 22852, 22651.7, or Division 10, Part 11, Chapter 8 of the Public Utilities Code (§§ 99580 *et seq.*), or any other applicable law or regulation which is conducted by the Hearing Division for the administrative adjudication of a Protest, as further described in Section IV.K.2 herein. Administrative Hearing is the second level of review for a Citation Protest, following Administrative Review.

1.4 Administrative Review

An initial review of a parking Citation or Notice of Delinquent Parking Violation by the Citation Division following receipt of a Protest as mandated by California Vehicle Code § 40215(a) and as further described in Section IV.K.1 herein.

1.5 Agreement

The Contract to be entered into by the SFMTA and the Contractor for Citation Processing Services and a Citation Management System pursuant to the Request for Proposals, issued on December 6, 2006.

1.6 Automated Telephone Answering System, ATAS

A telephone help line to make information on Citation processing procedures, parking permits and other parking related matters available to the public.

1.7 Business Day

Monday, Tuesday, Wednesday, Thursday and Friday, excluding holidays.

1.8 Boot Hearing

A hearing mandated by CVC § 22651.7.

1.9 California Vehicle Code, CVC

The compilation of laws enacted by the California state legislature pertaining to the use and operation of vehicles.

1.10 Citation

A notice of violation issued to a person or a vehicle by a Parking Control Officer employed by the SFMTA's Parking and Traffic division, an employee of the San Francisco Police Department, or an authorized employee of another agency for which SFMTA has entered into agreements to process Citations 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 Traffic Code or other applicable law or regulation. "Citation" shall not include a moving violation as defined in the California Vehicle Code.

1.11 Citation Processing Fee

The amount described in Appendix as written in Appendix B hereto, owed by City to Contractor for each Citation updated to by the CPSCMS.

1.12 Citation Processing Services And Citation Management System, CPSCMS

The combined equipment, software and hardware by which the City processes and manages the data and tasks generated by Citation issuance and processing.

1.13 City

The City and County of San Francisco, acting by and through the San Francisco Municipal Transportation Agency ("SFMTA").

1.14 Complainant

A person or entity contesting a Citation, the towing or immobilization of a vehicle for which they are not responsible.

1.15 Contract

The Contract to be entered into by the SFMTA and the Contractor for Citation Processing Services and a Citation Management System pursuant to the Request for Proposals, issued on December 6, 2006.

1.16 Contractor

PRWT Services, Inc., with whom the city has an existing Contract for CPSCMS products and services.

1.17 Customer

A member of the public who interacts with Contractor's CPSCMS system in person, via internet, mail or telephone because of a Citation, a Protest, a Complaint, a notice, a parking permit or an administrative or judicial Hearing Request.

1.18 Data Center

The ACS's central computer facility located in Terrytown, N.Y. that houses hardware and software components for processing and transmitting information from and to the PCPS and between the PCPS and other components of Contractor system.

1.19 Data Warehouse

The ad-hoc tool that allows for customization of reports that are requested by SFMTA for special requests.

1.20 De Novo Hearing

A hearing conducted by the Superior Court, mandated by California Vehicle Code § 40230, after a timely appeal by a Protestor whose Protest has been denied by a Hearing Examiner pursuant to Vehicle Code § 40215(b) or California Public Utilities Code § 99852. De Novo Hearing is the third level of review for Citation Protests following Administrative Review and Administrative Hearing.

1.21 Department of Motor Vehicles, DMV

The agency established to regulate the use and operation of motor vehicles and personal identification.

1.22 Department of Parking and Traffic, DPT

The San Francisco Department of Parking and Traffic, a division of the SFMTA.

1.23 Disposition

The decision reached regarding a Protest following Administrative Review, Administrative Hearing or a DeNovo Hearing on a Protest.

1.24 Effective Date

The date on which the Controller has certified to the availability of funds and Contractor has been notified in writing.

1.25 Enforcement, Enforcement Division, Parking Enforcement Division

The division of SFMTA responsible for the issuance and enforcement of Citations, with its offices at 505 - 7th Street, 10th and Bryant Streets and 2323 Cesar Chavez Street as of the Effective Date of the Agreement.

1.26 Error Correction

An emergency action taken to fix hardware, including the processor(s), PCs or printers, or software anomalies having a negative impact on the operation or use of the CPSCMS.

1.27 Fee

SFMTA permit fees and any applicable monetary assessments for Citations and Citation processing that are added to Fine amounts, such as late payment fees, returned check fees, administrative fees, court filing fees and any Fine enhancements that are authorized by law.

1.28 Field Maintenance Requests

Maintenance requests for specific meters, signs and curb painting, further described in Section II.I herein, which are entered into Handheld Units by PCOs in the field and then uploaded to the PCPS for automatic transmission to an online printer as an e-mail message or to a specified facsimile machine.

1.29 Fine

The initial amount of money charged for violation of law.

1.30 Fleet and Government Vehicle System, FGVS

The system described in Section IV.E.8 herein that tracks vehicles assigned to a company or governmental agency and generates billings for Fines and Fees to the vehicle fleet owner.

1.31 Handheld-Ticket Writing and Reporting System

The component of the CPSCMS described in Section II herein that collects, stores, processes and retrieves information collected through Handheld Units for issuance of Citations.

1.32 Handheld(s), Handheld Unit:

As of the Effective Date of the Agreement, SFMTA's inventory of current inventory of Itronix Q-200 Handheld Ticket Writing Units, and Extech Model S3750THS printers and accessories.

1.33 Hearing Division

The division of SFMTA whose function it is to conduct Administrative Hearings for vehicle owners, drivers or their authorized agents on contested parking Citations and on towed or booted vehicles as mandated by California Vehicle Code §§ 40215, 22852 and 22651.7, and for individuals protesting transit fare evasion and other transit passenger conduct violations as set forth in Division 10, Part 11, Chapter 8 of the Public Utilities Code (§§ 99580 *et seq.*).

1.34 Hearing Examiner

An individual authorized to conduct Administrative Hearings pursuant to California Vehicle Code §§ 40215, 22852, 22651.7 and Division 10, Part 11, Chapter 8 of the Public Utilities Code (§§ 99580 *et seq.*).

1.35 Hearing Processing System

The rules and procedures for tracking Administrative Hearings pursuant to California Vehicle Code § 40215.

1.36 Hearing Request

A request for an Administrative Hearing for a contested Citation.

1.37 Image Management System, IMS

The module attached to the PCPS that captures, store and retrieves all images.

1.38 Installment or Volunteering In-Lieu of Payment Tracking System, IPCSP

The system that monitors Customers who have elected and been approved for the program that permits the payment of outstanding Citations through City-designated volunteer programs, or timed partial payments.

1.39 Interactive Voice Response, IVR

A voice activated interface with the ticket processing system.

1.40 Miscellaneous Collections

The system for monitoring and tracking collection efforts for certain enumerated categories of hard-to-collect Fines and Fees that may be assigned to Special Collections by the SFMTA, as further described in Section V.C herein. Contractor is entitled to a Special Collection Fee for any Citation that is assigned to Miscellaneous Collections.

1.41 Mobile License Plate Recognition, MLPR

The equipment and services that enable Enforcement staff to remotely scan vehicle license information from Enforcement Division vehicles in order to identify licenses with five (5) or more delinquent Citations (Scofflaws), who may be subject to booting and towing.

1.42 Network Operations Center, NOC

Central point of contact for all system users 24 hours a day, seven (7) days a week accessed by a toll-free number. NOC is staffed from 5: a.m. until 7 p.m. local San Francisco time..

1.43 Notice of Delinquent Parking Violation, NDPV

The notice sent out by the Citation issuing agency in accordance with procedures and requirements for notices of delinquent violations specified in California Vehicle Code §§ 40206 through 40211.

1.44 Officer Management System, OMS

The component of the CPSCMS that enables the Enforcement Division to review data collected by the HWRS for effective management of personnel and to review Citation issuance data, as further described in Section III herein.

1.45 Out-Of-State Collections

The elements of the CPSCMS utilized in processing of Citations issued to vehicles registered outside of the State of California, as described in Section V.B herein. Contractor is entitled to a Special Collections Fee for Citations subject to Out-of-State Collections.

1.46 Parking Control Officer

An employee of the Department of Parking and Traffic's Enforcement Division authorized to issue parking Citations and enforce traffic regulations in San Francisco.

1.47 Parking Citation and RPP Division

The division of SFMTA which collects money for parking Citations and which issues parking permits.

1.48 Parking Citation Processing System

The component of the CPSCMS that manages the data entry for, processing and adjudication of Citations, including the Residential Permit Processing System, as further described in Section IV herein.

1.49 Performance Bond

The financial instrument which Contractor is required to maintain to guarantee the performance of Contractor's obligations under the Agreement, as further described in Section 61 of the Agreement. The Performance Bond and all replacement Performance Bonds provided by Contractor during the term of the Agreement shall be attached hereto as Appendix C and are hereby incorporated by reference as though fully set forth herein.

1.50 Protest

The formal challenge of a Citation, a Notice of Delinquent Parking Violation, or the towing or immobilization of a vehicle by means of any applicable procedural requirements established by law, regulation, Contract or SFMTA policy.

1.51 Protestor

A person who files a Protest.

1.52 Public Information Website, PIW

The destination on the internet that provides Customers with information regarding parking and Citations in San Francisco.

1.53 Registered Owner

The person or business that has legal ownership and responsibility for a vehicle as established by the official records of the California Department of Motor Vehicles or other state vehicle registry.

1.54 Residential Permit Parking, RPP

The program established pursuant to Article 15 of the San Francisco Traffic Code which allows residents of certain areas to obtain permits exempting the residents' vehicles from parking time restrictions.

1.55 Residential Permit Processing System, RPPS

A system that allows the City to issue and track different types of parking permits issued to residents.

1.56 San Francisco Department of Public Health, SFDPH

The Department of Public Health of the City and County of San Francisco, acting by or through its Director.

1.57 San Francisco Municipal Transportation Agency, SFMTA

The entity by that name that was established by San Francisco Charter Article 8A.

1.58 San Francisco Police Department, SFPD

The police department of the City and County of San Francisco, acting by or through its Chief of Police.

1.59 San Francisco Traffic Code

The compilation of ordinances pertaining to traffic rules and regulations which is part of the San Francisco Municipal Code.

1.60 Scofflaw

A vehicle in violation of California Vehicle Code §§ 22651(i) or 22651(o) because it has five (5) or more delinquent Citations or has been out of registration for more than six (6) months.

1.61 Special Collection Fee

The amount described in Appendix B hereto, owed by City to Contractor for Citations assigned to the Special Collection System by SFMTA, expressed as a percentage of revenue collected by Contractor.

1.62 Special Collection System, SCS

The system that provides monitoring and tracking software, hardware, training and technical support for Out-of-State and Miscellaneous Collections..

1.63 Squad

A unit of Parking Control Officers, police officers, or transit fare inspectors.

1.64 Tow Hearing

A hearing mandated by California Vehicle Code § 22852.

1.65 Tow Noticing System, TNS

A system utilized to look up Registered Owner information and then to mail out notices of storage from a list provided by the City's Towing Contractor.

1.66 Transit Fare Evasion Processing System

A system for tracking and processing Citations issued to individuals who receive Citations for failing to show proof of payment while riding the City's public transit systems and for transit passenger misconduct in violation of Division 10, Part 11, Chapter 8 of the California Public Utilities Code (§§ 99580 *et seq.*).

1.67 Vehicle Identification Number, VIN

A universal letter and numbering protocol designed to uniquely identify a particular vehicle, as set forth in California Vehicle Code § 671.

1.68 Vehicle License Number, VLN

The series of letters and/or numbers found on a vehicle's license plate(s) issued by a state governmental entity that uniquely identifies a particular vehicle.

1.69 Wide Area Network, WAN

A computer network that links offices through the City's' Department of Telecommunications and Information Services.

II. HANDHELD-TICKET WRITING AND REPORTING SYSTEM (HWRS)

Contractor shall operate and maintain the SFMTA's HWRS with all current features as a fully integrated element of the existing Parking Citation Processing System (PCPS). Contractor shall provide at least the following hardware, software, equipment, supplies and services making up the HWRS at no expense to SFMTA beyond the Citation Processing Fees:

A. Payments for Existing Handheld Units.

Contractor shall assume all payments listed in **Appendix D** that post-date the Effective Date of this Agreement, through June, 2010.

B. HWRS Workstation Access Requirements

Contractor shall ensure that information stored and maintained in the HWRS will be accessible from workstations attached to the SFMTA WAN. Workstations shall meet all SFMTA specifications to the satisfaction of the SFMTA as referenced in Section VI.C of this Appendix A.

C. Handheld Equipment Functionality.

Contractor shall provide maintenance support for Handheld Units with the features, functionality, supplies and services listed below:

1. The ability to generate, review and print paper Citations with standardized fields such as time, date, PCO name and badge number, unique Citation number and issuing agency filled in automatically, and the ability for the PCO to manually enter other data from look-up lists and drop down menus to the greatest extent possible to enhance speed and accuracy of data entry.
2. The ability to capture PCO comments either by manual entry or selection from a list of standard comments.
3. Citation paper stock and envelopes for PCO use – electronic Citations only.
 - a. Tickets will be pre-printed, on polytherm stock, the weight and size of which is dependent on bank lockbox specifications for payment processing and printer requirements.
 - b. Envelopes supplied by Contractor will be as follows: white, plain, 3-5/8" X 8-5/8", 17 Lbs./M, printed on both sides, with colored boxes with payment information (subject to change based on size of ticket forms when Handhelds are upgraded or replaced in 2010).
 - c. 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 to the PCPS will be reimbursed to Contractor at cost.
4. The ability to identify vehicles' RPP status, the VLN associated with an RPP number, arrest warrants issued for a registered owner associated with a VLN (when provided to PRWT), and vehicles that are Scofflaws and/or reported as stolen by VLN and VIN look-up through a Handheld Unit.
5. The software capacity to store photographic images and associate each image with a Citation. Option available with purchase of new or replacement Handhelds upon request from SFMTA. 50MB of storage is the maximum that current Handhelds with a 64MB storage card can hold; capacity may be greater based on the type of Handheld Unit selected in 2010.

6. The PCO shall have the option to enter a personal identification number (PIN) and password for the operation of the Handheld Unit, and storage of the active PIN as part of the data records captured by the Handheld Unit.
7. Storage of and access to all data and images captured or entered into a Handheld Unit associated with a Citation.
8. The ability to review Citations issued during the active login session.
9. The capture of PCO tasks and time spent entered into Handheld Units by PCOs.
10. Automatic update of Handheld with administrator changes to lists and tables while Handheld is in its docking cradle, including Scofflaws, stolen vehicles, warrants, RPPs and other data as may be specified by SFMTA.
11. Pre-defined rules to control flow of data entry screens for context-sensitive menus and the integrity of data which shall be modified by Contractor upon SFMTA request.

D. Handheld Equipment Replacement Schedule

1. In Fall 2009, SFMTA will determine which Handheld models and printers it wishes to use to replace the current Handhelds. Contractor shall replace SFMTA's current inventory of 265 Handheld Units printers by July 2010 with new Handheld Units and printers, provided the schedule and outlined below is followed. Contractor shall provide at its own expense the 265 Handheld Units, printers and other necessary equipment as requested by SFMTA. The per-unit cost to Contractor shall not exceed \$5,500.00.
2. Contractor shall provide new employee and refresher training and reference manuals for PCOs and SFMTA trainers on any replacement Handheld Units.
3. No later than thirty (30) days after SFMTA chooses desired Handheld manufacturers, Contractor shall provide a testing plan for at least five (5) Handheld Units and printers per manufacturer chosen by SFMTA.
4. No later than sixty (60) days after SFMTA approves a testing plan for proposed replacement Handheld Units, Contractor shall provide Handheld equipment as requested and approved by SFMTA for testing, and shall install such test equipment at location(s) designated by the SFMTA.
5. Contractor shall cooperate in conducting the pilot test of proposed replacement Handheld Units, including training and support sufficient to enable Enforcement Division personnel to use and evaluate the proposed replacement Handhelds.
6. Within 15 days of SFMTA approval of the pilot test, Contractor shall place orders for the approved equipment and shall guarantee the delivery of at least sixty (60) Units within ninety (90) days of the order.
7. Following the pilot test, Contractor shall provide project management and procurement of new Handhelds and printers to replace current Handhelds and printers, including software, maintenance plan and wireless printing capacity, by no later than ninety (90) days from SFMTA's approval of proposed replacement Handheld Units and printers including all integration tasks necessary for full functionality of the replacement Handhelds and printers.

E. Processing System Requirements.

Contractor shall provide data processing capacity for the HWRS with the following features, functionality, supplies and services at each Enforcement Division location at no expense to SFMTA beyond Citation Processing Fees:

1. Support for all performance standards described in Section IX of this Appendix A.
2. SQL or ODBC compliant relational database with a graphical user interface.
3. Two-way electronic transfer of Citation data, images and PCO tasks between the HWRS and the PCPS via Ethernet docking cradles with a high-speed, universal communication protocol with the capacity to update all docked Handheld Units simultaneously in a manner that eliminates the need for physical counting, batching and delivery of data.
4. Management and maintenance of the HWRS. Contractor may upgrade the HWRS or its component parts with SFMTA's prior written approval of any proposed replacement systems or components.
5. Comprehensive reference materials for use of SFMTA personnel in the full use of the HWRS and any elements of the HRWS that are replaced during the term of this Agreement. Materials shall include instructions for maintenance, the use of hardware and software components of the HWRS, and ongoing HWRS support.
6. The generation of reports from data collected by Handheld Units.
7. Uninterrupted access to HWRS by authorized users designated by SFMTA to verify transaction status, generate reports, maintain master files and manage equipment status.
8. Software that will enable the Handhelds to automatically update the current Citation violation code, with corresponding description, to a new numbering system, upon request of the SFMTA, and receipt of the new violation codes from the SFMTA.

F. HWRS-PCPS Connectivity

Contractor must ensure that the HWRS is fully integrated with the PCPS. Transfer of data between the two systems must use a high-speed communications link that will protect the security of the data. The downloading process from the Handheld Units to the PCPS must be fully automated and shall not require manual intervention. Contractor must ensure integration between the HWRS and PCPS is operational 97% of the time within a given calendar month.

G. Data Transfer

Contractor must ensure the integrity of all data transmission, including but not limited to reconciliation of the number of Citations transmitted to the PCPS with the number received and processed from the Handheld Unit, and an audit procedure to monitor accurate transmission of transaction records accepted by the PCPS back to the HWRS.

Data transfer between the PCPS and HWRS must include VLNs or VINs of vehicles eligible for booting or towing and stolen vehicles. The HWRS 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.

Contractor shall document procedures for data transmission and reconciliation.

H. Data Security

Contractor must ensure that data exchange between the HWRS and PCPS be securely transferred using an isolated internet connection to an internal private network that is secured by multiple firewalls and intrusion detection software. Contractor must restrict access to the network to authorized users at their level of authorization, and only authorized IP addresses shall be allowed to exchange data with the PCPS.

Multiple layers of security shall allow access to authorized users by function and responsibility, including multiple levels of security access to the central base station server database. Profiles shall be set up by user type (Trainee, User, Supervisor, and Administrator) and access shall be set automatically when a security level is assigned. Users shall be able to view reports and modify data only to the extent authorized by their assigned security level. A supervisor shall be able to view reports but shall have limited access to data tables and the ability to modify data only as authorized. An administrator shall be able to access all tables and view and modify tables. User security levels shall be established by SFMTA and implemented by Contractor. User access shall be capable of being modified or revoked immediately upon SFMTA request.

Access to Citation issuance authority on a Handheld Unit shall be controlled with a User ID, PIN or password login process, validated against a table on the database master file. Data shall be stored securely on the Handheld until transferred to the Data Center.

I. Field Maintenance Requests

The HWRS shall provide PCOs the ability to use the Handheld Units to submit Field Maintenance Requests for specific meters, signs and curb painting. Field Maintenance Requests shall be transmitted electronically directly to the PCPS and/or as otherwise directed by the SFMTA. HWRS Field Maintenance Requests system shall be capable of confirming that the Field Maintenance Request was received and shall be able to resend the message when required.

Within 90 days of receipt of specifications from SFMTA's Enforcement Division, Contractor shall provide a schedule for implementation of the Field Maintenance Request component, which shall be subject to SFMTA approval. Contractor shall provide the system within 180 days of SFMTA's acceptance of the implementation plan.

J. Support and Maintenance

Contractor shall at all times provide support services as follows:

1. Software Maintenance

Contractor shall provide software upgrades to HWRS components that it makes available to its other clients, and shall document all such upgrades. Software upgrades to Handheld Units shall be uploaded to Handhelds while docked.

2. Equipment Maintenance

Contractor shall assign any manufacturer warranties to SFMTA. Equipment maintenance and repair that falls outside the warranties shall be paid for by the SFMTA.

3. Technical Support

Contractor shall provide on-site consulting support from Contractor's project team assigned to the SFMTA as described elsewhere in this Agreement, and shall also provide toll-free telephone support 24 hours per day, 7 days per week.

III. OFFICER MANAGEMENT SYSTEM (OMS)

Contractor shall provide a comprehensive OMS that provides the SFMTA with the ability to monitor PCO activity and to create next-day ad hoc management reports. Contractor must ensure that the OMS is integrated with the HWRS to receive data from cradled Handheld Units, and that the OMS is capable of incorporating data manually entered into the PCPS within one (1) Business Day of input.

Contractor shall provide the following functionality, features and services through the OMS:

A. Tracking of activities performed by PCOs

1. Work Detail and Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, Administrative Tasks, Driveway Complaints, Residential Permit Parking, Commute Tow, General Enforcement, Abandoned Vehicle)
2. Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing)
3. Supervisor/PCO designation; the system must allow for PCOs to report to more than one supervisor in a day.
4. Location of Citation issued

B. Requirements For OMS System

1. Online Maintenance

Within 90 days of SFMTA's written approval of specifications, Contractor shall provide online maintenance of a complete catalog of parking enforcement supervisory assignments of PCOs, which shall be available at the time entered. Contractor's system must allow the SFMTA to enter changes in personnel and assignments, including temporary assignments.

2. Tracking at Supervisor Level

Contractor shall ensure that OMS system enables SFMTA management to:

- a. Track activities performed by a PCO within an assigned shift;
- b. Review PCO activities throughout the course of his or her shift;
- c. To create ad hoc reports in order to obtain specific statistical information or trends.

3. Management Reporting of Activities

Contractor shall ensure that the OMS performs the following functions:

- a. Provide the ability to report by sorting on any data category that is captured by the Handheld or by manual entry;
- b. Accommodate and document real-time adjustments to assignments at the PCO badge number and supervisor level, and reflect assignments of one PCO to more than one supervisor and/or one supervisor to multiple assignments or work details.
- c. Group activities by type, to reflect percentage of workday spent on a particular Type of Assignment, location, Work Detail, or Work/Non-Work Status, by PCO badge number and at the supervisor level, so that all available hours worked during each 24 hour period if entered into the OMS can be accounted for and documented seven days per week, including weekends and holidays.
- d. Document overtime hours worked by badge number and at the supervisor level, and describe work detail, type of assignment, and non-work status.
- e. Assist management of the Enforcement Division to evaluate day-to-day activity assignments and patrol strategies.

- f. Allow for table updates and audits for quality of data at the time entered.
- g. Display all information for every parking Citation issued during any time range specified by the SFMTA.
- h. Allow user-friendly retrieval of the records of all employees who issue parking Citations. Record retrieval must be capable of being initiated by entering the issuer's I.D., his or her supervisor's name, or by entering a specific date or date range.
- i. Generate both regularly scheduled and on-demand reports that show the amount of time for each PCO badge number for the various assignments or activities within a supervisor's area of responsibility or assignment.

4. Statistical Reports on Productivity Online

Contractor shall ensure the OMS provides SFMTA with operational online, real-time reports of PCO activities by PCO, location, Unit assignment and enforcement area. Citywide statistics must be available for any specified time period. Contractor's system shall provide the following management and operational reports:

- a. PCO activity summary
- b. PCO activity detail and
- c. Summary productivity reports

The SFMTA reserves the rights to modify the report list, and will notify Contractor of any modifications

IV. PARKING CITATION PROCESSING SYSTEM (PCPS)

A. PCPS functionality

The primary functions of the PCPS is the integrated processing of Citations received either from Handheld Units or from manually written Citations, including DMV interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits and Customer service support. In addition to these primary applications, SFMTA wishes to automate several other applications that are discussed below.

1. Ability to record new Citations issued, including identification of the issuing agency.
2. Ability for the SFMTA and the public to make online, real-time Citation inquiries.
3. Ability to interface online and in real time with California DMV.
4. Cashiering/Payment Processing/Noticing/Refund and Audit functions.
5. Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing Requests.
6. General Citation data storage and management, with flexible reporting options.
7. Residential Permit Issuance and Management System.
8. Parking Meter Maintenance System.
9. Towed vehicle noticing system.
10. Tracking of installment payments and volunteering in-lieu of Citation payment.
11. Municipal Railway fare evasion Citations processing.
12. Fleet and government vehicle Citation processing.
13. Data entry services for handwritten Citation records.
14. Lockbox check payment processing.
15. Printing and distribution of notices (see Section VIII).
16. Training and user manuals for SFMTA staff on PCPS and system maintenance requirements.
17. Maintenance support services for equipment, hardware and software.
18. Additional options pertaining to the PCPS as outlined in the Section VII.

B. PCPS Software and Support

1. Application Software

Contractor shall provide the following features within the PCPS software:

- a. Descriptions and data element groupings that create multi-dimensional views to ease usability and intuitive functionality
- b. Fields lengths to allow display of meaningful verbiage instead of codes and abbreviations
- c. Point-and-click capability using the mouse

- d. Drop-down boxes to access multiple-value selections
- e. Tool bar fast paths to appropriate system functions
- f. Scroll bars for easy access to additional Citation records
- g. Tabs to select data alternative data groupings and update transactions
- h. Context sensitive online help function
- i. Online access to electronic images of handwritten Citations and incoming correspondence documents
- j. Browser-based, online access to view the SFMTA's standard, customized reports on local workstations, through Contractor's software Report Web
- k. Browser-based, online, real-time ad hoc reporting access offering a variety of output formats, through Contractor's software Report Write

2. PCPS Support

Contractor shall ensure that PCPS performs the following functions:

- a. Monitor ITS system for outages
- b. Monitor and evaluate performance
- c. Distribute daily problem status reports
- d. Track to resolution all reported incidents and
- e. Track and report on system availability
- f. Problem resolution procedures shall include a comprehensive review process. Management reports highlighting any special problem areas or trends shall be available to SFMTA. At a minimum, the reports shall include, but are not limited to:
 - i. Problem status by site
 - ii. Responses time statistics
 - iii. Monthly availability statistics and
 - iv. Statistics on the time required to make repairs

C. PCPS Requirements

The PCPS provided by Contractor shall be a complete Parking Citation and Management System (PCPS) that is fully integrated with the including all data processing hardware, software, equipment and support services, as referenced in this section and Section VI, sufficient to effectively and efficiently maintain and manage all SFMTA Citation Processing and collections operations as listed below, as of the Effective Date of the Agreement, unless otherwise stipulated by the SFMTA.

1. Data Searching

Users can access PCPS data records using

- a. VLN
- b. VIN
- c. Citation Number

- d. Driver's License Number (if and when provided by DMV)
- e. Registered Owner Name
- f. Name search with options to search by first or last name, or with zip code or the wild card feature, in which an asterisk is used to the right of a partial name, which causes all records matching the characters to the left of the asterisk be used on a first or last name.

2. Data Storage Management

Contractor shall provide storage management services for the PCPS that have the following:

- a. No single point of failure
- b. Fully redundant, fault tolerant, hot-swappable components
- c. Duplexed write cache with battery backup
- d. Global dynamic hot disk sparing
- e. Hi-Track call home maintenance system
- f. Host failover and alternate fiber path support
- g. Industry-only switched fabric infrastructure
- h. High-speed LAN-less data transfer between the PCPS production databases and the Report Write decision-support data warehouse.
- i. Integrated tape management system to support all data archival and retrieval requirements

3. Electronic Archiving

Contractor's PCPS shall provide the following processing capabilities:

- a. Any Citation issued that are more than five (5) years old shall be removed from the current Citation database and electronically archived. The only exception shall be Citations that are the subject of civil litigation commenced prior to the five-year date. These Citations shall not be electronically archived until Contractor received notification from the SFMTA that the litigation is resolved.
- 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 VLNs 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 (7) Business Days after receipt of a request from the SFMTA.

4. Document Storage and Retrieval

Contractor shall store all documents or images in its possession relating to SFMTA operations for a minimum of five (5) years. Paper Documents shall be stored in the San Francisco Bay Area; document images will be stored in Tarrytown, NY.

Contractor shall ensure that documents are retained in usable condition at all times and are not damaged, misfiled, destroyed, or misplaced. These documents include all

documents required to be maintained by Contractor, including, but are not limited to Citations, affidavits of non-liability and supporting documents, notices, correspondence, survey and investigation results, and other paperwork related to Administrative Reviews, Administrative Hearings, and De Novo Hearings.

5. Copies of Parking Citations

Contractor shall create digital images of original copies of manually prepared Citations, and shall store the digital images for a period of five (5) years from the issuance date. The system shall have the ability to reproduce electronically generated Citations in a user-friendly form upon request. Digital or electronic copies of Citations shall be produced by Contractor and delivered to SFMTA or to the Customer upon request.

6. Records Destruction

Contractor shall develop a plan for the destruction of records that is consistent with Chapter 8 of the San Francisco Administrative Code and the SFMTA's Records Retention and Destruction Policy, attached hereto as Appendix F that is subject to approval by the SFMTA. The SFMTA reserves the right to unilaterally amend its Record Retention and Destruction Policy, which is available in Appendix F at any time with written notice to Contractor.

7. Back-up for PCPS Software

Within ten (10) Business Days after the end of each quarter during the term of the Contract and within one month after default of the Contract, the Contractor shall create a duplicate file or back-up of PCPS software that includes any modifications to the software made within the previous quarter. In addition to providing the escrow agent with the back-up, Contractor shall provide the escrow agent with the complete program listings and software editions for the PCPS at the time of implementation. Contractor shall provide the escrow agent with electronic copies of software stored on digital media throughout, the term of the Contract, and shall bear all costs associated with the escrowing of files and software.

8. 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 to full accountability for processed transactions by:

- a. Providing current and future monthly production reports detailing Citation processing and collection activities 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
- h. Contractor shall meet with the City to review the production schedule within 30 days of the Effective Date of the Agreement. Review shall include:
 - i. Review of the Master Listing of each report type generated for the City. (The Master Listing includes recipient, number of copies, job name, program name, and report name. It also is a reference for the City and PRWT when planning the schedule and verifying the resulting output).
 - ii. Review of the 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 Center. Contractor's local managers will then interface with data center staff to verify that the proposed schedule is accurate and easily understood by personnel responsible for SFMTA PCPS scheduled production.
 - iii. Review of the 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 City and PRWT staff working in production processing.

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

- a) **File Processing:** updates the master violation database to ensure that all transactions accumulated in batch processing are accurately updated to the PCPS.
 - b) **Routine Report Generation,** as defined by the SFMTA.
 - c) **Transaction Cutoff Period:** All transactions must be in the data center in Tarrytown by 9:00 p.m. San Francisco time to be included in the nightly update.
 - d) **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.
- i. Management Reports**

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

i. 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.

ii. 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.

iii. Booting/Towing Reports

These reports shall include aged booting data, Scofflaw lists, and boot and tow authorization and confirmation.

iv. Registry Reports

These reports shall include counts, rejects, and detail on submitted and returned DMV requests for registered owner information.

v. 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.

vi. Citation Dismissal Reports.

These reports shall include Citations dismissed by the SFMTA, issuing officer, and violation type.

vii. Administrative Dismissal Reports.

These reports shall include Citations dismissed by category, and CSRs and Hearing Officers.

viii. 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.

ix. Notices Mailed Reports.

These reports shall include notices mailed by type and total mailed by type.

B. Interface with Handheld Writer Reporting System (HWRS)

Contractor shall provide an interface with the HWRS that automatically downloads to the PCPS all data entered into the Handheld Unit since the last time it was cradled. Data records that are captured in the field on Handheld Units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS and communicated to the HWRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the SFMTA.

The PCPS shall automatically upload the following records to the Handheld Unit when the unit is cradled:

1. A file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files.
2. A file consisting of VLNs/VINs of vehicles that are eligible for booting, towing or that have been reported as stolen.
3. RPP permit status validation.
4. Any code table files that have been modified since last transmission.

The system shall process electronic Citations issued to motorists who leave the scene of a violation ("driveaways") in a manner that will permit a facsimile Citation to be mailed to the California Registered Owner within ten (10) days of the issuance of a Citation, if registered owner information is available.

C. New Citation Processing

Contractor shall provide all equipment, hardware, software and technical support for all phases of Citation processing, from initial issuance of a Citation to final resolution by payment, dismissal, or other Disposition. Contractor will perform initial data entry of manually written Citations, and the SFMTA will perform all other PCPS data entry functions.

The system shall be capable of processing up to 2.5 million Citations annually, including both handwritten and electronically-generated Citations. The system shall provide active online retention of Citation data for at least five (5) years, and on-demand access within seven (7) business days - to archived Citation records for a period of at least ten (10) years after a Citation has been paid, dismissed, or otherwise disposed of.

The PCPS shall perform the following functions:

1. Ensure that each electronically generated Citation has a unique number of algorithm check digits to avoid duplication;
2. Provide on-demand an electronic facsimile of all Citations generated by Handheld Units within two (2) Business Days of receipt by Contractor.
3. Provide "voided" computer generated Citations that can be identified by query;
4. Process electronic Citations that are subsequently corrected (CVC § 40202(e)) so that a facsimile can be mailed to the Registered Owner with a notice of correction; and,
5. 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 of.

D. Handwritten Citation Processing

SFMTA will continue to issue Citations that are handwritten and anticipates that it will continue to receive approximately 250,000 handwritten Citations per year from various agencies. SFMTA will provide Contractor a copy of handwritten Citations within two (2) Business Days of issuance. Contractor shall enter them into the PCPS for tracking.

Procedures for handwritten Citation processing shall include the following activities:

1. Daily collection of handwritten Citations from SFMTA.
2. Data entry of handwritten Citations into the PCPS within two (2) Business Days of receipt by Contractor. Contractor shall review and resubmit Citation data that does not successfully update for processing within one (1) additional Business Day.

3. Maintenance of back-up hardware and software facilities to provide a redundancy sufficient to ensure that new handwritten Citations are updated to the PCPS within two (2) Business Days of receipt by Contractor.
4. Maintenance of clear, archive quality records of each handwritten Citation with a unique, sequential document locator number for each record.
5. Provision of readable reproductions of all records (excluding archived records) upon request from the public or SFMTA within three (3) Business Days of receipt by Contractor.
6. Reconciliation and accounting of handwritten Citations during the recording process to enable the SFMTA to audit the process and compile reports.
7. Recording the following database information from each handwritten Citation:
 - i.* Citation Number
 - ii.* Issue Date
 - iii.* Issue Time
 - iv.* Agency
 - v.* Officer Name or Initials
 - vi.* Officer Badge Number
 - vii.* Registration Expiration Date
 - viii.* Location of Violation
 - ix.* Vehicle Make
 - x.* Vehicle Model
 - xi.* Vehicle Body Type
 - xii.* Vehicle Color
 - xiii.* VIN
 - xiv.* Violation Code
 - xv.* Vehicle VLN, and
 - xvi.* Any comments/notes.
8. Data verification and quality control process to validate the data transcribed from handwritten Citations.
9. Strict input and out controls to ensure complete accountability for all 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.

The following requirements regarding timeframes are applicable to Citations issued to California registered vehicle when N&A information is available for the registered owner.

10. On-demand reporting of lists of Citations with data field errors.

E. DMV Data Integration

Contractor must provide a system with the ability to immediately retrieve vehicle-related information in a real-time, online environment from the California DMV and integrate it into the PCPS. Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. This process must include continuous online, real-time placement and release of vehicle registration holds with the California DMV and other states' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The PCPS shall record this data for future use in authorized collection activities.

Contractor must ensure that the PCPS shall maintain the confidentiality of all data obtained from the DMV.

1. Name and Address Processing

PCPS shall perform the following name and address processing functions for in-state violations:

- 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 (3) Business Days of a new Citation record being updated or entered into the database.
- f. Obtain VLN information where the initial request is returned because name and address information was not available ("no hits").
- g. Ensure the accuracy of all data returned by the DMV prior to updating the Citation database.
- h. Query DMV for Registered Owner information using either VLN or VIN.
- i. 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.
- j. 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. Contractor shall continuously evaluate this schedule based upon the number of positive responses received in repeat cycles.

- k. During collection cycles, Contractor shall obtain updated vehicle ownership information for selected populations of Citations.

2. Registration Hold Interface

Contractor shall, through the PCPS, perform the following registration hold functions:

- a. Assist the SFMTA with DMV registration hold processing. Each step of the registration hold and hold release process shall be documented by the PCPS.
- b. Evaluate Citation records to determine if vehicles are eligible for placement of registration holds on the DMV database.
- c. Provide an online, real-time interface with the DMV to place timely registration holds, automatically forward release information to the DMV within one (1) Business Day of Citation payment or dismissal, and document acknowledgment of receipt of required information by DMV.
- d. Forward eligible Citations to the 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.
- e. 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.
- f. Monitor and produce reports of registration hold and release transactions with the DMV, and correct any 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 database information

3. DMV Payment Transfer Update

Contractor shall enable the PCPS database to be updated with all Citation payment transaction details. Information received from the DMV about payments made to the DMV shall be reconciled with PCPS. Because the DMV payment and the records for the payments made come separately, Contractor will not post DMV payment information until after SFMTA approval.

4. Registered Owner Reconciliation

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

- a. Automatically compare the issue date of each Citation with the vehicle registration information on file with the DMV to ensure that the correct vehicle owner is identified. 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 the DMV shall be assigned to the previous owner.

- b. Accommodate the online manual entry of Registered Owner name and address information to facilitate SFMTA Customer service requirements. The updated information shall be immediately posted to the system so that future notices and correspondence are sent to the updated name and address.
- c. Provide online, real-time displays of multiple Citation records for a single VLN or VIN by date of vehicle ownership. Ability to search database using the data warehouse based on the issuance date for a Citation.

5. Status of Protested Citations

Contractor shall, through the PCPS, provide accurate information for every Citation transaction including the user ID of the person performing the transaction, the type of transaction, and the date and time the transaction is updated. Permanent database records shall maintain the Citation issuance date, payment date, DMV file request and update date, date correspondence is received from claimants, date notices and letters are generated, and all dates relevant to a protested Citation.

6. Temporary Citation Record

Contractor shall, through the PCPS, provide immediate processing for online payments and other transactions to a temporary Citation until the new Citation data is uploaded. Transaction data shall be captured, recorded and held on an incomplete Citation record until it can be merged with the new Citation data. Once this information has been merged, all processing dates, times and codes shall be permanently updated to the new Citation history. PCPS shall have the ability to generate Pre-paid Citation and Incomplete Citation reports that identify all temporary Citations that were added to PCPS but have not been resolved.

7. Data Correction

Contractor shall, through the PCPS, provide a complete audit trail identifying the user, date, and previous field values for data entered incorrectly. Online Citation changes are to be entered by authorized personnel and the data captured and applied to overnight batch transaction processing. Non-critical field corrections are to be updated with a time and date stamp documenting the change and recording the user ID that applied the correction.

Contractor shall, through the PCPS, automatically perform all necessary processing updates when critical data fields such as Citation issuance date, violation code, or VLN are corrected. This shall include actions to ensure the accuracy of notices, fines, and penalties, sending a DMV request with the correct name and address information to apply to the Citation, and updating the Citation noticing cycle.

Contractor shall, through the PCPS, update the Citation record with the new data, and retain a history record of the prior data. The history transaction shall record the date, time, and log-on ID of the person making the correction. The system shall have different security levels for different categories of record changes as specified by SFMTA.

8. Fleet and Government Vehicle Citations

SFMTA has established working relationships with companies that operate fleets of vehicles (such as Federal Express and UPS), rental car companies (such as Enterprise and Avis), and certain City departments (collectively "FGVS Participants"). These organizations receive notice of all Citations issued to its vehicles. Rental companies

shall provide information to SFMTA and 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 NDPV will be re-issued to the identified driver in compliance with all California Vehicle Code requirements.

- a. Rental companies shall provide information to SFMTA and Contractor regarding the individual who rented the vehicle at the time of issuance of a Citation. The system will then forward a notice of delinquent parking violation to the renter.
- b. 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. 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, fix-it ticket requirements, and liability for stolen vehicles.
- c. To support the processing of Citations issued to City vehicles, SFMTA shall provide to Contractor a listing of City Department VLNs.
- d. A Fleet and Government Vehicle System (FGVS) must be fully integrated with the PCPS database. Each Citation record for a VLN that is part of FGVS program shall have an indicator that shows that the vehicle belongs to a FGVS Participant. The FGVS must also be able to identify VLN records that have been terminated from the program. The FGVS shall also allow online additions, modifications or termination of FGVS Participants and the addition or deletion of individual vehicles by SFMTA; which are updated on the next Business Day after changes are received.
- e. The FGVS shall have the ability to produce either a hard-copy report or an electronic transmittal of all unpaid Citations for invoicing and separate reports for categories of FGVS Participants (such as the delivery companies and rental car companies). The FGVS shall also be able to update names and addresses on Citation records using both written and electronic information provided by FGVS Participants.
- f. Contractor shall use skip-tracing to obtain correct address information for returned mail sent to individuals identified by rental car companies.

Contractor shall, through the PCPS, provide the following functions:

- g. Support for the program that includes at a minimum:
 - i. Maintenance of existing FGVS participants;
 - ii. Bringing new FGVS Participants into the program; and
 - iii. Noticing FGVS Participants of Citations and processing Citation payments.
- h. Track compliance by FGVS Participant, including the following features:
 - i. A unique number assigned to each participant entry;
 - ii. Name and address of the FGVS Participant;
 - iii. Contact person for FGVS Participant with telephone number;
 - iv. Effective date that FGVS Participant was accepted in the program;

- v. Date of termination as a FGVS Participant;
 - vi. Date that FGVS Participant information was last updated;
 - vii. VLN of vehicles registered in the program; and
 - viii. VIN for the vehicles belonging to the FGVS Participant.
- i. Provide the following operational reports:
 - i. Daily reports of changes, additions and terminations by FGVS participant posted on the prior Business Day;
 - ii. Daily control report of vehicle registration plate additions and deletions;
 - iii. FGVS Management Report listing all active and terminated vehicle registration plates;
 - iv. FGVS Participants with outstanding Citations that include all new violations posted by the prior Business Day; and
 - v. FGVS Monthly Report listing all unresolved violations for each FGVS Participant.

F. Citation Inquiry

Contractor shall, through the PCPS, provide online, real-time access to all Citation data, Registered Owner data, and complete records of Citation processing status and public contacts by telephone or mail. PCPS shall provide the data by detail categories and summary format as directed by the SFMTA. PCPS shall be able to accommodate the requirements of SFMTA's Administrative Adjudication Program and the San Francisco Traffic Code reorganization. PCPS shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.

Contractor shall, through the PCPS, 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 or unpaid administrative Fees. The information to be displayed shall be determined by SFMTA for each Citation. PCPS shall have the ability to alert the user if other related data is available that is not displayed on the data screen.

Contractor must ensure that the system will protect the confidentiality of all data obtained from the DMV.

Contractor shall, through the PCPS, provide inquiry capabilities that will allow users to retrieve vehicle, ownership, and Citation history for data entered in one of the following Citation data fields:

- o VLN
- o VIN
- o Citation number
- o Full or partial name of the Registered Owner. If there is more than one Registered Owner, user can choose from a list of VLN's.

1. Citation Display

Contractor shall, through the PCPS, 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 Registered Owner, the system shall display the date of the change in Registered Owner;
- B. The option of displaying only those Citations that are "open" 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; and
- E. A visible indicator, if provided by DMV, that further research is required when additional VLN records exist for an individual vehicle owner or operator.
- F. The system shall have the ability to display all VLN's related to an individual on a summary screen to improve SFMTA's ability to collect Fines from owners of multiple vehicles, provided that the DMV provides drivers license number, date of birth or social security number.

2. Citation Detail

For each Citation record, Contractor shall, through the PCPS, enable the SFMTA to access in an online, real-time mode at a minimum the following information:

- a. *Summary Citation Data:* Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, Citation 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 the DMV, and the date that a registration hold was placed, confirmed and released by the DMV.
- g. *Registry Data:* The vehicle make as recorded by the DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal.
- h. *Administrative Review Data:* The date and time of any Administrative Review and Disposition of Citations following Administrative Review.

- i. *Adjudication Data*: The date, time and location of an Administrative Hearing and Disposition following the hearing.
- j. *De Novo Data*: Filing date of request for De Novo Hearing, status and Disposition if known.
- k. *Phone-in, Walk-in Data*: For all phone inquiries or in-person contact with Customers.
- l. *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.
- m. *Correspondence Data*: The date, time, code, and description of all correspondence mailed relating to a Citation.
- n. *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.

3. Additional Citation Remarks

Contractor shall enable the PCPS to be capable of inputting and capturing additional remarks and related information regarding a Citation. Access to the remarks screen shall be available for every Citation record. Data entry on the screen shall be controlled by security access authorization as directed by the SFMTA. Once a remark is added and saved to a Citation record, that remark and related information may not be edited, deleted, or otherwise altered.

The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters. Data entry shall be allowed until the entire screen is filled. Additional remarks may be entered by accessing additional remarks screens, with no limit on the number of remarks screens that can be associated with a particular Citation record. Multiple screens shall be displayed in chronological order with the screen containing the most current data displayed first.

Contractor shall, through the PCPS, provide the user with the ability to add remarks once a Citation record has been retrieved. System users can add remarks records by either a drop down menu or a clickable icon. Upon opening the "add remarks" screen, the system shall automatically populate the remarks record with the following required remarks fields:

- a. The date the remark is entered;
- b. The time remark is entered; and
- c. User ID fields identifying the person opening the "add remarks" screen.

Remarks cannot be altered once the information has been entered and saved. All remarks entered shall be retrievable and viewable by Citation number, VLN, or Registered Owner name. The system must allow the user to view a list of already-entered remarks upon opening a Citation record either by means of a drop down menu or a clickable icon. The list of remarks associated with a Citation record shall display the date remark was entered, the time entered, the user ID of person who entered the remark, and the first fifty-six (56) characters of each remark associated with that Citation. Each remark shall be listed in reverse chronological order with the

most current remark record listed first. The system shall allow the user to select a remark by clicking on a listed remark to open the detail of the remark record selected.

4. Citation Recovery

Contractor shall, through the PCPS, provide online, real-time access to a history of all Citation activity that displays all processing transactions associated with a particular Citation.

Contractor shall ensure that the PCPS provides a display that includes every transaction related to an individual Citation and which forms a permanent audit trail for future inquiry and research. 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. The history shall also detail all collection activity, collection and correspondence by type, date and mail date, cashing activity, and complete historical data, such as name and/or address changes or other manual or automated corrections and revisions.

5. VLN/VIN Detail

Contractor shall ensure that detailed PCPS 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 Registered Owner, 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's 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 the 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 of correspondence 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.

G. Customized Information

Contractor shall, through the PCPS, serve the information needs of many separate organizational units within the SFMTA. The system shall be capable of responding to user-defined queries and shall present information in formats specified by the SFMTA to accommodate the unique requirements of each organizational unit. The entire system shall be dynamic and capable of being readily and efficiently adapted when there are changes in SFMTA policy, user preferences, legal requirements or future changes in Citation processing procedures.

The specific customized formats required include but are not limited to:

1. *Citation Information*: issuing agency, badge or ID number, location of the violation, meter number or street address, and comments written on the Citation.
2. *Payment Data*: payment amount, payment source, method of payment, and payment processing date.
3. *Fine Status*: original Fine amount, applicable Fees and dates Fees were applied, amount paid, amount by which fine was reduced, total due, and amount overpaid.
4. *Citation Processing Plan*: date Citation updated to system, batch number and date, and date of next processing step.
5. *Vehicle Information*: VIN, make of vehicle, year of vehicle, month and year of registration expiration, vehicle body type, and color.
6. *Noticing Information*: complete listing of each notice mailed with the actual mail date displayed.
7. *Administrative Review Information*: the date, time, and Disposition of Citations subject to Administrative Review.
8. *Administrative Hearing Information*: date Hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable), and Disposition.
9. *De Novo Hearing information*: filing date of hearing, location, status, Disposition, and any refund of Fines and/or Fees, including court filing fees.
10. *Case notes*: to record notes to file regarding handling of a case, conversations with the Customer, and any special instructions.
11. *Case Status*: total amount due, amount paid, current suspension code and description, date temporary suspension is removed, and "Protest Status" that shows the status of a Citation in Administrative Review.
12. *Administrative Review Summary*: Citation issuance date, time, and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Disposition resulting from Administrative Review, the date the Disposition was entered and the date that the Disposition was mailed to Registered Owner, Protestor, or Complainant.
13. *Correspondence Information*: types of correspondence letters mailed with the date and time of processing.

14. *General Citation Information*: issue date, time, location, violation information, and amount of Fines due.
15. The customized formats listed above in Section G 1-14 shall be available through an integrated database that allows:
 - a. SFMTA personnel to determine what data is on the Citation, what enforcement and adjudication actions have occurred, and what notices have been sent. Such data is used primarily to expedite responses to public inquires.
 - b. SFMTA Hearing Examiners to have access to all information required for an Administrative Hearing.
 - c. All Citation data to be accessible by SFMTA personnel, including what enforcement actions have occurred, all Citation collection notices sent, the date and time of an Administrative Review,
 - d. Administrative Hearing, or De Novo Hearing, the Disposition for each stage of the appeal process, complete information on the vehicle's Registered Owner, and the name of any Protestor or Complainant.
 - e. SFMTA staff to have access to all Citation data to conduct SFMTA related investigations and research, and respond to public complaints.
 - f. SFMTA staff to have access in order to pre-audit, review, and process refunds and bounced checks, audit and reconcile revenue distribution, and balance all deposits with Contractor and SFMTA records, and
 - g. SFMTA staff to have access to detailed PCO information that is in accordance with SFMTA instructions.

H. Cashiering Support

SFMTA staff currently provides cashiering services for the payment of Citation Fines. Contractor shall provide integrated payment processing capability with SFMTA's towing, Pay-by-Phone, and Pay-by-Web vendors. Contractor shall also provide cashiering workstation equipment, hardware, and software at all locations where Citation payments are accepted at the Customer Service Center located at 11 South Van Ness Avenue; the Towing Customer Services Center located at 450 7th Street, and other locations as specified by the SFMTA.

Contractor shall ensure that the equipment and hardware shall operate in a real-time mode, and shall provide the capability of accepting Citation payments during periods when data communication lines are temporarily inactive. The system shall be capable of transferring transactions to the processing database within fifteen (15) minutes after data communication lines are restored.

Contractor shall provide check endorsement and receipt printers to facilitate daily balancing and auditing of all payment transactions received and processed. All transactions are subject to audit by SFMTA at any time without prior notice.

Contractor shall ensure that the PCPS performs the following functions:

1. Retrieval of information from the PCPS database such as Citation status, vehicle history, RPP status, and DMV inquiries.
2. Print a Citation payment receipts in a form acceptable to the SFMTA, that provide the Customer with an easily understandable record to be used as proof of payment.

The receipt shall display all Citations Fines paid, the total amount paid, the form of payment, the amount tendered and any change given, the VLN or VIN of the cited vehicle, the user ID of the person processing the payment, and the time and date the payment was made. The receipt shall also show any Fees paid by date and type of Fee.

3. Creating a clear, auditable record of payments received. The audit trail shall include Citation number, payment date and time, payment amount, payment method, and the user ID of the person who accepted payment and entered the payment into the system.
4. 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 or VINs in an online, real-time environment. PCPS 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. PCPS shall be able to produce a DMV abstract that satisfies the DMV that the Citation has been cleared. In addition, PCPS shall be able to process City-imposed Fees.
5. Accommodation of the special handling requirements for payments related to release of an impounded vehicle. PCPS shall be capable of reviewing vehicle history records and locate any additional vehicles registered to the owner, and accurately inform an individual of the amount of the Fines and Fees that shall be paid to release the impounded vehicle, including any amounts owed on other vehicles.
6. Processing of Interactive Voice Response (IVR) and Pay-By-Web payments made by credit or debit card through the specified SFMTA Contractor for internet payments. Contractor is not responsible for credit card fees.
7. Incorporation of security and financial control measures including, at a minimum:
 - a. Password security to gain access to the system
 - b. Segregated cash out by operator
 - c. Automatic check endorsement
 - d. Separate totals for cash, check, money order and credit/debit card transactions, and
 - e. Operator name or user ID, date and time as a record for each payment or adjustment transaction.
8. Reconcile payment transactions, including:
 - a. Balancing of monies received in a report that automatically generates a listing of the totals by method of payment
 - b. The ability to balance out each person or workstation register to the receipts generated at the register as needed, and
 - c. Separate deposit preparation for each cashier prior to pickup.

I. Payment Processing

1. Processing Control Requirements

Contractor shall, through the PCPS, capture and permanently retain full audit trail information for every processing transaction for each Citation. 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.

2. Processing of Funds

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 (2) 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.

Contractor's system shall prepare and retain SFMTA-required records for every deposit at the lockbox site for five (5) years.

Contractor's system shall update payment data and deposit the payments to the financial institution within one (1) Business Day after retrieval from the post office box designated for Citation payments.

a. Lockbox Payment Processing

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 accurate and timely processing of mail-in payments is critical, and directly affects subsequent collections, such as the application of late penalties, delinquent noticing and applying DMV registration holds. The lockbox service to be used by Contractor shall be a banking service that is subject to approval by the City Treasurer.

Contractor shall provide a bonded courier to pick up mail at the post office designated by the SFMTA 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.

Contractor shall ensure that all payment documents received via mail and processed are copied and archived for a minimum of five (5) years, and shall store such documents in a manner that permits retrieval within one (1) Business Day of request.

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).
- 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 notices, and processing those items that cannot be routed through high-speed automated processors on an exception basis.
- v. Balancing, reconciliation and preparation of deposits.
- vi. Online, real-time updates of payment information to Contractor's database.
- vii. Daily deposits to a designated SFMTA account. 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.

b. Payment Posting

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.

c. Data Accuracy

Contractor is required to maintain a 97% level of accuracy for all data entry of lockbox payments inputted by Contractor.

3. Mail Pick-up

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 City and County of San Francisco. The current City and County post office box for Citation payments is P.O. Box 7718, San Francisco, CA 94103.

4. Audit Trail

Contractor shall create an electronic image of all processed mail payments, showing the front and back of the check or money order along with the source Citation or Notice of Delinquent Parking Violation.

Contractor shall establish a reliable audit trail for all processing procedures, including endorsing and encoding the payment document with the unique control number of each Citation paid, date of processing and batch numbers, and daily reconciliation with the payments updated to the system.

Contractor's system shall ensure that electronic images shall be instantly retrievable on request by the unique control number or Citation number.

5. Accountability

Contractor shall provide an adequate copy of a Citation or any legally required supporting documentation to a Customer or the SFMTA upon request and within the required time limits, for an Administrative Review, Administrative Hearing, or De Novo Hearing.

6. System Availability

System availability is defined as the time during the principal hours of operation when the Parking Citation Processing System, including all subsystems, is available

to SFMTA for the intended use. System availability shall be maintained at 96%, Monday through Friday, from 8 a.m. to 5 p.m. Contractor shall submit objective methods of measurement to enable SFMTA to monitor the availability level. It is Contractor's responsibility to measure and report the availability level to SFMTA on a monthly basis.

The system availability requirement shall not be in effect during the period of time that Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, natural (such as earthquake, fire or flood) disasters, and unnatural catastrophes that are not caused by any actions taken, or failure to act, by Contractor.

J. Financial Adjustments

Contractor shall, through the PCPS, process financial adjustments and update the database to accurately reflect Citation status.

Contractor's system shall perform the following functions:

1. Provide the ability to input financial adjustment transactions such as returned checks or refunds. These adjustments may include reversing a payment, modifying a payment amount, altering the amount due, or reopening a Citation. The system shall automatically generate and send appropriate notification letters to the appropriate party advising of any such adjustments.
2. The ability to generate letters to Customers notifying them that they are entitled to a refund when appropriate. Contractor shall create an audit trail to record these transactions.
3. Display of financial adjustments on a report of revenue distribution.
4. Processing of returned check transactions and generation of correspondence to the Customer advising of the consequences and penalties applied because of a returned check transaction, updating Citation information on the Citation database, and resumption of normal noticing and processing of the Citation.

5. Reconciliation of Monies

Contractor shall be responsible for reconciling all monies collected 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 one (1) Business Day of the deposit date. Contractor shall reimburse SFMTA daily for any shortages.

6. Refund of Overpayments

Contractor shall assist the SFMTA to process refunds for overpayment of Citations through use of PCPS. The PCPS shall automatically indicate when a refund is due to a Customer and assist at various stages of the refund process. Contractor's system shall:

- a. Determine if any overpayments are at least twenty (20) days old by VLN, except that fix-it Citations shall have a separate report generated.
- b. Apply any overpayment to an open Citation and adjust any late Fees applied in error by VLN.

- c. Designate where the overpayment was moved from and to for the Citation being paid. There shall be a physical record for the entire transfer (origin and destination).
- d. Mail refund letter to Registered Owner and indicate that letter was sent by VLN.
- e. Designate the response to the mailed refund letter so that if a refund is requested it will be issued through the PCPS refund system by VLN.

If there is no response to the mailed refund letter after a time period determined by SFMTA, or if the letter is returned as undeliverable, Contractor shall ensure the PCPS has the ability to mark the record with the reason for return so that a report can be generated based on the date of payment and date of determination of inability to refund overpayment. The City may escheat the unrefunded monies on an annual schedule. The report generated shall be in a format approved by SFMTA and can be used by a Customer to determine if he or she is entitled to any of the unrefunded monies to be escheated.

K. Administrative Review and Adjudication Procedures

1. Administrative Review

Contractor shall provide electronic tracking and associated services for Administrative Review processing which shall include the following functions:

- a. Ability to capture data associated with a request for Administrative Review.
- b. A determination that a request for Administrative Review was submitted within the required deadline.
- c. Generation and mailing of a letter to the Protestor describing the Administrative Review procedure. Different letter templates shall be used depending on the type or number of Citations involved. The form and content of these letters will be subject to the approval of the SFMTA.
- d. Imaging capability: hardware, software, technical and staff support necessary to implement and administer a procedure by which all incoming mail is scanned, sorted and indexed into batches of electronic records for distribution and review by the Citation and Hearing Divisions as directed by the SFMTA.
- e. Online, real-time access to Citation information for all Citations issued.
- f. Ability to review other Citations issued at the same location (through Data Warehouse) or to the same vehicle as the protested Citation.
- g. Ability to query for DMV Registered Owner and vehicle information on a real-time basis.
- h. Ability to place a "hold" or "suspend" on the Citation payment deadlines pending Administrative Review.
- i. 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.
- j. 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. The form and content of the notice shall be subject to the approval of the SFMTA.

- k. A "comments" field for each VLN that will allow both the Citation and the Hearing Division to enter notes about a particular VLN. There shall also be a separate "comments" field for each Citation.
- l. Daily, weekly, and monthly reports provided to SFMTA including:
 - i) Disposition sorted by person conducting Administrative Reviews
 - ii) Disposition sorted by violation type
 - iii) Number of Administrative Reviews conducted in any given time period
 - iv) Number of Administrative Reviews conducted by each reviewer
 - v) Activity reports, including Administrative Reviews in process, beyond selected number of days for custom date ranges.

2. Administrative Hearings

Contractor shall, through the PCPS, capture and process information related to Administrative Hearings. The system shall enable the SFMTA to create a data record when a request for Administrative Hearing is received. The system shall verify Citation status, including the Disposition following Administrative Review, whether the Fine has been paid, and shall confirm that the Hearing Request is made within twenty-one (21) days following the mailing of the Administrative Review decision. If SFMTA-defined requirements are met, the system shall schedule the matter for a hearing within ninety (90) days of receipt of the request and in accordance with all policies and procedures set forth by the SFMTA.

Contractor shall, through the PCPS, provide the following functions:

- a. Computer system services directly related to the processing needs of the SFMTA's Administrative Adjudication Program. These include but are not limited to assistance with software applications, hardware, and communications.
- b. Online, real-time Administrative Hearing scheduler. This shall include a hearing date availability calendar to ensure consistent workload volumes in accordance with SFMTA specifications. All hearing scheduling shall comply with hearing deadlines as required by SFMTA.
- c. A scheduling system that allows SFMTA staff to enter a walk-in Protestor's request to have an on-demand hearing so that the Hearing officer can a) determine who needs assistance, and b) delete the individual's name from the system after assistance has been provided. The system shall be able to generate reports reflecting the number of walk-in Protestors and wait times.
- d. The hearing scheduling calendar shall have the capability of being modified in an online real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, changes in SFMTA policies and procedures and state law. 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. Direct access for Hearing Examiners to DMV vehicle registration information, the PCPS database, and the hearing scheduling calendar. The system shall have the ability to paste text of state law provisions, including but not limited to the California Vehicle Code, into Disposition documents at the discretion of the Hearing Examiner. It shall also include a user-friendly data entry system that automatically transfers PCPS data into Disposition letters in a real-time online environment. The system shall have spell-check capabilities and all other basic word processing functions.
- f. Data entry of variable information about an Administrative Hearing, including, but not limited to:
 - i) Protestor's name and address
 - ii) Decision
 - iii) Citation number
 - iv) Description of violation
 - v) Date of the decision
 - vi) Written justification for decision, and
 - vii) De Novo Hearing information and description of the process to obtain such a hearing.
- g. Ability of the Hearing Examiner to generate a Notice of Decision to the Protestor or Complainant by Contractor within one (1) Business Day of a Hearing Examiner's decision. In addition, PCPS shall provide for the entry and editing of Administrative Hearing information, transfer the information to the appropriate database, and be capable of generating management information reports as requested by the SFMTA. Disposition letters shall be available in electronic form for review, editing, or reproduction.
- h. Online real-time updating of Disposition at the time of a Hearing Examiner'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.
- i. On-demand reporting capability with user-defined parameters, including but not limited to, the number of Dispositions, violation type, rates of dismissals, and number of hearings held by any combination of data specified by SFMTA.
- j. Weekly, monthly and on-demand reports to the SFMTA. Examples of the types of reports that shall be required include, but are not limited to:
 - i) Disposition by Hearing Examiner
 - ii) Disposition by violation type
 - iii) Number of hearings conducted in any specified date range
 - iv) Reports detailing the average duration of hearings
 - v) Reports detailing pending Protests sorted by Hearing Examiner
- k. Reports shall be available in weekly and monthly summary reports or any other summary reports by date range specified by the SFMTA.

3. De Novo Hearings

Contractor shall, through the PCPS, track and issue refunds to Protestors who prevail in De Novo Hearings.

4. SFMTA Tow Hearings

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

- a. Entry of tow records (including the VIN, VLN, date, time, tow location, Hearing Examiner, 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 PCPS and DMV systems
- d. Tracking tows by authorizing agency (e.g. SFDPH, DPT, and SFPD)
- e. Tracking tows by type of violation

5. Impound and Boot Hearings

Contractor shall, through the PCPS, provide for the entry of information regarding a Tow Hearing, such as the requestor's name and address, the Disposition, and written justification. The system shall have the capability to allow the Hearing Examiner to generate a Notice of Decision to be mailed to the Registered Owner or Complainant by Contractor within one (1) Business Day after a Hearing Examiner's decision. A copy of this letter shall be attached to the permanent record of the tow.

In addition, Contractor shall ensure that the PCPS provides the capability to enter and edit hearing information, transfer such information to the appropriate database, and generate management information reports as requested by the SFMTA.

Contractor shall, through the PCPS, 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 Examiners.

L. Additional Support Systems

1. Abandoned Vehicle Tracking System (AVTS)

Contractor shall maintain an accurate AVTS database to track abandoned vehicle complaints, and provide this information through online, real-time data entry, tracking, and control to the SFMTA and the Towing Contractor. After an initial abandoned vehicle complaint is entered, AVTS shall generate notification to SFMTA's Enforcement Division's Abandoned Vehicle Unit by the next Business Day that an investigation is required. AVTS shall allow PCOs to use Handheld devices for manual data entry to investigate and track the status of an abandoned vehicle complaint. The Handheld device can be docked to transmit investigation, new Citation, and officer activity data to PCPS. Once an abandoned vehicle is impounded, AVTS shall acquire the name and address of the Registered Owner from the DMV. After the Registered Owner is identified, AVTS shall generate, print, insert (with return envelope), and mail a notice to the Registered Owner and legal lien holder within forty-eight (48) hours, excluding weekends and holidays, as required by California law.

a. General Functioning:

Contractor shall ensure that the AVTS has the ability to:

- i.* Process records regarding abandoned vehicle complaints on City streets. The system shall provide for online, real-time entry, control, and tracking of abandoned vehicle complaints from receipt of the complaint to its resolution.
- ii.* Record new abandoned vehicle information directly on the Handheld device while in the field.
- iii.* Automatically generate a unique sequential control number for each abandoned vehicle complaint.
- iv.* Track the following:
 - a)* The enforcement area that is associated with the location where the vehicle is reported abandoned;
 - b)* The district, as defined by SFMTA;
 - c)* The street address of the reported abandoned vehicle location;
 - d)* The VLN, VIN, color, make, and type of vehicle;
 - e)* The date and time that the abandoned vehicle information is entered with the log-on ID of the person entering the data;
 - f)* Status of the vehicle after initial investigation, investigating officer, time and date of the investigation, mileage displayed on the vehicle, and any comments;
 - g)* Impound status of the vehicle, the impounding officer, and the date and time of vehicle impoundment;
 - h)* Registered Owner's name and address;
 - i)* Mail date of required notification to the Registered Owner;
 - j)* A Gone on Arrival ("GOA") field for vehicles that have been moved between the time of the complaint and when the PCO arrives to investigate;
 - k)* Ability to enter additional comments by a PCO as determined by the SFMTA;
 - l)* Multiple complaints received from a single individual; and
 - m)* Ability to flag certain combinations of complaints as directed by the SFMTA. Complaints can be identified as duplicative or possibly duplicative resulting from multiple complaints from the same Complainant.

Contractor shall ensure that the AVTS shall be available for use by SFMTA's Enforcement Division within ninety (90) days of SFMTA approval of AVTS system specifications.

i. Abandoned Vehicle Complaint

Contractor shall, through the AVTS, allow for initial entry of abandoned vehicle complaints. PCOs must also be able to query the database to determine if a

complaint already exists. The system shall then issue a report by the following Business Day detailing abandoned vehicle complaint information by district as specified by the SFMTA's Enforcement Division, and upload the information to the Handheld for the appropriate PCO to investigate.

- ii.* After an abandoned vehicle complaint is received, AVTS shall assign the complaint a unique sequential control number. AVTS shall track each complaint by the following categories:
 - a)* PCO Badge Number;
 - b)* Beat Assignment;
 - c)* Police District;
 - d)* Date Complaint Received;
 - e)* Source of Complaint (e.g. Citizen Complaint, Routine Patrol, etc);
 - f)* Block Number;
 - g)* Street Address; and
 - h)* Name and contact information of complainant.
- iii.* There are three (3) distinct phases to the abandoned vehicle complaint process:
 - a)* **Initial Field Visit:** AVTS shall allow a PCO to update field information on an abandoned vehicle complaint during the initial visit to the complaint site. The system shall allow the PCO to note whether a vehicle is GOA, close out the complaint, enter information to schedule a follow-up site visit, enter the reason why another visit is required, or enter any additional comments as needed including, but limited to, the mileage of a vehicle, confirmation of complaint location, and Registered Owner information. If a complaint is resolved after the initial field visit, AVTS shall record the reason why a complaint is closed, the date, the PCO closing out the complaint, and other information as determined by the SFMTA.
 - b)* **Follow-up Tracking.** AVTS shall issue a written notice for the PCO to conduct a follow-up field visit and update the Handheld device if necessary. The system will inform the PCO of the purpose of the follow-up visit and give him or her all relevant information and comments entered on the first visit. If the PCO decides to tow or issue a notice of intent to tow, AVTS shall allow a PCO to update this information into the Handheld and input a future follow-up date.
 - c)* **Final Closure Status:** AVTS shall allow for the PCO to close an abandoned vehicle complaint after all outstanding issues have been resolved and input information regarding the resolution of the complaint, including whether the vehicle was towed.

b. AVTS Reporting Requirements

Contractor shall ensure that the AVTS shall be able to generate the following reports: Contractor shall also provide a report describing AVTS reporting

capabilities to the SFMTA within ninety (90) days after the Effective Date of the Agreement.

- i.* Work assigned to a PCO for a particular shift;
- ii.* Duties accomplished by a PCO for his or her last shift worked;
- iii.* A weekly projection of activities that shall need to be accomplished;
- iv.* Weekly and monthly summary of activities accomplished;
- v.* Number of abandoned vehicle complaints;
- vi.* Summary of abandoned vehicle investigation status by categories such as duplicate, GOA or moved after marked;
- vii.* Number of abandoned vehicle impounds by parking enforcement area;
- viii.* Reports of multiple complaints received from a single individual or address; and
- ix.* User-friendly management reports issued daily, weekly, monthly, or on-demand as specified by the SFMTA.

2. Residential Parking Permit System (RPPS)

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

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

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

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

RPPS shall perform the following functions:

- a.** Integrate with the PCPS in real time.
- b.** Print adhesive backed permits in two sizes for four-wheeled and two-wheeled vehicles using several different colors either on an on-demand basis for first-time permit holders or as a batch report function for annual mailing of renewal notices.
- c.** Identify unpaid Citations for permit holders prior to issuance of permits.
- d.** Ability to inquire and retrieve individual RPP account information including the:
 - i.* Individual residential parking permit account number;
 - ii.* Type of RPP permit (e.g., residential, commercial, health care, or educational) and current permit status;

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

- iv.* Daily Cash Report detailing all money received during the previous day, sorted and subtotaled by user ID;
- v.* Citation Issuance and Collection Report detailing all active permit holders who have outstanding Citations and the amount due;
- vi.* Monthly Activity Report that summarizes all activity occurring the prior month by RPP area;
- vii.* Permits by Block Report that details active accounts and permits for each RPP area by block number;
- viii.* Permit Issuance Report that details all permits issued the previous day sorted and subtotaled by user ID;
- ix.* Permit Cancellation Report that details all permits canceled or placed on hold status the previous day, sorted and subtotaled by user ID;
- x.* Permit Adjustment Report that details all permit adjustments processed the previous day, sorted and subtotaled by user ID;
- xi.* Temporary Permit Issuance Report that details the number of temporary RPP permits issued and the number of households receiving RPP permits by RPP area on a monthly basis;
- xii.* Permit Denial Report that details Customer's outstanding Citations;
- xiii.* Renewal Notice Register produced prior to mailing renewal notices to enable the SFMTA to inspect permit renewal notices before mailed;
- xiv.* Ad Hoc Report that provides a functional ad hoc query tool.

3. Image Management System (IMS)

Within ninety (90) days of the Effective Date of the Agreement Contractor shall provide an IMS to be used with the PCPS that will capture, store, and retrieve all images. Such images are retrievable at remote sites by the workstation users utilizing the same workstation hardware as is used for PCPS entry, update and query functions.

Contractor shall ensure that the IMS retains up to five (5) years of manually entered records online.

Contractor shall ensure a ten (10) second average response time from the time the image retrieval request is made to Contractor's network until the time it reaches the SFMTA's network.

Contractor shall provide scanning devices and printers, including cashier printers, for printing copies of images collected that are suitable for use in the Administrative Review, Administrative Hearing, and De Novo Hearing process.

4. Automated Telephone Answering System (ATAS)

Contractor shall, upon SFMTA written request, provide all ATAS hardware, software, equipment, and technical support to disseminate accurate, consistent, and user-friendly information twenty-four (24) hours per day, seven (7) days per week. SFMTA will provide system requirements to Contractor. Contractor shall provide an implementation plan within 30 days of receipt of system requirements. Contractor shall provide the system within 180 days of SFMTA's acceptance of the

implementation plan. ATAS shall answer telephone calls in addition to providing the option to speak with live SFMTA Customer service representatives.

ATAS shall be fully integrated with PCPS and provide online, real time status of Citations and other records. Contractor is responsible for maintaining the connection between ATAS and PCPS. ATAS shall be tailored to the specifics of SFMTA's parking policies and procedures and updated and enhanced as required by SFMTA. Special events message capability to inform the public of current and upcoming parking and traffic-related information is required.

ATAS messages shall be recorded in English, Spanish, and Cantonese. Additional languages shall be required as directed by the SFMTA. A TTY line or equivalent shall be available to respond to inquiries from the hearing impaired.

ATAS shall be capable of receiving telephone calls from the 415, 510, 650 and 925 area codes and the telephone number provided to the hearing impaired. Contractor shall receive and answer all calls within the time periods specified by SFMTA.

ATAS shall input information into the PCPS database to indicate that a telephone call was received and the general nature of the telephone call, including requests for information, and the action taken.

ATAS shall provide the option to speak with a live SFMTA Customer service representative between the hours 8 a.m. and 5 p.m. Monday through Friday, except for City holidays.

Monthly operational and management reports regarding ATAS shall be generated as directed by the SFMTA. These reports shall include verification that all telephone calls are answered and not disconnected.

5. Pay-By-Web System (PWS)

Contractor shall, upon SFMTA written request, provide a Pay-By-Web Service (PWS) that allows Customers to pay one or more parking Citations via the internet using a credit card at the direction of the SFMTA. SFMTA will provide system requirements to Contractor. Contractor shall provide an implementation plan within 30 days of receipt of requirements. Contractor shall provide the system within 180 days of SFMTA's acceptance of the implementation plan.

The PWS must be fully integrated with PCPS, and enable SFMTA to audit all transactions made via the internet. PWS shall accept credit card payments, update the PCPS database, and deposit monies collected into the appropriate SFMTA account. Contractor shall ensure that all transactions are secure using public key infrastructure and data encryption technology. Contractor shall ensure that personal data is protected from outside access using fire walls. Contractor shall provide all hardware and software required to interface with Contractor's system and a credit card clearinghouse in order obtain real time authorization and eliminate chargebacks.

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. The system shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

All PWS transactions and the transfer of funds shall be confirmed within twenty-four (24) hours.

Contractor shall reconcile all PWS transactions and transferred amounts, and resolve any discrepancies. Funds from all PWS transactions must be distributed through the formulas required by the SFMTA and state law.

PWS must comply with all City requirements regarding-commerce applications.

Any transactional, processing, or other fees charged to the Customer for utilizing PWS services shall be clearly identified to the Customer.

Contractor shall not be responsible for any credit card processing fees.

6. Pay-By-Phone System

Contractor shall, upon SFMTA written request, provide a Pay-By-Phone Service with the capability to accept Citation payments by telephone using a credit card. SFMTA will provide system requirements to Contractor, and Contractor shall provide an implementation plan within 30 days of receipt of requirements. Contractor shall provide the system within 180 days of SFMTA's acceptance of the implementation plan.

The Pay-By-Phone service must be fully integrated with the ATAS and PCPS. The SFMTA shall be able to audit all transactions performed through the pay-by-phone service.

Contractor shall provide all hardware and software required to interface with the pay-by-phone system and a credit card clearinghouse in order to obtain real time authorization and eliminate chargebacks.

Detailed information regarding each transaction including last four digits of the credit card number, registration, date and time of transaction, authorization, and amount of payment shall be captured and retained. The system shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

All pay-by-phone transactions and transfer of funds shall be confirmed within twenty-four (24) hours.

Contractor shall reconcile all pay-by-phone transactions and transferred amounts, and resolve any discrepancies. Funds from all pay-by-phone transactions must be distributed through the formulas required by SFMTA and state law.

Any transactional, processing, or other fees charged to the Customer for utilizing pay-by-phone services shall be clearly identified to the Customer.

Contractor shall not be responsible for any credit card processing fees.

7. Parking Information Website (PIW) Maintenance

Contractor shall maintain and enhance SFMTA's existing Parking Information Website (PIW) within 30 days of receiving written request of SFMTA, and receipt of standard operating procedures. No modifications to the PIW shall be made without written approval by the SFMTA. Contractor shall maintain PIW in compliance with any established City standards regarding internet sites. Upon SFMTA request and receipt of requirements, the Contractor shall create an implementation plan for developing an interface between the PIW and PWS, which will provide information on outstanding Fines and Fees for a particular Citation or Fines and Fees owed by a particular Customer. Contractor shall implement interface within 30 days of

receiving of SFMTA approval of implementation plan. Contractor shall update PIW within five (5) Business Days of written receipt of a change request from the SFMTA. Contractor shall work with SFMTA to make changes designated by the SFMTA as critical within one (1) Business Day of written receipt of the request. Should Contractor determine that a critical change cannot be made within one Business Day; Contractor shall notify the SFMTA in writing of the reason for the delay.

8. Tow Noticing System (TNS)

Contractor's system shall interface with the Towing Contractor to obtain towed vehicle information on a daily basis. Once a vehicle is towed, PCPS shall acquire the Registered Owner name and address from the DMV. PCPS shall automatically generate three (3) required tow notices to the Registered Owner of the vehicle, legal owner of the vehicle, and lien holder of the vehicle within the time period required by state law.

Contractor shall, through the TNS, shall provide the following:

- a. An automatically generated sequential control number that is applied to each towed vehicle.
- b. The enforcement area that is associated with the location where the vehicle is towed.
- c. The district, as defined by the SFMTA.
- d. The street address of the towed vehicle location.
- e. The VLN, VIN, color, make of vehicle and type of vehicle.
- f. The date and time that the towed vehicle information is entered in the PCPS database with the log-on ID of the person entering the data.
- g. The status of the vehicle after initial investigation, investigating officer, time of the investigation, mileage showing on the vehicles, and any comments.
- h. The impound status of the vehicle, the impounding officer, and the date and time.
- i. The Registered Owner's name and address.
- j. The mail date of the required notification to the Registered Owner, legal owner of the vehicle, and lien holder of the vehicle.

9. Installment Payment and Community Service In Lieu of Payment Program (IPCSP)

- a. IPCSP shall accommodate SFMTA agreements to permit Customers to perform community service in lieu of paying Fines, make installment payments, or a combination of both.
- b. IPCSP shall be able to:
 - i. Permit authorized users to create community service and installment payment plans by VLN(s) and select individual or multiple Citations to be included in a plan with minimal user effort;
 - ii. Generate an agreement plan number that can be referenced to enter and retrieve all IPCSP information;

- iii.* Retrieve all information for any SFMTA community service or installment plan agreement by plan number, Customer name, VLN or VIN;
- iv.* Issue a document to the Customer that details the terms of any community service or installment plan including Citation numbers, VLN, VIN, dollar amount, and completion date;
- v.* Enter information and track a Customer's partial payment, full payment, community service completed, combination of community service and payment completed, or failure to complete community service or installment payments.
- vi.* Add more than one VLN and or VIN number to a community service or installment payment agreement and assist SFMTA in monitoring the progress of community service and installment payment agreements as directed by the SFMTA.
- vii.* Generate installment payment reminder and default notices to Customers if a Customer fails to pay payment amounts as agreed.
- viii.* Generate reports detailing active, completed, cancelled agreement plans by different ranges, Customer names, and plan activity as directed by the SFMTA.

10. Parking Meter Tracking System (PMTS)

Upon written request of the SFMTA, Contractor shall assist SFMTA in developing a parking meter system with terms and conditions to be determined at the time of implementation. Contractor shall provide interface capabilities between the SFMTA's parking meter system and PCPS including the following functions:

- a. Automated transfer of maintenance requests from Handheld units to the SFMTA's Meter Shop system.
- b. Online inquiry into the Meter Shop maintenance tracking system to determine "Date Last Tested" and other maintenance history information.
- c. Online inquiry for authorized users to access parking meter inventory and maintenance records.

11. Transit Fare Evasion Processing System (TFEPS)

Contractor shall, through the PCPS, accommodate the processing of Transit and Fare evasion Citations. The system must include the following functionality:

- a. Imaging, data entry, and update of new Citations.
- b. Processing of mail in, pay-by-web and pay-by-phone payments.
- c. Online processing of payments, including payments made at the walk-in cashiering payment center.
- d. Online viewing of Citations via eTIMS.
- e. Mailing of scheduled notices based on next action logic.
- f. Project 20 plan creation and reporting mirroring the current parking Citation Project 20 logic.

- g. Administrative Review and correspondence processing through the current workflow system.
- h. Hearing decision processing through the current Administrative Adjudication Program.
- i. Special Collections processing through the current workflow system as directed by SFMTA.

12. Mobile License Plate Recognition (MLPR)

Within 90 days of Contract Effective Date of the Agreement and the approval of SFMTA, Contractor shall provide two additional MLPR units to the City at no cost, and shall support SFMTA's existing MLPR units and any additional MLPRs acquired during the term of the Contract with the ability to scan VLNs and identify a vehicle's precise location via GPS software. Contractor shall ensure that the VLN scan records the time of the scan, the location of the vehicle, and shall cross reference the VLN with Scofflaw, stolen vehicle, or other tables loaded in the Handheld Unit.

Contractor shall also provide the option for SFMTA to purchase additional MLPR units through Contractor by either a lump sum payment or financed at a rate not to exceed Prime Rate plus 3%.

Contractor shall assume all payments listed in Appendix E that post-date the Effective Date of this Agreement.

V. SPECIAL COLLECTIONS SYSTEM (SCS)

A. General Requirements

Contractor shall provide software, hardware, training, and technical support for SCS that provides the following functionality, features, and services at no additional expense to the SFMTA other than a Special Collection Fee:

1. Interface with the State of California DMV, out-of-state DMVs, and the District of Columbia consistent with state-specific data formats, plate types, and registration-update schedules.
2. Ability to assign Citations to different collection statuses according to SFMTA criteria and generate reports and collection invoices as directed by the SFMTA.
3. Track delinquent Citations and any event or transaction related to a Citation, including issuance of Notice of Delinquent Parking Violation, assignment to Special Collections, issuance of notices or other correspondence, registration holds on vehicles registered in California, reporting to a credit bureau or the California Franchise Tax Board, designation of a Citation as uncollectible, and other actions as directed by the SFMTA.
4. Daily PCPS update to record Citation events relevant to collections (for example, fully paid, partially paid, reduced, or dismissed Citations) within one (1) Business Day after the event.
5. Ability to generate notices and correspondence based on the category of a Citation (for example, in-state, out-of-state, fleet, rental, or fare evasion), age (for example, the number of days since issuance, the previous notice or a Disposition), or a specific event (for example, a bounced check).
6. Compliance with all Noticing, Processing Correspondence, and Mailing functions for Special Collections as required by this Agreement.
7. Compliance with all laws and regulations related to debt collection, including but not limited to the Fair Debt Collection Practices Act.

B. Collection Procedures

Within ninety (90) days of the Effective Date of the Agreement, Contractor shall submit a Collection Plan for SFMTA approval. Contractor shall implement new components to the Collection Plan within 90 days of request and approval by the SFMTA.

The Collection Plan shall include the following:

1. Credit Bureau Reporting: Utilize credit bureau reporting for delinquent or unpaid Citations after informing the debtor of the deadline for payment to avoid credit bureau reporting.
2. Franchise Tax Board: Report delinquent or unpaid Citations issued to California residents to the State of California Franchise Tax Board.
3. Telephone Calling by Third Party Collections Firm: Subcontract for debt collection services that involve telephoning debtors using both automated calling and live operators. All calling scripts and messages shall be approved in advance by the SFMTA.

4. Billing Debtors for Collection Costs: As allowed by law Implement a program for assessment of collection costs for delinquent or unpaid Citations to debtors for payment.
5. Ability to generate collection invoices and reports that meet State of California and SFMTA requirements.

C. Out-Of-State Collections

For Citations issued to vehicles registered outside of the State of California, Contractor shall request Registered Owner information from the appropriate state DMV, update PCPS with the Registered Owner information, send out all required notices, and pursue payment from the Registered Owner in accordance with the terms of this Agreement.

Contractor's Out-of-State Collections procedure shall include the following requirements:

1. Maintain current and complete interface specifications requirements, plate types, registration renewal update schedules, and other critical processing information for out-of-state DMVs.
2. Acquire out-of-state DMV files, including updates, for states that makes such files available for purchase.
3. Recognize and accurately separate out-of-state registration records based on changes in ownership.
4. Obtain the Registered Owner's name and address from the appropriate state vehicle registry.
5. Ensure that all data fields required by an out-of state DMV are completely and accurately submitted.
6. If an out-of-state DMV return provides a valid match, ensure complete processing, tracking, and collection efforts for the Citation.
7. Issue Notices of Delinquent Parking Violation to Registered Owners and follow-up notices as recommended by Contractor and approved by SFMTA.
8. Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.
9. Update PCPS with Registered Owner information.
10. 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.
11. Issue reports to SFMTA to assist with documenting, monitoring, and processing oversight of Citations issued to out-of-state vehicles.

D. Miscellaneous Collections

Contractor shall review PCPS data on a weekly basis and assign all Citations that meet the SFMTA's designated criteria to Miscellaneous Collections. SFMTA has designated the criteria listed below for Citations to be assigned to Miscellaneous Collections. The categories of Citations assigned to Miscellaneous Collections shall be subject to amendment pursuant to written agreement by the parties. Any Citation Processing Fee or Special Collection Fee increase for additional categories of Miscellaneous Collections will require modification of this Agreement. SFMTA may opt to add additional

categories at a collection rate not to exceed 34%. All notices and forms utilized by Contractor as part of its Miscellaneous Collections program are subject to prior approval by the SFMTA.

1. **DMV Hold Rejects/Returned Transfers:** Any unpaid Citation in which the request for DMV hold was rejected or the DMV hold was released after transfer of vehicle ownership information had been obtained from DMV.
2. **Aged DMV Hold-By Expiration Date:** Any Citation that has a DMV hold and remains unpaid if the interval between issuance date and registration expiration date is less than ninety (90) days, then the criterion is expiration date plus three hundred and sixty-five (365) days; if the interval between the issuance date and registration expiration date is more than ninety (90) days, then the criterion is the registration expiration date plus sixty (60) days; or if there is no registration expiration date, then the criterion is fourteen (14) months after issuance date.
3. **Unpaid Citations Issued to Out-of-State Vehicles:** Any Citation issued to a vehicle registered out-of-state that remains unpaid twenty-eight (28) days after issuance date
4. **Returned Mail:** Any unpaid Citation for which a notice has been returned by the U.S. Postal Service as undeliverable.
5. **Registered Owner Information:** Any unpaid Citation associated with a license plate in which Registered Owner information has not been returned from the DMV after at least four (4) requests within a two-month interval.
6. **Declaration of Non-Ownership:** Any unpaid Citation issued to a vehicle for which a declaration of non-ownership has been received and forty-five (45) days or more has elapsed since a notice requesting payment from the person identified as the new owner was sent.
7. **Leased and Rented Vehicles:** Any unpaid Citation issued to a leased or rented vehicle twenty-two (22) days after the issuance date. For a Citation not immediately identified as having been issued to a leased or rental vehicle, the Citation shall be assigned to Miscellaneous Collections after the lessee or renter name and address information has been entered into PCPS.
8. **Make or Match Failure:** Any Citation for which the vehicle make on the Citation does not match the vehicle make information on file with DMV.

E. Support Services

Contractor shall provide the following services to support Miscellaneous Collections:

1. Automatically review the PCPS database on a weekly basis and assign all Citations that meet the designated criteria to Miscellaneous Collections.
2. Determine and track noticing for each designated Miscellaneous Collections category.
3. Print and mail all notices required for Citations assigned to Miscellaneous Collections.

F. Customer Services Inquiries

1. Contractor shall provide a local telephone number and a toll-free number staffed by sufficient Customer service representatives to ensure that Customer calls will be answered within six rings, between the hours of 8 a.m. to 5 p.m. on Business Days

unless otherwise directed by SFMTA. Contractor shall document Customer telephone calls including the date, time, nature of the call, and the information that was provided to the Customer.

2. Contractor shall respond to written inquiries submitted by Customers within ten (10) Business Days of receipt. All written correspondence shall be imaged.
3. Contractor shall have a documented escalation process to manage complaint processing.

G. Special Collections Administrative Reviews and Hearings

Contractor shall enter into PCPS and forward to the SFMTA any requests for Administrative Review or Hearing for Citations issued to out-of-state vehicles within two (2) Business Days. SFMTA can provide an Administrative Review or Hearing through written correspondence. The SFMTA will notify the Registered Owner and Contractor of the Disposition. If a refund is due, SFMTA will issue the refund to the Payor and will deduct the refund proportionately from the monthly payments owed by SFMTA to Contractor.

H. Purge of Records

Contractor shall submit to SFMTA an electronic and paper report of purged accounts in accordance with a purge schedule mutually agreed upon by the parties.

Contractor shall archive Citation records and related transaction records based on SFMTA-approved criteria including age, status, or Disposition. Contractor shall ensure that archived records can be retrieved and restored to the active PCPS database within seven (7) Business Days of request.

Contractor shall create specific Disposition codes and Suspension codes for Citations deemed uncollectible by Contractor after all required steps have been taken. Disposition and Suspension codes shall be applied either to an individual Citation by authorized Contractor staff or in batch mode based on SFMTA-approved criteria. Contractor shall produce reports to document Citations and Fines and Fees due as directed by the SFMTA.

I. Special Collection Fee (SCF)

SFMTA will pay Contractor a Special Collection Fee (SCF) on a monthly basis. Contractor shall provide a monthly invoice that includes all payments and adjustments for Citations assigned to Special Collections, including Citations assigned to Special Collections that are excluded from the Special Collections Fee and all adjustments for bounced checks, dismissals, refunds, and Special Collection Fee payment adjustments for prior months. The SCF payment amount due to Contractor shall be reduced by any SCF amount that was assessed in any prior month based on payments that are refunded and/or Citations that are dismissed. All adjustments shall be documented. Contractor shall deposit payments made by check or money order into the SFMTA's account within twenty-four (24) hours of receipt and no later than the next Business Day.

1. In order to determine the SCF amount, Contractor shall accurately access the eligibility of each Citation payment based on the following:
 - a. SCF shall not be determined based on payments in excess of Fee and Fine amounts that are due to SFMTA (for example, Citation overpayments);

- b. SCF shall not be determined based on payments falling within the Exclusions listed below;
 - c. SCF shall not be based on outstanding unpaid Citation amounts when the Fines and Fees that have accrued for a Citation are partially paid. The PCPS shall be capable of tracking partial payments of Citations and the outstanding balance due as part of the Citation history;
2. SFMTA shall not pay a SCF to Contractor for the following situations:
- a. When Citations are collected as a result of collection efforts of the DMV
 - b. When Citations are dismissed by SFMTA, the City, or a court; or
 - c. When no collection activity has occurred within twelve (12) months prior to Citation payment after notices or correspondence have been returned by the U.S. Post Office as undeliverable.

J. Notices and Reports

Contractor shall, at a minimum, provide the following reports:

<u>Notice Name</u>	<u>Frequency</u>
Audit of Billable Payments	Monthly
Audit of Billable Payments (Detail)	Daily
Audit of Billable Payments (Detail)	Monthly
Audit of Billable Payments (Detail)	Daily, Monthly
Boot and Tow Eligible	Monthly
Collection Assignments by Category	Weekly, Monthly and FYTD
Collection Assignments by Category	Monthly, YTD
Collection Notice Effectiveness	Daily, with rolling totals
First Out of State Collection Notice	Monthly
Fourth Instate Collection Notice	Upon Request
Fourth Out of State Collection Notice	Upon Request
Franchise Tax Board—Warning	Annually
Franchise Tax Board—Warning	Annually
Make Match Failure	Quarterly
Notice Register	Daily
Provided on TASKE System performance reports from the ACD	Daily, Weekly, Monthly
Second Instate Collection Notice	Monthly
Second Out of State Collection Notice	Monthly
Second Rental Collection Notice	Bi-Weekly

Third Instate Collection Notice	Monthly
Third Out of State Collection Notice	Monthly
Third Rental Collection Notice	On Request

The SFMTA reserves the right to request additional reports from Contractor as needed. Upon SFMTA request, Contractor shall provide the SFMTA a proposed report format and shall make the report available to the SFMTA within fifteen (15) business days after SFMTA approval of the report format unless the parties agree to a different time schedule.

VI. GENERAL CMSCPS SYSTEM REQUIREMENTS

Except as otherwise expressly specified herein, Contractor, at its sole expense, shall provide all equipment, hardware, peripherals, (including but not limited to disk drives, memory, and network cards) necessary to administer the proposed OMS, PCPS and HWRS systems, known collectively as the CMSCPS. Software requirements pertinent to each system are detailed in other sections of the Scope of Work, as follows:

- HWRS – Section II.
- OMS – Section III.
- PCPS – Section IV.

Contractor shall also provide all support functions relating to the CPCMS as listed below.

A. Network Requirements

Contractor shall be responsible, at its sole expense, for developing and installing network connections and/or facilities that shall link the SFMTA Network to the CPSCMS. Contractor shall, at its sole expense, provide SFMTA any equipment, hardware, software or peripheral upgrades, which are necessary for effective use of Contractor's system. SFMTA must approve any hardware, software or peripheral upgrades before implementation. Contractor shall transition CPSCMS and associated applications to web-based versions within one (1) year of the Effective Date of the Agreement.

1. Workstation locations shall include the following:
 - a. SFMTA Administration
 - b. DPT Traffic Engineering
 - c. Hearing and Citations Divisions (including Residential Parking Permits)
 - d. Enforcement (3 Locations)
2. In addition, Contractor shall provide for additional connections including but not limited to:
 - a. SFPD
 - b. Towing Contractor
 - c. Two additional workstations as requested by the SFMTA at any time during the term of the agreement
3. Contractor shall also provide the following:
 - a. An alternative power supply for onsite servers provided to the SFMTA so that in the event of failure of the primary system disruption shall be minimized.
 - b. Servers that have building UPS (uninterrupted power supply) and are stand alone units.
 - c. Sufficient maintenance personnel so that in the event of hardware failure, diagnostic and corrective measures can begin immediately.
 - d. Sufficient system, application and operations personnel so that in the event of system software failure, diagnostic and corrective measures can begin immediately and can be completed in a timely manner.

- e. File backup and recovery procedures that can be used to restore or recover data; and
- f. Backup units including PC workstations and communications system architecture so that the failure of any system component shall cause only a minimal disruption of services.

B. Wide Area Network (WAN) and Local Area Network (LAN) Requirements

1. Contractor shall incorporate the following into the proper functioning of the WAN:
 - a. MPLS or current technology with high-speed T1 access lines
 - b. Alternate MPLS Relay lines with carrier diversity and load balancing/auto failover based on PCPS applications
 - c. Secured internet access for SFMTA employee review and Customer service.
 - d. Cisco routers, Cisco PIX firewalls and VPN overlay for extranet connections.
2. Contractor shall incorporate the following into the proper functioning of the LAN:
 - a. Maintenance and repair for all hardware components supplied under the Contract
 - b. Installation and maintenance of all Contractor-provided project networks
 - c. Daily checks of all critical LAN components to ensure maximum availability
 - d. Complete network inventory control and documentation
 - e. Scalable, redundant interconnectivity to the WAN for all users of the PCPS
 - f. Telephone and online support and training for end users

C. Hardware Requirements

Contractor, with approval of the SFMTA's IT Division, may substitute more current hardware that is available at the time of installation.

1. Workstation Response Time

Response time shall be from the start of transmission from a workstation to the completion of a response display. The system shall measure and report workstation response time to SFMTA on a monthly basis. Contractor shall provide a workstation response time of three seconds from Contractor network to SFMTA network on average for all data entry, updates, deletions and indexed queries, between 8 a.m. and 5 p.m., Monday through Friday

2. Backup Connection

Contractor may suggest alternative backup options, but such options cannot be implemented without written approval by the SFMTA.

3. Error Corrections

Error corrections are defined as emergency actions taken to correct or repair hardware, including the processor(s), PCs or printers, or software anomalies having a negative impact on the operation or use of the system. Contractor shall correct, at no cost to SFMTA, all system malfunctions and errors. Contractor shall repair or correct any such malfunctions and errors that affect the collection of revenues by SFMTA within two (2) days of receipt of notice from the SFMTA.

4. Workstation Components and Locations

Workstation components and locations are detailed in the following tables:

Table 1: HARDWARE REQUIREMENTS

Hardware Type	Manufacturer	Quantity
Parking Enforcement Workstation	IBM-Compatible	44
Parking Enforcement Laptop	IBM-Compatible	6
Parking Citation/RPP Workstation	IBM-Compatible	80
Hearings Workstation	IBM-Compatible	16
Parking Enforcement Printer	HP	16
Parking Citation/RPP Printer	HP	15
Receipt Printer	Epson	22
Hearings Printer	HP	3
Hearings Receipt Printer	Epson	3
3600 Series Router	Cisco	10
1700 Series Router	Cisco	10
Pix 515e Firewall	Cisco	10
3500 Series Switch	Cisco	2
2900 Series Switch	Cisco	8
Local Cache Fileserver	HP	2
R3000 UPS	HP	3
SureStore Tape Backup Unit/Library	HP	2

Table 2: DISTRIBUTION OF HARDWARE

SERVICE	Functional Group	Workstation	Printer	
Parking Enforcement				
	Director/Assistant Directors	5	5 laser	
	Supervisors	24	6 laser	
	Dispatch/Tow Desk	6	2 laser	
	Boot/Scofflaw	4	1 laser	
	IS Operations	4	1 laser	
	Reception	1	1 laser	
	TBD	6 (laptops)		
Parking Citation/RPP				
	Walk-in Payment Window	17	14 receipt	
	Parking Citation Accounting	6	2 laser	
	Parking Citation Clerical Support	21	4 laser	
	Administrative Review	14	3 laser	
	PCPS Contract Administration	4	1 laser	
	Parking Permit Review & Clerical	10	4 laser	
	Parking Permit Accounting	4	1 laser	
	Parking Permit Payment Windows	4	4 receipt	
Hearings				
		16	3 laser	
Parking Meter Collection, Repair and				
		0 (5)	0 (2)	*
SFMTA Management				
		0 (20)	0 (20)	*
Additional City Agencies				
		0 (10)	0 (10)	*
TOTAL				
		146	laser (34)	

**PCs and printers at these locations can be made to access Contractor's system via terminal emulation or other interface with solution provided by Contractor, and upon written approval by the SFMTA. The parentheses () indicate how many terminals will be used at these functions or locations*

5. Contractor shall ensure that each workstation contains the following components.
 - a. All PC equipment must be IBM PC-compatible, running Microsoft Windows XP professional with at least 2GB of memory.
 - b. PC workstations with Intel Core Duo processors
 - c. Windows XP Professional Operating System
 - d. Monitor: 19" Flat Panel LCD
 - e. Memory: 2 GB RAM
 - f. Storage: 80 GB Hard Drive (7200 RPM ATA)
 - g. Optical Device: 48 x 32 combo (DVD/CDROM) optical drive
 - h. Video Card: Intel 3D Graphics, 64Mb, AGP-2x, DVI Output
 - i. Network Card: 10/100/1000 Network Interface Card
 - j. Mouse: MS Intellimouse, USB
 - k. Keyboard: Windows keyboard, USB, 104 Key Standard
 - l. External Ports: 1 serial, 4 USB 2.0 high-speed, 1 Parallel
 - m. Hewlett-Packard laser printers capable of printing 35 pages per minute or faster, with workstation function key capabilities
6. Contractor shall ensure that each laptop contains the following components:
 - a. All PC equipment must be IBM PC-compatible, running Microsoft Windows XP professional with at least 2GB of memory
 - b. PC portable workstations with Intel Core 2 Duo Processors
 - c. Windows XP Professional Operating System
 - d. Monitor: 15.4 WSXGA LCD
 - e. Memory: 2 GB RAM
 - f. Storage: 160 GB Hard Drive (7200 RPM ATA)
 - g. Optical Device: DVD/CDRW combo drive
 - h. Video Card: ATI Mobility Radeion w/256 MB memory
 - i. Network Card: Intel 10/100/1000 Gigabit Network Construction
 - j. Keyboard: 104 Key Standard keyboard
 - k. External Ports: 4 USB 2.0 high-speed, 1 – 13941, 1 – RJ45, 1 – HDMI, 1-VGA

D. CPSCMS System Support Functions

The following requirements apply to all components of the CPSCMS system:

1. Technical Support

a. General Requirements

Contractor shall be solely responsible for providing regular, ongoing maintenance of all network link server hardware and software supplied as part of its system the satisfaction of the SFMTA at no cost to City beyond the per-Citation price set forth in the Cost Proposal. Contractor shall provide access to technical staff who are available to come on-site to address issues during regular

Customer Services Hours (Monday-Friday, 8 a.m. to 5 p.m.) and as needed for emergencies upon request by the SFMTA.

b. Backup Support

Contractor shall also provide a central point of contact for all system users 24 hours a day, seven (7) days a week through a toll-free Network Operations Center (NOC). The NOC shall be staffed from 5 a.m. until 7 p.m. local San Francisco time. During hours that the NOC is not manned, our 24 hours-a-day, seven-days-a week computer operation's staff serves as backup support. NOC staff is on call if any problems arise that require their attention during off hours.

Contractor shall log any user issue. If the issue cannot be resolved immediately or through on-site technical personnel, Contractor shall, through the NOC issue a trouble ticket and assign the issue to the responsible support team. Contractor shall track issue until it is resolved and note the solution for future reference.

Contractor shall track and report on network uptime, response time, outage tracking and availability. Contractor shall track incidents by project, site and device, enabling technical personnel and SFMTA project management to diagnose outage or performance trends as well as the personnel performance of those tasked with remedying incidents.

Contractor shall manage the CMSCPS system through the following functions:

- a. Monitoring the system for outages
- b. Monitoring and evaluating system performance
- c. Logging each problem and assigning it a system generated problem tracking number
- d. Identifying and categorizing problems
- e. Isolating a problem to a specific network hardware or software component
- f. Determining the problem reference or severity (whether other users have the same problem and if a documented solution exists)
- g. Forwarding the problem to an in-company support group or to an equipment or facilities vendor
- h. Tracking problem resolution, escalating where necessary, and keeping users informed of the status of repair efforts
- i. Closing open trouble calls
- j. Generating a daily and/or monthly status report on repair efforts
- k. Tracking and reporting on overall system availability. Report tracking shall include:
 - i. Problem status, by site
 - ii. System response time
 - iii. Systems availability
 - iv. System repair time

Contractor shall promptly resolve at least 90 percent of all incoming calls through the NOC and diagnose an additional five percent of the calls that Contractor refers to equipment or facilities vendors. The remaining five percent of calls that require outside assistance shall be referred to Contractor's in-house support staff (operations,

host systems technical, database, and network) for further action, at Contractor's expense.

2. Maintenance

Contractor shall provide all maintenance service for all distributed technical hardware used for this Contract through its local systems specialist and service vendors. Contractor shall carry full service agreements 24 hours-a-day, seven days-a-week for network and server equipment, and normal business hours (Monday-Friday 8 a.m. to 5 p.m., excluding holidays) to cover all key equipment specified in the Contract. In addition to vendor maintenance support, Contractor shall have on-site systems support staff trained in equipment support, troubleshooting, and repair to perform on-site troubleshooting, repair, and restoration as necessary.

3. Training and Manuals

a. Training

Contractor shall provide SFMTA staff with all necessary training to efficiently and effectively use all functions of the CPSCMS systems and all Contractor-supplied equipment, hardware, software and peripherals. Training shall include the following:

- i.* Options for ongoing and "refresher" training of SFMTA staff currently in place in the Enforcement, Citations, Hearings and Contract Administration divisions.
- ii.* Options for incoming employees that will be provided within 30 days of their start date.
- iii.* A combination of classroom, small group, and hands-on training in the use of computer hardware and software.
- iv.* Training in the use and interpretation of the reports produced by the PCPS to City staff as designated, within 30 days of written request from SFMTA.
- v.* Quarterly notice of Training Plan reviews to SFMTA within 30 days after each quarter.

b. Manuals and Documentation

Contractor shall provide 25 copies of all documentation of the system hardware and software. SFMTA will agree as necessary to safeguard the property of Contractor, and documentation that is the property of Contractor will be returned on request.

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:

- i.* Detailed user manuals explaining each component of Contractor's system (within 90 days)
- ii.* Functional manuals, tailored to each processing unit, to explain the Contract's system as it relates to the job responsibilities of the particular user (within 180 days) and
- iii.* Contractor shall conduct a quarterly review of all manuals, with written notification of review sent to SFMTA Contract Administrator within 30 days after each quarter.
- iv.* Contractor shall update manuals within 30 days of notification by SFMTA of policy modifications or within 30 days after any new program implementation.

c. Forms

- i.* Forms and the various documents that shall be completed by the public to conduct routine matters involving the processing and adjudication of Citations. These forms are presently kept at the Citation and Hearing Divisions and include, but are not limited to:
- ii.* Flyers with instructions on how to contest Citations
- iii.* Untimely Requests for an Administrative Review Hearing Form and
- iv.* Declarations of Non-Ownership

4. Management Reporting

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

5. Data Maintenance and Retrieval

Contractor shall maintain data for all programs and systems within an integrated database, with relationships established to allow retrieval and update of related information across program areas in a flexible, efficient and error free manner to the satisfaction of the SFMTA. Contractor shall ensure that the system has maximum functional efficiencies and integrates systems and system elements.

6. Testing

Contractor shall test the CPCMS system to verify its capabilities according to the requirements of the Agreement to the satisfaction of the SFMTA. SFMTA shall actively participate in the testing and shall verify the functionality, accuracy and reliability of the CPSCMS system on the basis of test results, prior to system acceptance by the SFMTA.

7. Flexibility of New Applications

Contractor shall provide a CPSCMS system that accommodates the current Citation volume. In addition, Contractor shall ensure that the system shall have the flexibility to accommodate minor and major system modifications and enhancements; including but not limited to new data elements, new online query and processing screens, new online query capabilities, and new online and batch processing capabilities.

Contractor's CPSCMA system, subsystems, and system elements shall be able to accommodate changes, modifications or additions in a highly efficient and effective manner to the satisfaction of the SFMTA. Contractor's database design and software shall be sufficiently flexible and modular to accommodate easy, efficient, and effective modification or expansion of existing and new applications to the satisfaction of the SFMTA. Contractor shall take all precautions to eliminate or

minimize any risk to the performance or operation of existing applications and functions.

Contractor's shall be compensated for providing the CPSCMS in the per-Citation fee in the Cost Proposal, unless otherwise specified.

8. Staffing Plan

Contractor, and subcontractors who are responsible for more than 30% or more of the Scope of Work, shall provide at one (1) locally-based, dedicated person for 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.

Contractor shall maintain staffing levels approved as of the Effective Date of the Agreement through the Contract period, and augment staffing during periods with each Contract year and for special events, when requested by the SFMTA. Any substitutions in management staffing as noted by asterisk (*) below must be approved in writing by SFMTA in advance of the proposed substitution. The staffing plan is listed in the table below:

Position	Current incumbent	Role	Dedicated to SF project
PRWT, VP	Alton Shaw	Corporate Oversight	No
ACS, VP	Rona Schmidt	Corporate Oversight	No
*ACS Program Manager	Doris Carlick	Overall Project Management	Yes
*PRWT Operations Manager	Annette Jones	Overall operations management	Yes
*PRWT Production Control Manager	Frances Forbus	Production control and Customer service	Yes
PRWT Business Analyst	Keren Li	Requirements, reports, new projects	Yes
ACS Business Analyst	Louie Ngo	Requirements, reports, new projects	Yes
Systems Specialist	Mark Santos	Local system support	Yes
Consultant(s)	TBD	As determined by SFMTA	1040 hours per year
Customer Service Representatives	Current staff of 5/volume driven	Special collections phones and correspondence	Yes (5)
Production control staff	Current staff of 5/volume driven	Quality control, imaging	Yes (5)
Administrative Support	Carmel Naraval	Office Management	Yes

9. Programming and Consulting

Contractor shall provide 1040 hours per year of management consulting services, the cost of which is included in the Citation Processing Fee. All consultants assigned by Contractor shall be subject to SFMTA approval. Contractor shall provide monthly reports on consulting hours used to include authorized expenses. 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 enforcement strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. The consulting staff will conduct, or provide the technical support needed for the SFMTA to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and violation capture rates.
- c. Extracting information from the parking Citation database to support parking management initiatives.
- d. Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports.
- e. Providing training for EPM staff in parking management related topics.
- f. An analysis of new technology and its applications to parking operations. 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.

10. Reimbursable Staff Position

The Contractor shall reimburse SFMTA salary and benefits for a Help-Desk Representative for an IS Engineer for an amount not to exceed \$97,320 in the first year of the Contract, as per SFMTA's Civil Service Commission classifications. Contractor shall also pay any applied annual CPI increases in an amount not to exceed 3 %. The position will be used to support all hardware and software support functions related to the Contract. SFMTA will be responsible for selecting and managing the staff person.

E. Audits; Inspection of Records

1. Annual Audits:

Contractor shall ensure that the system shall be self-auditing and shall have the capability of providing instantaneous data for facilitating audits conducted by SFMTA and County of San Francisco and/or its agents. Contractor shall provide audited financial information of the system in accordance with General Accepted Accounting Principles applied on a consistent basis from year to year or as required by SFMTA. Such audited financial information shall be certified by a CPA who shall be authorized by prior approval of City Controller. Contractor shall keep proper books of records and accounts of the system. Such books and records of accounts shall at all times be maintained by Contractor, and shall be subject to inspection of SFMTA and/or its agents at reasonable hours and under reasonable conditions.

2. Records

Contractor shall maintain all Records in accordance with generally accepted accounting principles. All Records shall be maintained throughout the term of this Agreement at Contractor's San Francisco office and shall be maintained for five years following termination or expiration of this Agreement in a safe and secure location within the San Francisco Bay Area.

3. Financial Reconciliation:

Contract shall ensure that all moneys deposited to SFMTA are balanced to revenue reports based on the Citations paid and Fees collected as reflected on Contractor's system. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets and database tools. Contractor shall note any such problems on the reconciliation worksheet. Contractor shall provide

reconciliation and balancing report that is approved by the SFMTA and City Controller.

Contractor must prepare a report on revenue distribution that is balanced to the manual totals each day from all cashiering activities and mail-in payments. All categories of payment are to be balanced, such as the bad check Fees, boot Fees, preferential parking revenues and Citation payment revenues. In addition, all payment types shall be balanced, i.e. checks, money orders, etc.

Contractor must also reconcile all Citation payments collected by DMV, including balancing the amount collection with the transactions applied to the PCPS.

A selected staff member of Contractor, approved by the SFMTA, shall be required to perform and monitor all financial corrections and adjustment transactions applied to the system. These corrections include bad check processing that the application of funds from one Citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

4. SFMTA's Right to Inspect and Copy.

Any duly authorized agent of SFMTA will have the right to examine and/or copy all Records at any time during normal business hours, provided that Contractor shall be allowed at least 48 hours after SFMTA identifies Records it wishes to copy to mark any such Records as confidential or proprietary. Records created or maintained in an electronic format shall be available to the SFMTA and its agents for examination and/or copying in an electronic format.

5. Operations and Performance Audits.

Contractor must cooperate fully with the performance by SFMTA or its agents of Contract Performance and Operations Audits. A Contract Performance Audit may examine any and all aspects of Contractor's obligations under this Agreement. An Operations Audit may examine the quality and effectiveness of Contractor's organizational Structure, internal controls, financial reporting and business practices. SFMTA may require each type of audit no more than once per calendar year. SFMTA shall provide Contractor with 15 Days' notice of any audit to be performed under this Section. The State of California or any federal agency having an interest in the subject matter of this Agreement will have the same rights conferred upon SFMTA by this Section.

6. Findings of Nonperformance.

In the event that any audit conducted results in a determination that Contractor has failed to perform any material term of this Agreement, SFMTA will issue a written Finding of Nonperformance to Contractor. Such Finding of Nonperformance will include a calculation of liquidated damages for Contractor's failure to perform, using the measure of Liquidated Damages. The Finding of Nonperformance shall also include a reasonable period of time for Contractor to cure any listed performance failures that are subject to liquidated damages Contractor's failure to cure may result in a notice of default pursuant to Section 20. Liquidated damages may not be assessed in a Finding of Nonperformance for any incident for which liquidated damages have already been assessed pursuant to Section 19. Any failure of City to list any violation of the terms of this Agreement in the Finding of Nonperformance shall not constitute a waiver of the City's right to impose any other right or remedy that it has under this Agreement or applicable law with respect to that violation.

F. Security

Contractor shall provide complete security for the protection of both physical items and data. Security includes the protection of physical items such as files, communication

networks, cash, checks, and Citations. Security shall also include guarding non-physical items, such as the confidentiality of data.

1. CMSCPS Security

Contractor shall provide for the following measures for SFMTA staff using CMSCPS related hardware, software and support services:

- a. Restricted access to the system by time of day
- b. Restricted access based upon proper authorization
- c. Unique user access identification that shall be changed at periodic intervals
- d. Backup records of virtually every update transaction
- e. Transaction histories with date, time and identification of every transaction
- f. Strict control and reconciliation procedures for every system update
- g. Control of dial-up access to the system and
- h. Virus detection and control

Security for CMSCPS system access and printed materials maintained on Contractor's premises include but are not limited to the following:

- i. MS-Windows and Contractor software system logon IDs that follow all corporate and data center access rules and approvals
- j. Password lock on all PCs following inactivity
- k. Anti-virus controls and automatic virus definition updates on all PCs
- l. USB ports on all non-management PCs are disabled to prevent saving Personally Identifiable Information (PII) data to local hard drives from Contractor software system or the CA DMV
- m. All staff are required to sign CA DMV privacy agreements upon hire and on an annual basis
- n. Backup tapes for the server are stored in a locked safe in the locked server room until monthly pickup by Contractor's offsite storage vendor
- o. 'End of day' procedures to ensure that no sensitive printed or system information is accessible
- p. Printed material is disposed for shredding by an outside security vendor
- q. Files are locked outside normal business hours
- r. Couriers sign a log in production control to track deliveries each time they enter the premises

2. Physical Security

Contractor shall maintain a local facility to support SFMTA's CPSCMS functioning, including: project management, operations management, WAN equipment, data requests, local systems support, production control, workflow imaging, tow noticing, and special collections Customer service and correspondence.

Contractor's facility shall have a full-time onsite building manager and security staff to provide a first line of security -- all visitors must sign-in and sign-out with identification verification. A building management-issued pass is required to gain entrance during non-business hours and days.

Contractor shall ensure that building security features are in operation, including but no limited to:

- a. Meeting all City of San Francisco building and fire code requirements
- b. 24-hours-a-day, seven-days-a-week security
- c. Visitors entering or leaving the building during business hours must sign-in and sign-out with identification verification
- d. Equipment removal passes required
- e. A sprinkler system for fire protection
- f. Regularly scheduled evacuation drills

Security features within Contractor's office space shall include but are not limited to:

- g. Entry doors that are controlled through keypad access outside business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.
- h. Office access controlled through a single entrance during regular business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.
- i. Visitors sign in at reception
- j. Heat/smoke sensors
- k. Handheld fire extinguishers placed throughout the floor, including one in the server room
- l. Locked server room
- m. An office security manager and safety director to maintain office security and safety manuals.
- n. A Safety and Security Guide that is issued to each new Contractor employee.
- o. New employee training sessions to inform all staff of security and safety processes and procedures.
- p. Annual refresher meetings remind staff of security issues and present new information.

G. Disaster Recovery

Contractor shall have a detailed disaster recovery backup plan that addresses four areas of concern: Backup and off-site storage of all media, Maintenance, repair and restore processes to minimize disruption of service, alternate processing arrangements in the event of a catastrophe and periodic testing of emergency procedures. Contractor shall document disaster procedures in a Disaster Plan that shall be available for review by the SFMTA within sixty (60) days of the Effective Date of the Agreement.

1. Data Backup, Off-site Storage and Recovery

Contractor shall ensure that the following tasks are completed:

- a) Backup copies of all media are made weekly and daily, as designated by the SFMTA.
- b) Backup copies of all media are delivered and stored at a designated off-site facility within 24 hours of completion of save process
- c) Daily incremental backups are taken of every non-database dataset which has been revised since the last backup (including but not limited to: operating software, source code, procedures, copy, and transaction libraries).

- d) Manage and maintain an Automated Protection Log Control System that records all information pertaining to the PCPS database protection copy operations that would be needed for an on-site or off-site recovery operation.

2. Maintenance, Repair and Restore Processes

To minimize disruption of service, Contractor shall:

- a. Ensure that hardware vendor maintenance support Contracts provide on-going preventive maintenance and response to hardware problems within four hours for any component failure 24 hours per day, 7 days per week.
- b. For any hardware component for which vendor Contracts are not available, Contractor shall have third party maintenance personnel access to guarantee uninterrupted service to SFMTA.
- c. The data center provides permanent office space for field engineering and support personnel for its primary hardware vendors including IBM, EMC, and Amdahl. These vendors maintain a complete spare parts inventory on-site at the data center.
- d. Contractor shall monitor software that performs regular diagnostics, reports any irregularities, notifies field support personnel and schedules preemptive maintenance in advance of the onset of a hardware failure.

3. Alternate Processing Arrangements

Contractor shall have a Disaster Recovery Plan available within sixty (60) 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

A copy of the disaster plan shall, upon receipt, be included as Appendix G to the Contract.

4. Periodic Testing of Emergency Procedures

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

5. Contractor's Remote Facility

Contractor shall, through its remote facility located at Tarrytown, NY, provide a complete and comprehensive back-up of all system and files and alternative processing arrangements. The Disaster Recovery Plan shall address the following actions and resources necessary to restore systems and data as soon as possible:

- a. Established procedures for the back-up of all software, computer programs, files, and computerized procedures
- b. Off-site duplication of all software, computer programs, files, and computerized procedures
- c. Service agreements and procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service
- d. Alternate processing arrangements in the event of severe damage to facilities
- e. Periodic and comprehensive testing of emergency procedures
- f. Full weekly back-ups and incremental daily back-ups of all computer programs, software, and files
- g. Back-up copies are delivered and stored at a designated off-site facility within 24 hours of the completion of the save process

H. Exit Clause

Contractor agrees that SFMTA will own all data collected and maintained by the system upon termination or expiration of the Contract. Following termination or expiration of the Contract, Contractor shall provide to SFMTA all data in a readable electronic form determined by agreement of both parties. Contractor also shall agree to make available to escrow all application source code necessary to operate the system during the Contract term at no cost to SFMTA.

VII. SERVICE ENHANCEMENTS

The following services are optional. Should the SFMTA opt to implement any service, the SFMTA will notify Contractor to prepare a plan for implementation, along with specific costs. Costs shall not exceed the amounts referenced below. Contractor shall submit the implementation plan within a specified number of days after written authorization from the SFMTA to proceed, as noted below for each item.

A. Marketing And Revenue Generation Program (MRGP)

Following Contract award, SFMTA staff will meet with Contractor to determine the framework of what is allowable under SFMTA policies and guidelines relative to third-party marketing and advertising.

Within 180 days of written notification to proceed from the SFMTA, Contractor shall submit a Marketing Plan. Upon SFMTA approval of the Marketing Plan, Contractor shall implement the plan. Any advertising conducted by Contractor pursuant to this agreement shall be consistent with the SFMTA's advertising policy. Net revenue derived from the implementation of the Marketing Plan shall be allocated 70% to SFMTA and 30% to Contractor.

SFMTA will jointly determine specific advertising techniques with Contractor. Examples of the types of advertising offered include but are not limited to:

1. In-statement advertising, such as flyers, included with notices, correspondence or permit renewal letters
2. Tear-off type ads on remittance envelopes
3. Ads printed on meter and Muni Pass cards and/or sleeves
4. Banner ads on payment or parking information website
5. Ads on cashiering receipts or pay by web receipts printed by citizens

B. Electronic Residential Parking Permits

Within 120 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall integrate RFID permits with the PCPS RPP subsystem. Contractor's RFID card shall be capable of being programmed with a permit type, and of being programmed with another permit type and the user's permit status changes without replacing the user's card.

Contractor's permit reading application shall be capable of being installed on the new (2010) Handheld Units. Contractor shall ensure that through the system, Customers will be able to keep a single permit and renew, change, or update permits in person, by mail or online.

Cost Estimate:

The project shall not exceed \$50,000 in total costs. Contractor estimates that the ongoing transaction cost for the program shall be \$10 per new permit issued and \$5.00 per permit renewal. The implementation price for the project, including development of the RFID permit, modification of the website, integration with the PCPS RPP subsystem, and enabling of the Handheld application will be \$150 per hour, with the total not to exceed \$50,000, as stated above.

C. Electronic Boot Removal System

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall provide 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. Contractor shall ensure that the Customer will be able to pay Fines and Fees with a credit or debit card, or check-by-phone.

Upon payment, 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.

Cost Estimate:

Pricing for the program shall not exceed \$100 per vehicle booted, including all equipment and replacement equipment. A 30 boot pilot program is offered for four months. There will be an \$80,000 termination fee to cover vendor expenses, only if the program is not subsequently implemented.

D. Paint Shop and Regulatory Sign Inventory System

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall modify the current work-order system to capture inventory and display the information on a series of pages. Contractor shall ensure that the primary display screen shall include search capabilities based on sign/paint type against the inventory table for the user to find the proper location to create a work order. SFMTA will define what reports are required under the system.

Prior to implementation of the system, SFMTA will do the following:

1. Conduct a full inventory of the signs, paint, and poles with location information, sign type or paint color, sign text, and GPS coordinates and provide that inventory in a loadable electronic format
2. Maintain the inventory on a daily basis and upload changes to the system electronically as needed
3. Provide Contractor with an electronic list of all possible sign types with associated text, all possible pole types, and all possible paint type configurations to be added to the appropriate system tables
4. Estimate number of signs, poles, and painted surfaces to be tracked
5. Estimate number of inventory changes per year
6. Estimate number of work orders per year
7. Estimate number of sign, pole, and paint types

Cost Estimate:

Contract shall charge the programming price of \$150 an hour, not to exceed \$60,000 for project development.

E. Additional Equipment Options

1. Addition of at least 80 Handheld Units for Transit Violation Enforcement

Within 90 days of written notification to proceed from the SFMTA, Contractor shall provide Handheld Units as specified below, Contractor shall provide two base units, both of which can be used with Extech Printers and Pocket PEO Software. Contractor shall provide programming of Pocket PEO software to accommodate the new Transit ticket format.

Cost Estimate:

Prices are based on 80 Units and are inclusive of printer, warranty, and programming costs. Contractor shall charge the following rates, dependent on which Handheld Unit the SFMTA chooses:

- a. Symbol MC9090 = \$6,100 per Handheld. Includes base Unit with camera, spare lithium battery, holster, 4 slot Ethernet cradle, DC and AC line cords, cameo 3 w/ Bluetooth, shoulder strap, quad battery charger, boot, cameo 3 spare battery, pen cleaning kit printer, and three year warranty upgrade.
- b. Intermec 751B = \$6,430 per Handheld. Includes base Unit with camera, multi-dock switch, spare battery, universal power supply, AC power cord, holster, cameo 3 w/ Bluetooth, shoulder strap, quad battery charger, boot, cameo 3 spare battery, pen cleaning kit printer, and three year warranty upgrade.

2. Cameras and processing for Sweepers and Buses

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall implement a plan for providing LPR (license plate recognition) cameras for sweepers and buses. 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.

Cost Estimate:

The price for a purchase of 100 cameras including installation shall be not more than \$32,000 per camera. Integration and development work is charged at \$150 per programming hour, not to exceed \$25,000.

For cameras on buses: If SFMTA opts to have Contractor process the Citations using the photo enforcement backend system, Contractor and SFMTA will negotiate a monthly processing fee depending on SFMTA requirements.

For cameras on sweepers: Contractors and SFMTA will negotiate a per Citation fee increase or a monthly processing fee depending on SFMTA processing requirements.

3. Kiosks in City Offices

Within 60 days of written notification to proceed from the SFMTA, following SFMTA approval of specifications, Contractor shall provide payment kiosks which are capable of accepting payments for parking violations or parking permits, printing receipts, providing balance information, and dispensing permits. Contractor shall ensure that kiosks can perform the following functions:

- a. Process other municipal or third party payments.

- b. Accept cash, check (using an in-line check reader or check scanner), credit card, and debit card payments.

Cost Estimate:

Kiosk costs include integration with PCPS, software customization to San Francisco's parking program, and installation.

The price per kiosk shall not exceed \$13,000, with a monthly monitoring fee of \$60 per month per kiosk, and a \$2 per transaction fee.

SFMTA and Contractor shall negotiate any additional communication costs required to support the kiosks and recurring per transaction credit card clearing fees.

Contractor shall not be responsible for any credit card processing fees.

4. Additional Scanners

Based on volumes (TBD), Contractor will install a scanner(s) and implement the "scan additional" feature in workflow after Contract signing within 30 days of signed off specifications. The cost is approximately \$13,000 for the first scanner (including 50 hours in programming @ \$150 per hour). The price for additional scanners is approximately \$5,500 per scanner.

F. Point of Sale

Within 60 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall provide equipment and systems development for utilizing PCPS cashing for various SFMTA "media" sales at various locations.

Cost Estimate:

Price will be at \$150 per programming hour not to exceed \$10,000. Contractor and cost of equipment, if purchased by Contractor.

G. OMS Data Entry

Within 15 days of SFMTA's written request, and with written instructions provided by SFMTA enforcement, Contractor shall provide data entry services for handwritten daily field activity logs for Enforcement, at a cost of \$3.00 per log. Contractor shall enter daily logs into the system within three (3) business days of receipt.

H. Taxi Permits

Contractor shall develop a subsystem to process taxi permits based on SFMTA specifications.

Within 90 days of SFMTA's written request, Contractor will develop a plan for a taxi permitting system 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 specified by the SFMTA.

Price will be at \$150 per programming hour not to exceed \$50,000.

VIII. NOTICES AND CORRESPONDENCE

Contractor shall develop and manage the controls exercised by PCPS to provide a notice and correspondence program that is accurate and timely to the satisfaction of the SFMTA. 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. However, 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.

The program shall provide the following Citation notice and correspondence functions:

- A. Print and mail all notices and correspondence required to support PCPS.
- B. Provide an image management system that tracks and processes incoming correspondence and permits viewing of scanned correspondence to support SFMTA and Customer service operations to the satisfaction of the SFMTA.
- C. Provide an automated correspondence function that allows SFMTA staff to automatically generate form letters to the satisfaction of the SFMTA.
- D. 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.
- E. Provide a complete audit trail for all notices and correspondence to the satisfaction of the SFMTA.
- F. **Notice Selection**

Contractor shall ensure that the PCPS 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. Contractor shall make variable text modifications as directed by the SFMTA. Such modifications shall be completed within ten (10) Business Days after final written approval by the SFMTA Contract Administrator.

Contractor shall maintain a three (3) month supply of pre-printed forms. Prior to re-order Contractor shall notify SFMTA and request that any modifications to forms be submitted by the SFMTA within ten (10) Business Days of notification.. Contractor shall complete modifications to pre-printed forms within thirty (30) calendar days after final written approval by the SFMTA.

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.

SFMTA Notices to be Generated by Contractor	
Notice Name	Frequency
First Instate Notice (NDPV)	Daily
Second (DMV Hold) Instate Notice	Daily
First Rental Notice	Weekly
Fare Evasion Notice No. 1, 2, 3, 4	Weekly
First Out of State Notice	Weekly

G. Notice Printing and Mailing

Contractor shall be responsible for the cost of generating and printing the first two notices mailed as required by this Agreement, for Parking Citations Processing, RPP Processing and Fare Evasion Processing and the quality of each notice generated. At a minimum, Contractor shall check for alignment, print quality, correct form, and correct run date and ensure that all required information is included.

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."

H. Postage Costs

Contractor shall be responsible for all postage costs, including postage costs associated with placing holds on vehicle registration renewals with the California DMV and out-of-state DMVs, mailing of the first two notices of delinquency, Administrative Adjudication Program notices, tow notices, Special Collection notices, and correspondence associated with the PCPS and RPPS systems.

I. Notice Research and Reporting

Contractor shall ensure that the PCPS is able to research specific notice runs, individual notice record information, and response rate or payment return rate to the satisfaction of the SFMTA. In addition, Contractor shall ensure that the PCPS has the ability to support an online, real-time review of all notice activity by type of notice.

Contractor shall provide daily and weekly management reports that track all notices and responses to the satisfaction of the SFMTA.

Contractor shall provide summary data for each notice run and detailed information for each notice for the preceding twelve (12) months within one (1) Business Day of SFMTA's request.

J. Notice of Delinquent Parking Violation

Contractor shall generate Notices of Delinquent Parking Violation that include but is not limited to the following information:

1. The procedure for challenging a Citation by mail;
2. The address to which Payment should be mailed;
3. Instructions for credit card payments via the telephone or internet;
4. The date on which a late penalty will be added to the Citation amount and the amount that will be added;
5. Statement that the Registered Owner assumes responsibility for ensuring that Payment is received before the due date;
6. All appropriate and required warnings regarding actions that will effect a Customer's credit rating or vehicle registration fees;
7. The toll free telephone number and hours of operation for Customer service inquiries; and
8. Any other information required by the SFMTA or state law.

K. Correspondence

Contractor shall forward to SFMTA all correspondence that requires SFMTA response on a weekly basis.

IX. PERFORMANCE REQUIREMENTS AND CONTRACT LIQUIDATED DAMAGES

Certain levels of operation shall be met by Contractor to ensure satisfactory service to SFMTA and the public. It is the responsibility of Contractor to provide SFMTA with appropriate management information reports that will enable SFMTA to monitor all of the service levels. Contractor shall maintain records sufficient for SFMTA to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to SFMTA for non-compliance. All credits will be deducted from any amount payable pursuant to Contractor's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect SFMTA's option to terminate this Contract for failure to comply with service levels.

A. Handheld Ticket Writing and Reporting System (HWRS)

1. Failure of the system to maintain security data will result in a credit to SFMTA of \$500 per incident. (§ II.H)
2. Failure of Contractor to ensure the integrity of the transmission and reconciliation of the number of Citations transmitted with the number received and processed will result in a credit to SFMTA of \$500 per incident (§ II.G).
3. Failure of Contractor to provide a schedule for implementation of the Field Maintenance Request component within 90 days of receipt of specifications from SFMTA's Enforcement Division will result in a credit to the SFMTA of \$500 per Business Day delay. (§ II.I)
4. Failure of Contractor's HWRS system to transmit Field Maintenance Requests through the Handheld Units will result in a credit to SFMTA of \$500 per incident. (§ II.I)
5. Failure of Contractor to have the HWRS and PCPS systems operate in an integrated fashion 97% of the time within a given calendar month will result in a credit to SFMTA of 10% of the Contractor's invoice amount for any incident that exceeds the 3% allowance for failure of HWRS-PCPS integration within a given billing month. (§ II.F)
6. Failure of Contractor to follow the Handheld Equipment Replacement Schedule (§ II.D) as outlined in the Contract will result in a credit to the SFMTA of \$500 per Business Day delay.

B. Officer Management System

Failure of Contractor to provide the Officer Management System in accordance with Contract specifications within 90 days of SFMTA's written approval will result in a credit to SFMTA of \$10,000 for each Business Day delayed unless a written extension of the deadline for providing OMS is granted by SFMTA. (§ III.B1)

C. Parking Citation Processing System (PCPS)

1. Failure of Contractor to enter Handwritten Citation data into the system within two (2) Business Days of receipt will result in a credit to SFMTA of \$1,000 per Business Day delay. (§ IV.D.2)
2. Failure of Contractor to review and resubmit those Citations that do not successfully update/for update processing within one (2) Business Days will result in a credit to SFMTA of \$1,000 per Business Day delay. (§ IV.D.2)
3. Failure to update new handwritten Citations to the computer database within two (2) Business Days of receipt will result in a credit to SFMTA of \$1,000 per Business Day delay. (§ IV.D.3)
4. Failure to mail a Citation to the Registered Owner within ten (10) days of Citation issuance, upon receipt of said Citation from SFMTA within two (2) Business Days of issuance to a vehicle that leaves the scene of a violation, will result in a credit to SFMTA of \$1,000 Business Day of delay. This credit will not apply if the CA DMV fails to provide Registered Owner information for the Citation's license plate. (§IV.B)
5. Failure of Contractor to provide a readable reproduction of a Citation or any legally required supporting documentation to a Customer or the SFMTA, including for an Administrative Review, Administrative Hearing, or De Novo Hearing within three (3) Business Days of request (excluding archived records) will result in a credit to the SFMTA of \$1,000 per Business Day of delay. (§IV.E.1.e)
6. Failure of Contractor to achieve an availability level of 96% for any individual calendar month, except in case of a Disaster Recovery Event, will result in a credit to SFMTA based on the percentage of difference between the criteria and the actual percentage of availability, multiplied by Contractor's Per Ticket Fee basis for the month (§ IV.I.6).
7. Failure of Contractor system to restore archived records to the database within seven (7) Business Days after receipt of a request from the SFMTA will result in a credit to the SFMTA of \$100 per occurrence. (§IV.C.3.d)
8. Failure of Contractor to provide on-demand an electronic facsimile of all Citations generated by Handheld Units within two (2) Business Days of receipt will result in a credit to the SFMTA of \$100 per occurrence. (§IV.C.2)
9. Failure of Contractor to request California Registered Owner information within three (3) Business Days of a new Citation record being updated or entered into the database will result in a credit to the SFMTA of \$100 per occurrence. (§IV.E.1.e)
10. Contractor shall ensure that the equipment and hardware shall operate in a real-time mode, and provide the capability of accepting Citation payments during periods when data communication lines are temporarily inactive. Failure of Contractor's system to transfer transactions to the processing database within fifteen (15) minutes after data communication lines are restored will result in a credit to the SFMTA of \$100 per 15-minute period of delay. (§IV.H)

D. Maintenance of Records

1. Audit Trail

Failure to produce any documentation of Citation payment history instantly upon SFMTA request will result in a credit to SFMTA of \$25 per occurrence and an additional \$50 credit for each additional Business Day. (§ IV.I.4)

2. Back-up Software

Failure of Contractor to provide a duplicate file or back-up of PCPS software Within ten (10) Business Days after the end of each quarter during the term of the Contract and within one month after default of the Contract will result in a credit to the SFMTA of \$1,000 per Business Day delay. (§IV.C.7)

E. Payment Processing

1. Processing of Funds

Failure to make deposits within one Business Day will result in a credit to SFMTA of \$500 plus the calculated loss in actual interest rate for the time period of delay. (§ IV.I.2)

2. Lockbox Payment Processing

- a. Failure to make the two (2) required mail pickups per Business Day on any given workday will result in a \$500 credit to SFMTA per occurrence. (§ IV.I.2.a)
- b. Failure to enter each batch of payments into the system within twenty-four (24) hours of receipt or no later than the end of the next Business Day, whichever is greater, will result in a credit to the SFMTA of \$1,000 per occurrence. (§IV.I.2.b)
- c. Failure of Contractor to maintain a 97% level of accuracy per month for all data entry of lockbox payments inputted by Contractor will result in a credit to the SFMTA of \$5,000 per one (1) percent drop, per Business Day. (§IV.I.2.c)
- d. Failure of Contractor to ensure that all payment documents received via mail and processed are copied and archived for a minimum of five (5) years, and that documents are stored in a manner that permits retrieval within one (1) Business Day of request will result in a credit to the SFMTA of \$250 per Business Day delay (§IV.I.2.a)

F. Reconciliation of Monies

Failure to reimburse any shortage daily will result in an additional credit to SFMTA in the amount of 25% of the shortage amount. (§ IV.J.5)

G. Data Collection

1. Status of Protested Citations

Failure of Contractor's system to accurately display all information associated with the status of a Citation subject to Protest will result in a credit to SFMTA of \$1,000 per incident. (§ IV.E.5)

2. Data Accuracy

Failure to maintain a 97% level of accuracy for each day's data entry for new Citations will result in a credit of \$500 per day for each Business Day that will be deducted from the Contract's charges. (§ IV.L.2.c)

3. Error Correction

Failure to repair or correct any malfunctions and errors that impact the collection of revenues by SFMTA within two (2) Business Days of receipt of notice from the SFMTA will render Contractor liable for any loss of revenue that has been caused by the default. (§ VI.C.3)

H. Additional Systems within the PCPS

1. Abandoned Vehicle Tracking System (AVTS)

- a. Failure of Contractor to mail a notice to the Registered Owner and legal lien holder of an abandoned vehicle within 48 hours of identification (excluding weekends and holidays) will result in a credit to the SFMTA of \$ 100 per occurrence per business day delay. (§ IV.L.1)
- b. Failure of Contractor to have the AVTS in place as defined in the Agreement within 90 days of SFMTA approval of specifications will result in a credit to the SFMTA of \$1,000 per Business Day of delay, unless arrangements for an extension are made and documented with SFMTA prior to the deadline. (§ IV.L.1.a)
- c. Failure of Contractor to provide a report describing AVTS reporting capabilities to the SFMTA within 90 days after the Effective Date of the Agreement will result in a credit to the SFMTA of \$1,000 per Business Day delay. (§ IV.L.1.b)

2. Image Management System (IMS)

- a. Failure to provide an Image Management System within 90 days of the Effective Date of the Agreement will result in a credit to SFMTA of \$100 per Business Day of delay unless written approval from SFMTA for the delay is secured before the provision has passed its deadline date. (§IV.L.3)
- b. Failure of the Image Management System to retain up to five (5) years of manually entered records online will result in a credit to SFMTA of \$1,000 per calendar day not available. (§IV.L.3)
- c. Failure of the Image Management System to provide retrieval of images from Contractor's network to the SFMTA network within ten (10) seconds using SFMTA's WAN, will result in a credit to SFMTA of \$100 per incident. (§IV.L.3)

3. Automated Telephone Answering System (ATAS)

Failure of Contractor to provide an implementation plan within 30 days of receipt of requirements, or to provide the system within 180 days of SFMTA's acceptance of the implementation plan. ATAS will result in a credit to the SFMTA of \$1,000 per Business Day delay. (§ IV.L.4)

4. Pay-by-Web System (PWS)

Failure of Contractor to provide an implementation plan within 30 days of receipt of requirements or to provide the system within 180 days of SFMTA's acceptance of the implementation plan will result in a credit to the SFMTA of \$1,000 per day delay. (§IV.L.5)

5. Pay-by-Phone System (PPS)

Failure of Contractor to confirm all pay-by-phone transactions and transfer of funds within twenty-four (24) hours will result in a credit to the SFMTA of \$500 plus the actual interest rate accrued for the time period of delay. (§IV.L.6)

6. Parking Information Website (PIW)

Failure of Contractor to provide modifications to the PIW will result in a credit to the SFMTA of \$500 per Business Day delay. (§IV.L.7)

I. Hardware and CMSCPS Requirements

1. Workstation Operational Performance

If Contractor fails to meet the defined workstations response time requirement between Contractor's network and the SFMTA network of an average of three (3) seconds for more than 2 hours in any one-week calendar period, SFMTA shall be entitled to a credit against Contractor's monthly system charges as follows: (§ VI.C.1)

- b. Greater than (>) three minutes but less than (<) 20 minutes = \$1,000 per hour
- c. 20 minutes or greater, but < 60 minutes = \$5,000 per hour

2. Transition to Web-based Applications

Failure of Contractor to transition CPSCMS and associated applications to web-based versions within one (1) year of the Effective Date of the Agreement shall result in a credit to the SFMTA of \$1,000 per Business Day of delay. (§VI.A)

3. Backup Connection

Failure of Contractor to establish an ISDN backup connection within five (5) minutes of receipt of notification from the SFMTA that any data circuit is inoperable will result in a credit to SFMTA of \$1,000 per working day of delay. (§VI.C.2)

3. Technical Support through Contractor's Network Operations Center

Failure of Contractor to promptly resolve at least 90 percent of all incoming calls through the NOC and diagnose an additional five percent of the calls that Contractor refers to equipment or facilities vendors will result in a credit to SFMTA of \$500 per incident. (§VI.D.1)

J. Training

- 1. Failure of Contractor to provide end-user manuals to the satisfaction of the SFMTA within 90 days of the Effective Date of the Agreement will result in a credit to the SFMTA of \$500 per Business Day of delay. (§VI.D.3.b.i)
- 2. Failure of Contractor to provide functional manuals to the satisfaction of the SFMTA within 180 days of the Effective Date of the Agreement will result in a credit to the SFMTA of \$500 per Business Day of delay (§VI.D.3.b.ii)

3. Failure to provide quarterly notice of Training Plan reviews to SFMTA within 30 days after each quarter will result in a credit to SFMTA of \$500 per occurrence. (§VI.D.3.b.iii)

K. Special Collections

1. Failure to produce a Collection Plan within 90 days of the Effective Date of the Agreement will result in a credit to the SFMTA of \$250 per Business Day not received, unless prior written approval for delay is granted by SFMTA. (§ V.B)
2. Failure of Contractor to implement new components to the Collection Plan within 90 days of request and approval by the SFMTA will result in a credit to the SFMTA of \$500 per Business Day not implemented. (§ V.B)
3. Failure of Contractor to provide a local telephone number and a toll-free number staffed by sufficient Customer service representatives to answer at least 96% of all calls per day within six (6) rings, between the hours of 8 a.m. and 5 p.m. on Business Days, unless otherwise directed by the SFMTA will result in a credit to the SFMTA of \$100 per Business Day. (§ V.F.1)
4. Failure of Contractor respond to written inquiries submitted by Customers within ten (10) Business Days of receipt will result in a credit to the SFMTA of \$100 per occurrence. (§ V.F.2)
5. Failure of Contractor to enter into PCPS and forward any requests for Administrative Review or Hearing for Citations issued to out-of-state vehicles to the SFMTA within two (2) Business Days will result in a credit to the SFMTA of \$100 per occurrence. (§ V.G)
6. Failure of Contractor to ensure that archived records can be retrieved and restored to the active PCPS database within seven (7) Business Days of request will result in a credit to the SFMTA of \$100 per Business Day delay. (§ V.H)
7. Failure of Contractor to produce special collections reports will result in a credit to SFMTA of \$500 per occurrence per Business Day not received, unless prior written approval for delay is granted by SFMTA. (§ V.J)

L. Noticing

1. Failure of Contractor to complete modifications to pre-printed forms within thirty (30) calendar days after final written approval by the SFMTA will result in a credit to the SFMTA of \$250 per Business Day delay. (§ VIII.F)
2. Failure to provide summary data for standard notice runs and detailed information for each notice within the preceding twelve (12) months within one (1) Business Day of SFMTA's request will result in a credit to SFMTA of \$250 per calendar day of delay. (§ VIII.I)
3. Failure to provide any standard noticing management report within the deadlines established by the Contract will result in a credit to the SFMTA of \$100 per calendar day of delay. (§ VIII.F)

APPENDIX B Calculation of Charges

I. Per Citation Fee

SFMTA will pay the Contractor a per citation fee for as noted in the table below for services stipulated in Appendix A, Sections II, III, IV, VI and VIII :

Citations processed per year	Year 1	Year 2	Year 3	Year 4	Year 5
First 1.5 million	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (1.75 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2.25 million)	\$2.601	\$2.601	\$2.601	\$2.601	\$2.601
Next 250,000 (2.5 million)	\$2.340	\$2.340	\$2.340	\$2.340	\$2.340
Next 250,000 (2.75 million)	\$1.872	\$1.872	\$1.872	\$1.872	\$1.872
Above 2.75 million	\$1.497	\$1.497	\$1.497	\$1.497	\$1.497

II. Special Collections Fee

SFMTA will pay the Contractor a 34% Special Collections contingency fee for services as stipulated in Appendix A, Section V–Special Collections System.

	Special Collections Fee
Year 1	34%
Year 2	34%
Year 3	34%
Year 4	34%
Year 5	34%

APPENDIX C

Performance Bond
(To be inserted at time of Contract Award)

APPENDIX D

Remaining Payments for Existing Handheld Device Payments as of October 2008

Hardware Buyout	Amount Paid	Cumulative Paid	End of Mo. Bal.	Software Payment <i>The following Payment Schedule applies only if City wishes to continue software licenses</i>
Oct-08	\$16,833	\$941,320	\$68,680	\$5,500
Nov-08	\$16,833	\$958,153	\$51,847	\$5,500
Dec-08	\$16,833	\$974,986	\$35,014	\$5,500
Jan-09	\$16,833	\$991,819	\$18,181	\$5,500
Feb-09	\$16,833	\$1,008,652	\$1,348	\$5,500
Mar-09	\$1,348	\$1,010,000	\$0	\$5,500
Apr-09	\$1			\$5,500
	\$85,514			\$38,5000

APPENDIX E

Remaining Payments for Mobile License Recognition Devices as of October 2008

The following are descriptions of the original agreements, with the remaining payment schedule tables.

Contractor shall provide one AutoVu unit to the SFMTA's Enforcement Division for use in a three-month pilot program, equipped for Scofflaw specific use (i.e., boot and tow activity) to include: hardware, software, delivery, onsite installation, one-year warranty, two days of manufacturer provided onsite training, and annual maintenance in years two through three. This unit will be provided for a three-year period, at no cost to the MTA. Should the agreement be terminated before the three-year period is complete, a prorated lump sum amount will be due in full as detailed in this Appendix B (Chart A below). At the end of the three-year period or the termination of the current agreement and resultant payoff of the balance owed to the Contractor by the City, ownership of the AutoVu unit(s) will transfer to the City.

CHART A – One AutoVu Complete Unit, provided by PRWT for DPT use, Monthly Balance Schedule -- First Unit provided for Scofflaw

Remaining Payments Beginning October 2008	Date	One Complete Unit + Sales Tax + Maintenance (Y2, Y3) Monthly Offset	Maintenance Fee	Cumulative Offset (Balance Adjusted to Include Maintenance Fee)	End of Month Balance (Unit Price = \$86,900+ 8.5% Sales Tax + Maintenance)
Oct-08	TBD	\$3,214.92	\$2,619	\$73,222.92	\$35,364.08
Nov-08	TBD	\$3,214.92	\$2,619	\$76,437.83	\$32,149.17
Dec-08	TBD	\$3,214.92	\$2,619	\$79,652.75	\$28,934.25
Jan-09	TBD	\$3,214.92	\$2,619	\$82,867.67	\$25,719.33
Feb-09	TBD	\$3,214.92	\$2,619	\$86,082.58	\$22,504.42
Mar-09	TBD	\$3,214.92	\$2,619	\$89,297.50	\$19,289.50
Apr-09	TBD	\$3,214.92	\$2,619	\$92,512.42	\$16,074.58
May-09	TBD	\$3,214.92	\$2,619	\$95,727.33	\$12,859.67
Jun-09	TBD	\$3,214.92	\$2,619	\$98,942.25	\$9,644.75
Jul-09	TBD	\$3,214.92	\$2,619	\$102,157.17	\$6,429.83
Aug-09	TBD	\$3,214.92	\$2,619	\$105,372.08	\$3,214.92
Sep-09	TBD	\$3,214.92	\$2,619	\$108,587.00	\$0.00

Should the Enforcement division's use of the first AutoVu unit result in an 8% increase in Scofflaw activity (boot and tow) during the three-month pilot, as measured against DPT logs for the previous 12 months, the Contractor will provide a second AutoVu unit equipped for use as specified by the City. At the end of the three-year period or the termination of the current agreement and resultant payoff of the balance owed to the Contract by the City, ownership of the AutoVu unit(s) will transfer to the City. Should the agreement be terminated before the three-year period is complete, a prorated lump sum amount will be due in full detailed in this Appendix E (Chart B below).

**CHART B – One AutoVu Complete Unit, provided by PRWT for DPT use,
 Monthly Balance Schedule – Second Unit provided for timed parking
 violations**

Remaining Payments beginning October 2008	One Complete Unit + Sales Tax + Maintenance (Y2, Y3) Monthly Offset	Maintenance Fee	Cumulative Offset (Balance Adjusted to Include Maintenance Fee)	End of Month Balance (Unit Price = \$86,900+ 8.5% Sales Tax + Maintenance)
Oct-08	\$3,214.92	\$2,619	\$73,222.92	\$35,364.08
Nov-08	\$3,214.92	\$2,619	\$76,437.83	\$32,149.17
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Mar-09	\$3,214.92	\$2,619	\$89,297.50	\$19,289.50
Apr-09	\$3,214.92	\$2,619	\$92,512.42	\$16,074.58
May-09	\$3,214.92	\$2,619	\$95,727.33	\$12,859.67
Jun-09	\$3,214.92	\$2,619	\$98,942.25	\$9,644.75
Jul-09	\$3,214.92	\$2,619	\$102,157.17	\$6,429.83
Aug-09	\$3,214.92	\$2,619	\$105,372.08	\$3,214.92
Sep-09	\$3,214.92	\$2,619	\$108,587.00	\$0.00

APPENDIX F

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Record Retention and Destruction Policy

The San Francisco Municipal Transportation Agency Record Retention and Destruction Policy is adopted pursuant to Chapter 8 of the San Francisco Administrative Code, which requires each department head to maintain records and create a records retention and destruction schedule. This policy supersedes all previous record retention and destruction policies issued by the San Francisco Municipal Transportation Agency.

This policy covers all records and documents, regardless of physical form or characteristics, which have been made or received by the San Francisco Municipal Transportation Agency in connection with the transaction of public business.

Note: as of the date of the Effective Date of the contract, the Record Retention Schedule is undergoing review by the agency. The document will be attached to this appendix upon completion.

PART I: POLICY AND PROCEDURES

a. RETENTION POLICY

The San Francisco Municipal Transportation Agency shall retain records for the period of their immediate or current use, unless longer retention is necessary for historical reference, or to comply with contractual or legal requirements, or for other purposes as set forth below. For record retention and destruction purposes, the term “record” is defined as set forth in Section 8.1 of the San Francisco Administrative Code. Documents and other materials that do not constitute “records” under that section, including those described below in Category 4, may be destroyed when no longer needed, unless otherwise specified in Part II. The records of the San Francisco Municipal Transportation Agency shall be classified for purposes of retention and destruction as follows:

Category 1: Permanent Retention. Records that are permanent or essential shall be retained and preserved indefinitely.

· Permanent records. Permanent records are records required by law to be permanently retained and which are ineligible for destruction unless they are microfilmed or placed on an optical imaging system, and special measures are followed. Admin. Code Section 8.4. Once these measures are followed, the original paper records may be destroyed. Duplicate copies of permanent records may be destroyed whenever they are no longer necessary for the efficient operation of the San Francisco Municipal Transportation Agency. Examples of permanent records include project files, Board files, internal and external audits and personnel hiring and disciplinary records. Not every department will have permanent records.

· Essential records. Essential records are records necessary for the continuity of government and the protection of the rights and interests of individuals. Admin. Code Section 8.9. Examples of essential records are: Fleet Engineering Records, Accident Records and Grant Awards and Modifications.

Category 2: Current Records. Current records are records that for convenience, ready reference or other reasons are retained in the office space and equipment of the Department. Current records shall be retained as follows:

· Where retention period specified by law. Where federal, state, or local law prescribes a definite period of time for retaining certain records, the San Francisco Municipal Transportation Agency will retain the records for the period specified by law. Examples of records required to be maintained for a specific period are Worker's Compensation Records, grievances and payroll records; e.g., Conflict of Interest Form 700 must be retained 7 years pursuant to Gov. Code §81009(e); Accident-Injury reports must be retained 5 years pursuant to 29 CFR 1404.6.

· Where no retention period specified by law. Where no specific retention period is specified by law, the retention period for records that the department is required to retain shall be specified in the attached Record Retention and Destruction Schedule. Records shall be retained for a minimum of two years, although such records may be treated as "storage records" and placed in storage at any time during the applicable retention period. Examples of current records include: correspondence, schedules and administrative records.

Category 3: Storage Records. Storage records are records that are retained offsite. Storage records are subject to the same retention requirements as current records. Example of storage records include citizen complaints, invoices and payroll correction reports.

Category 4: No Retention Required. Documents and other materials that are not "records" as defined by Admin. Code section 8.1 need not be retained unless retention is otherwise required by local law or by the attached Record Retention and Destruction Schedule. Documents and other materials (including originals and duplicates) that are not otherwise required to be retained, are not necessary to the functioning or continuity of the Department and which have no legal significance may be destroyed when no longer needed. Examples include materials and documents generated for the convenience of the person generating them, draft documents (other than some contracts) that have been superseded by subsequent versions, or rendered moot by departmental action, and duplicate copies of records that are no longer needed. Specific examples include telephone message slips, miscellaneous correspondence not requiring follow-up or departmental action, notepads, e-mails that do not contain information required to be retained under this policy, and chronological files.

With limited exceptions, no specific retention requirements are assigned to documents in this category. Instead, it is up to the originator or recipient to determine when the document's business utility has ended.

b. RECORDS NOT ADDRESSED IN THE RECORD RETENTION SCHEDULE

Records and other documents or materials that are not expressly addressed by the attached schedule may be destroyed at any time provided that they have been retained for the periods prescribed for substantially similar records.

C. STORAGE OF RECORDS

Records may be stored in the San Francisco Municipal Transportation Agency's office space or equipment if the records are in active use or are maintained in the office for convenience or ready reference. Examples of active files appropriately maintained in the San Francisco Municipal Transportation Agency's office space or equipment include active chronological files, research and reference files, legislative drafting files, pending complaint files, administrative files, and personnel files. Inactive records, for which use or reference has diminished sufficiently to permit removal from the San Francisco Municipal Transportation Agency's office space or equipment, may be sent to the City's off-site storage facility or maintained in the SFMTA's storage facility.

D. HISTORICAL RECORDS

Historical records are records that are no longer of use to the SFMTA but which because of their age or research value may be of historical interest or significance. Historical records may not be destroyed except in accordance with the procedures set forth in Administrative Code section 8.7.

c. PENDING CLAIMS AND LITIGATION

The retention periods set forth in the attached record retention schedule shall not apply to materials that are otherwise eligible for destruction, but which may be relevant to a pending claim or litigation against the city. Once the San Francisco Municipal Transportation Agency becomes aware of the existence of a claim against the SFMTA, the SFMTA will retain all documents and other materials related to the claim until such time as the claim or subsequent litigation has been resolved. When the SFMTA has reason to believe that one or more other city departments have records relating to the claim or litigation, those departments will also be notified by the SFMTA of the need to retain such records.

APPENDIX G

Contractor Disaster Plan

To be provided within 60 days of Effective Date of the Agreement.