

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 1, 2013**, in San Francisco, California, by and between **FSP PPM Management, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission**."

RECITALS

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

WHEREAS, the Commission adopted Resolution Number **10-0228** on **July 6, 2010** which authorized the award of said Agreement for the period of **January 1, 2011** through **June 30, 2013**, with three (3) one-year options to renew at the sole and absolute discretion of the Commission; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the agreement, increase the contract amount, modify specific terms of the agreement and update standard contractual clauses; and

WHEREAS, Commission approved this Amendment **Number 1** pursuant to Resolution Number **13-0005** on **January 15, 2013**; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. **548-10**, adopted **November 16, 2010**, approved the contract to Consultant; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. **175-13**, adopted **June 4, 2013**, approved the first of three one-year renewal options to Consultant; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4100-09/10** on **March 15, 2010**; and

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

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated **October 1, 2010** between Contractor and City.

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

2. Section 3. Term of the Agreement is hereby amended by Commission's exercise of its first of three year renewal options by extending the term of the contract for **one year** for a new ending date of **June 30, 2014**.

3. Section 6.1(c). Compensation – Invoicing and Payments of the Agreement is hereby replaced in its entirety to read as follows:

Payments shall be made by City to Contractor at the following address:

ABM Parking Services
1150 S. Olive St., 19th Floor
Los Angeles, CA 90015
ATTN: Yang Yip

4. Section 6.4(b). Compensation - Labor Cost Limitations of the Agreement is hereby replaced in its entirety to read as follows:

(b) The individual direct labor cost rates per job classification are subject to salary administration by Contractor, but in no case are they to be adjusted more than five percent (5%) over the life of this Agreement, including all options to renew, without the prior written approval of the Director or his/her designee.

5. Section 6.5(d). Compensation Reimbursement of Other Direct Costs is hereby replaced in its entirety to read as follows:

(d) City shall reimburse Contractor a maximum of \$2,000 per twelve month period for employee recognition awards. Funds spent in excess of the stated maximum shall only be reimbursable with the prior written approval of the Director or his/her designee.

6. Section 6.5(f). Compensation - Reimbursement of Other Direct Costs is hereby replaced in its entirety to read as follows:

The following items are not eligible for reimbursement under this Agreement: Food and beverages which are not provided as part of an Airport-approved training program, non-office related computer software (including screen savers), and gifts of a personal nature. Director may add to this list as necessary with prior written notice to Contractor.

Per City Executive Directive 07-05, Water purchased in single serving bottles is generally not a reimbursable item. Water in single serving bottles is not reimbursable as a training expense. Contractor is to encourage its employees to refill their own clear plastic bottles with water from the water dispensers located in the Curbside Management Program offices to take with them to their work locations. On days when the air temperature exceeds 85 degrees, Contractor may supply water in single serving clear plastic bottles to employees who cannot leave their work posts to obtain water refills. This water is reimbursable as it is related to maintaining the health and welfare of the Contractor's employees who are working outside in locations without ready access to potable drinking water. To be reimbursed, the distribution of the bottled water must be approved by the Airport Director or designee in writing and this approval must be included in the invoice with the reimbursement request.

7. Section 6.5(g). Compensation - Reimbursement of Other Direct Costs is hereby replaced in its entirety to read as follows:

- i. Reimbursement for expenses incurred in recruiting new non-management employees shall be approved in advance by Director. Such costs are to be reasonable and supported with actual invoices from the provider(s).
- ii. Reimbursement for employee background investigations through the Airport's Security Access Office shall be limited in the first year of the contract to a total not to exceed \$10,000 upon the submittal of receipts. In each subsequent year, reimbursements shall be limited to an amount not to exceed \$1,500 upon the submittal of receipts.
- iii. Reimbursement for Airport employee identification cards shall be limited in the first year of the contract to an amount not to exceed \$10,000 upon the submittal of receipts. In each subsequent year, reimbursements shall not exceed \$1,500 upon the submittal of receipts. However, costs for lost or stolen Airport employee identification cards are not a reimbursable expense.
- iv. Reimbursement for Airport-approved employee name badges shall be limited in the first year of the contract to a total not to exceed \$1,500 upon the submittal of receipts. In each subsequent year, the reimbursement amount shall not exceed \$500 upon the submittal of receipts. However, costs for lost or stolen name badges shall not be a reimbursable expense.
- v. Uniform purchase, rental and cleaning shall be a reimbursable expense for only line and immediate supervisory personnel. Such costs are to be reasonable and supported with actual invoices from the provider(s).
- vi. *Payroll services shall not be a reimbursable expense. However, personnel timekeeping equipment provided by SFO or purchased through this agreement for use by Contractor in staffing the Curbside Management Program, including maintenance of such equipment, shall be reimbursable only if such costs are reasonable and necessary and supported with actual invoices from the provider. Timekeeping equipment provided by Contractor is the sole responsibility of the Contractor and related costs shall not be reimbursable.*
- vii. *City will not reimburse Contractor staff overtime that is not requested with justification in writing by Contractor and approved in writing by Airport Director or his/her designee within one business day of the need for overtime to be worked.*
- viii. Hourly wages and benefits for employees repeating a training course shall not be a reimbursable expense.
- ix. Reimbursement for administrative office telephones will be limited to an annual lease amount of \$5,400 (rental cost of six standard Airport ITT Avaya 8410D phones with local service) or the actual cost of administrative office telephones, whichever is less. Toll, long distance and directory assistance calls are not reimbursable.
- x. Reimbursement for voice mail will be limited to an annual cap of \$1,500 (cost of six standard ITT voice mailboxes) or the actual cost of voice mail, whichever is less.
- xi. City will provide the facsimile machine and the necessary consumables.
- xii. Reimbursement for an analog facsimile phone line will be limited to an annual cap of \$400 (cost of a standard Airport ITT analog data/fax line). Toll and long distance charges shall not be reimbursable expenses.
- xiii. *The purchase of cellular phone or wireless messaging devices requires prior written approval by the Airport Director or his/her designee. If approved, reimbursement for monthly service charges (excluding applicable telecommunications taxes and fees) shall not exceed an average of \$100 per device. Toll, long distance and directory assistance calls are not reimbursable.*
- xiv. Reimbursement for broadband Internet access will be limited to an annual cap of \$1,800 (cost of one Airport ITT broadband Internet data line). Electronic mailbox charges shall not be a reimbursable expense.
- xv. Postage charges for routine certified, first-class and priority mail letters emanating from other offices outside the Airport shall not be a reimbursable expense.

- xvi. Express, next-day, or two-day shipments (e.g., DHL, Federal Express, UPS, etc.) shall not be a reimbursable expense unless it is part of an authorized purchase of equipment or other materials and supplies.
- xvii. One business reply mail certificate for the return of ground transportation customer comment cards and actual postal charges incurred with the returned business reply comment cards shall be a reimbursable expense.
- xviii. Stationary and business cards shall not be a reimbursable expense.
- xix. City will provide and service computers and related peripheral equipment (e.g., printers, monitors, etc.) use for administrative office functions.
- xx. Computer software programs shall not be a reimbursable expense unless approved in advance by Director as City will provide for and maintain basic software for use in the computers (e.g., word processing, spreadsheet, database, operating system, anti-virus, and internet browser).
- xxi. Computer consumables (e.g., laser cartridges, inkjet cartridges, floppy diskettes, paper, ticket cardstock, etc.) shall be reimbursable upon advance approval from the Airport only if said costs are reasonable and purchases were essential.
- xxii. City will provide and service a photocopier, as well as provide toner for said device. However, any other consumables not provided by City may be purchased by Contractor and reimbursable by the Airport only if advance approval was received by the Airport and said costs are reasonable and essential.
- xxiii. Other office equipment, materials and supplies are reimbursable only if such costs are reasonable and have been approved in advance by Director.
- xxiv. Reimbursement for insurance premiums allowable under this Agreement shall be limited to the amounts reasonably allocable to the contract.
- xxv. *Service charges, finance charges, late payment fees, and other fees or fines included on receipts and/or invoices for allowable reimbursable Other Direct Costs that are submitted to City for reimbursement shall not be reimbursable expenses.*

8. Section 6.6. Compensation - Not to Exceed Amount is hereby amended to increase the total compensation payable by an amount not to exceed **\$4,557,975** for the period from July 1, 2013 through June 30, 2014 for a new total not to exceed amount of **\$14,636,814**.

9. Section 9. Submitting False Claims; Monetary Penalties is hereby replaced in its entirety to read as follows:

9. Submitting False Claims; Monetary Penalties.

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

http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca.

A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the

City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

10. Section 23. Rights and Duties upon Termination or Expiration is hereby amended to add the following new section to the list of sections that shall survive termination or expiration of this Agreement:

72. PCI Data Security Standard Requirements for 3rd Party Vendors

11. Section 26. Notices to the Parties is hereby replaced in its entirety to read as follows:

26. 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 e-mail, and shall be addressed as follows:

To City: Elizabeth Mingle,
Senior Transportation Planner
Landside Operations.
SFIA
PO Box 8097
San Francisco, CA 94128-8097,
E-Mail: Elizabeth.Mingle@flysfso.com,
Fax: (650) 821-6508

To Contractor: D. Scott Hutchison
Vice President, ABM
FSP PPM Management, LLC.
45 East Broadway
Salt Lake City, UT 84111
Email: SHutchison@abm.com
Fax: (866) 349-0516

And

Sam Tadesse
FSP PPM Management, LLC
465 California Street, Suite 473
San Francisco, CA 94104
Email: stadesse@pacificparkonline.com
Fax: (415) 434-4455

Any notice of default must be sent by registered mail.

12. **Section 34. Federal Non-Discrimination Provisions** is hereby replaced in its entirety to read as follows:

34. Federal Non-Discrimination Provisions

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

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

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

13. **Section 65. Labor Peace / Card Check Rule** is hereby replaced in its entirety to read as follows:

65. Labor Peace / Card Check Rule. Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or

his / her designee (registered labor organization”), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

14. New Section 72. PCI Data Security Standard Requirements for 3rd Party Vendors is hereby added to the Agreement as follows:

72. PCI Data Security Standard Requirements for 3rd Party Vendors.

a. The provisions set forth in this subsection apply to a Vendor who is a “Service Provider” that either itself, or through a processor, its agent, or subcontractor, stores, processes, handles or transmits cardholder data in any manner. For purposes of this subsection, the term “Cardholder Data” means personally identifiable data about the cardholder (i.e. the plastic card number, card expiration date in combination with the plastic card number, cardholder name in combination with the plastic card numbers, and so on), assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information. For purposed of this section, a “Service Provider” means any person or entity that maintains, processes, transmits or otherwise is permitted access to Cardholder Data, including through its provision of services to City. Customer Information shall include cardholder data and such other customer information as may be defined elsewhere in this Agreement.

(1) Service Provider represents and warrants that it shall implement and maintain Payment Card Industry Data Security Standard Requirements (“PCI Data Security Standard Requirements”) for Cardholder Data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available on the following Internet site; <https://www.pcisecuritystandards.org/>. As evidence of compliance, Service Provider shall provide, when requested, current evidence of compliance with these data security standards certified by a third party authority recognized by the payment card industry for that purpose.

(2) Service Provider shall maintain and protect in accordance with all applicable Federal, state, local, and PCI laws, rules and regulations the security of all Cardholder Data with performing the Services on behalf of City. Service Provider shall use reasonable precautions, including but not limited to, physical, software, and network security measures, employee screening, training, and supervision, and appropriate agreements with employees, to prevent anyone other than City or its authorized employees from monitoring, using, gaining access to, or learning the import of the Cardholder Data; protect appropriate copies of Cardholder Data from loss, corruption, or unauthorized alteration; and prevent the disclosure of passwords and other access control information to anyone other than authorized City employees.

(3) Service Provider shall indemnify, defend, protect, and hold City harmless from and against any and all claims, losses, damages, notices, and expenses, including without limitation, any fines which City may be required to pay, which result from Service Provider’s breach of the provisions of this Section. Without limiting the generality of the foregoing, it is expressly agreed that if City pays any fine in connection with a breach by Service Provider of the provisions of this Section, the foregoing indemnity

obligation shall require Service Provider to reimburse City the full amount of such fine within thirty (30) days of City delivering written notice to Service Provider of City's payment of such fine. Service Provider, at its sole expense, shall fully cooperate with any investigation of any data loss or other breach of Service Provider's obligations under this Section.

b. The use of Cardholder Data is specifically restricted to only those applications directly pertaining to payments, including transaction authentication, or a required by applicable law.

c. If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for Service Provider, Service Provider shall immediately notify City, in the manner required by the PCI Data Security Standard Requirements, and provide City and the acquiring financial institution and their respective designees access to Service Provider's facilities and all pertinent records to conduct and audit of Service Provider's compliance with the PCI Data Security Standard Requirements. Service Provider shall fully cooperate with any audits of their facilities and records provided for in this paragraph. Any costs incurred as a result of the breach or audit shall be the responsibility of Service Provider.

d. Service Provider shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster, or failure of Service Provider's primary data systems.

e. Service Provider's and its successor's and assigns', compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.

f. Destruction of Cardholder Data must be completed in accordance with Section 9 of the PCI DSS.

15. Appendix A, Services to be provided by Contractor, Section 1A. Scope of Work: Taxicab Dispatchers is hereby replaced in its entirety to read as follows:

Taxicab Dispatchers – Contractor will staff and manage the Airport's taxicab dispatching program on the center island of the arrivals level of the Airport Terminals and inside the Airport's Domestic Short Term Parking Garage (Airport Garage). There are a total of seven (7) zones/stations that shall be staffed by Contractor's personnel: 2 at Terminal 1/Non-SF Taxicab, 1 at Terminal 2, 1 at Terminal 3, 1 at the International Terminal, 1 in the Main Taxicab Holding Lot, 1, 1 in the 1st Taxicab Overflow Lot, and 1 at the entry to the Taxicab holding lots. There shall be a minimum of one (1) taxicab dispatcher in the 1st Taxicab Overflow Lot inside the Airport Garage and at each of the taxicab loading zones on the arrivals level of the domestic terminals from 7:00 a.m. to 1:00 a.m. (or 2:00 a.m. upon request by the Airport Director or his/her designee) daily, including weekends and holidays. The Main Taxicab Holding Lot shall be staffed with a minimum of one (1) taxicab dispatcher from 8:00 a.m. to midnight daily including weekends and holidays. The Taxi Lot entry area shall be staffed with a minimum of one (1) taxicab dispatcher from 07:00 a.m. to midnight daily including weekends and holidays. The taxicab loading zone fronting the International Terminal shall be staffed with a minimum of one (1) taxicab dispatcher from 8:00 a.m. to 1:00 a.m. daily including weekends and holidays. Taxicab dispatchers shall also arrange ground transportation services to those with special needs (e.g., physically disabled, visually impaired, and the elderly) upon request. In the event of late flights or other circumstances as determined by Airport staff, dispatchers may be required to work on an overtime basis as needed. Contractor shall prepare written operational procedures for taxicab dispatchers that must be approved by Director or his designee in writing and may be revised periodically as requested by Director or his designee as needs change. Contractor will be required to develop and implement improvements to the taxicab dispatching program upon the written request of Director or his designee.

16. Appendix A, Services to be provided by Contractor, Section 1A. Scope of Work: Security Guards shall be deleted from this Agreement as City did not assign this work to Contractor.

17. Appendix B. Calculation of Charges is hereby amended to increase the total compensation payable by an amount not to exceed **\$4,557,975** for the Fiscal Year 2013-2014 commencing July 1, 2013 for a new total compensation payable in an amount not to exceed **\$14,636,814** and to add the attached Supplemental Calculation of Charges for the one-year option period:

Appendix B-1 / Annual Cost Proposal Summary – FY 13-14 Supplement

Appendix B-2 / Management Fee & Other Direct Cost Schedule Summary – FY 13-14 Supplement

Appendix B-3 / Hourly Salary Ranges Summary – FY 13-14 Supplement

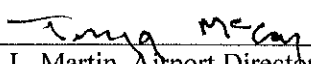


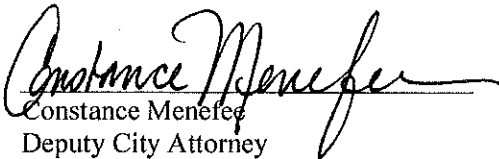
Appendix B-4 / Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 13-14 Supplement

18. Appendix D. Performance Measures is hereby deleted in its entirety and replaced with the attached Appendix D.

19. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2013**.

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

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u></u> John L. Martin, Airport Director	<u></u> Authorized Signature D. Scott Hutchison Printed Name
Attest: By: <u></u> Jean Caramatti, Secretary Airport Commission	Senior Vice President Title FSP PPM Management, LLC Company Name
Resolution No: <u>13-0005</u>	80706 City Vendor Number
Adopted on: <u>January 15, 2013</u>	<u>1150 s Olive Street 19th Floor</u> Address
Approved as to Form: Dennis J. Herrera City Attorney	<u>Los Angeles, CA, 90015</u> City, State, ZIP
By: <u></u> Constance Menefer Deputy City Attorney	<u>801-419-1812</u> Telephone Number <u>27-359 7718</u> Federal Employer ID Number

**APPENDIX B
Calculation of Charges
FY 13-14 Supplement**

Contractor shall be paid an amount not to exceed that stated in the attached Annual Cost Proposal submitted by Contractor and approved by Director for the first year of this Agreement. Any changes to the Annual Cost Proposal require the written approval of Director or his designee.

Included as follows in Appendix B – FY 13-14 Supplement are the following:

Appendix B-1 / Annual Cost Proposal Summary – FY 13-14 Supplement

Appendix B-2 / Management Fee & Other Direct Cost Schedule Summary – FY 13-14 Supplement

Appendix B-3 / Hourly Salary Ranges Summary – FY 13-14 Supplement

Appendix B-4 / Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 13-14 Supplement

Appendix B-1 / Annual Cost Proposal Summary – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM [Airport Funded Program] - July 1, 2013 to June 30, 2014

<u>Direct Labor Costs</u>	<u>Projected Period Hours</u>		<u>Hourly Rates</u>			<u>Period Costs</u>	<u>Total Period Costs</u>
			<u>July - Dec ^</u>	<u>Jan. - June ~</u>			
<u>Program Staff - Classification</u>							
1. Curbside Managers	7,401	x	\$27.02	\$28.37	=	\$ 204,974	
2. Taxi Supervisors	8,490	x	\$22.41	\$23.08	=	\$ 193,134	
3. Limo/Van Supervisors	8,490	x	\$19.47	\$20.25	=	\$ 168,594	
4. Taxi Dispatchers	64,203	x	\$19.32	\$19.89	=	\$ 1,258,715	
5. Van Coordinator	0	x	\$15.69	\$16.16	=	\$ -	
6. Limo Monitor	3,401	x	\$15.69	\$16.16	=	\$ 54,171	
7. Smartcard Administrative Asst.	5,083	x	\$20.39	\$20.39	=	\$ 103,633	
8. Cashier Supervisor (30 Day Max.)	542	x	\$25.13	\$25.89	=	\$ 13,826	
9. Taxi Cashiers (30 Day Max.)	2,232	x	\$21.68	\$22.33	=	\$ 49,122	
10. Assistant General Manager	2,090	x	\$34.66	\$34.66	=	\$ 72,438	
						Subtotal	\$ 2,118,608
<u>Fringe Benefits</u>							
<u>Payroll Taxes</u>							
						\$	192,792
						\$	34,022
						\$	156,250
Health Insurance						\$	339,509
Disability Insurance						\$	-
Life/Accident Insurance						\$	7,440
Compensated Leave						\$	401,548
Pension						\$	142,021
						Subtotal	\$ 1,273,581
<u>Other Direct Costs</u>							
						Subtotal	\$ 432,876
<u>Management Fee</u>							
						Subtotal	\$ 732,911
Total Airport Funded Proposal						\$	4,557,975

Notes:

^ Current Union CBAs expire December 31, 2013.

~ New Union contract starts January 1, 2014. The contract has not yet been negotiated and salary and benefit cost changes are not known at this time.

For Budgeting an average of 3% hourly wage increases were assumed.

Appendix B-2 / Management Fee & Other Direct Cost Schedule Summary – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM [Airport Funded Program] - July 1, 2013 to June 30, 2014

Page 1 of 2

Salaries- Curbside Management Program On-Site Management Staff

	Annual Salary		Period Fee Componets
<u>1 General Manager</u>	\$ 95,000		
		Subtotal	\$ 95,000

Fringe Benefits- Curbside Management Program On-Site Management Staff

Payroll Taxes

FICA	\$ 7,268		
FUTA	\$ 760		
SUI	\$ 5,890		
Health Insurance	\$ 5,484		
Disability Insurance	\$ -		
Life/Accident Insurance	\$ 330		
Compensated Leave	\$ -		
Pension	\$ 2,850		
		Subtotal	\$ 22,581

Required Insurance

Workers Compensation - Airport Funded	\$ 122,543		
Workers Compensation - Van Coordinators	\$ 75,764		
Commercial General Liability* (includes Van Budget Costs)	\$ 13,031		
Business Auto Liability* (includes Van Budget Costs)	\$ 8,833		
		Subtotal	\$ 220,170

Overhead & Profit ^

Overhead & Profit- Van Operations	\$ 145,391
Overhead & Profit- Airport Funded	\$ 249,769

TOTAL CALCULATED ANNUAL MANAGEMENT FEE **\$ 732,911**

Monthly Management Fee **\$ 61,075.94**

Notes:

^ Profit reduced to 6% per the contract

Appendix B-2 / Management Fee & Other Direct Cost Schedule Summary – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM [Airport Funded Program] - July 1, 2013 to June 30, 2014
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Other Direct Costs- Itemized List

Airport ID Badges (1)	\$ 1,650.00
Fingerprints	\$ 2,200.00
Background investigations	\$ 2,750.00
Broadband Internet Connection (1)	\$ 1,980.00
Business Reply Postage Fees-Customer Feedback Cards	\$ 1,210.00
Computer Software	\$ 660.00
Fax Line (1)	\$ 440.00
Materials & Supplies (Includes Computer Consumables)	\$ 12,705.00
Name Badges (1)	\$ 580.00
Office Equipment	\$ 1,320.00
Postage (1)	\$ 1,100.00
Radio Equipment and Service/Maintenance Agreement	\$ 8,910.00
Recruitment (Excluding Management Staff)	\$ 3,630.00
Telephone Equipment & Service (1)	\$ 6,600.00
Telephone Voice Mail	\$ 1,870.00
Cellular phones (4)	\$ 12,430.00
Ticket/Form Printing (Excluding Letterhead/ Business Cards) (1)	\$ 30,360.00
Uniform Purchase, Rental & Cleaning (Line & Supervisory Staff Only)(1)	\$ 17,050.00
Vehicle Leases	\$ 6,600.00
Vehicle Operating and Maintenance Costs (Except Insurance)	\$ 7,040.00
Service Incentive Program (1)	\$ 1,925.00
Professional Services for Customer Service Training	\$ 13,420.00
Mystery Shopper Expenses *	\$ 21,890.00
Cubic Contract	\$ 38,500.00
Ventek Contract	\$ 19,250.00
TMS/GTMS System	\$ 100,000.00
Other Costs Not Specifically Excluded by the Contract	\$ 116,806.00
Other Outside Services	\$ -
	TOTAL OTHER DIRECT COSTS: \$ 432,876.00

Notes:

(1) Reimbursements are limited. See RFP for additional details.

* Given the significance of the Mystery Shop Program we have added a line item in the budget.

Appendix B-3 / Hourly Salary Ranges Summary – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM [Airport Funded Program] - July 1, 2013 to June 30, 2014

<u>Management Position</u>	<u>Rate (1) (2)</u>		<u>Basis</u>	<u>OT Status</u>
	July - Dec	Jan. - June		
1. General Manager	\$ 47.04	\$ 47.04	Salary	Exempt
<u>Staff Position</u>				
1. Curbside Managers	\$ 27.02	\$ 28.37	Salary	Exempt
2. Taxi Supervisors	\$ 22.41	\$ 23.08	Hourly	Non-Exempt
3. Limo/Van Supervisors	\$ 19.47	\$ 20.25	Hourly	Non-Exempt
4. Taxi Dispatchers	\$ 19.32	\$ 19.89	Hourly	Non-Exempt
5. Van Coordinator	\$ 15.69	\$ 16.16	Hourly	Non-Exempt
6. Limo Monitor	\$ 15.69	\$ 16.16	Hourly	Non-Exempt
7. Smartcard Administrative Asst.	\$ 20.39	\$ 20.39	Hourly	Non-Exempt
8. Cashier Supervisor (30 Day Max.) (5)	\$ 25.13	\$ 25.89	Hourly	Non-Exempt
9. Taxi Cashiers (30 Day Max.)	\$ 21.68	\$ 22.33	Hourly	Non-Exempt
10. Assistant General Manager	\$ 34.66	\$ 34.66	Salary	Exempt

NOTES

- (1) Rate for all hourly and non-exempt positions includes overtime factor and subject to collective bargaining agreements.
- (2) Rate shown is an average and can vary by seniority pursuant to collective bargaining agreements.
- (3) For OT Status, Exempt - No Overtime Paid to Employee and Non-Exempt - Eligible for Paid Overtime.
- (4) There will be new CBAs negotiated by the Contractor effective January 1, 2014 and as such the labor rates may change during the contract term and may be amended without a formal modification of the contract.
- (5) Cashier Supervisor Rate = Taxi Cashier + 15%

Appendix B-4 / Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM [Non- Airport Funded Program] - July 1, 2013 to June 30, 2014
 Page 1 of 2

<u>Direct Labor Cost Charged to Door-to-Door Van Operators</u>	<u>Projected Period Hours</u>		<u>Hourly Rates*</u>		<u>Period Costs</u>	<u>Total Period Costs</u>
<u>Program Staff- Classification</u>			July - Dec ^	Jan. - June ~		
1. Van Coordinator	94,454	x	\$15.69	\$ 16.16	= \$ 1,504,397	Subtotal: \$ 1,504,397
Fringe Benefits						
<u>Payroll Taxes</u>						
					\$ 128,737	
					\$ 22,718	
					\$ 104,336	
Health Insurance					\$ 350,798	
Disability Insurance					\$ -	
Life/Accident Insurance					\$ 4,488	
Compensated Leave					\$ 178,444	
Pension					\$ 71,027	
						Subtotal: \$ 860,549
Other Direct Cost Charged to Shared Ride Van Operators						\$ 48,230
Management Fee Charged to Shared Ride Van operators, Including Overhead & Profit (Included in Airport-Funded ACP)						\$ -
Premiums-Non Airport Funded Portion Only						
<u>Required Insurance</u>						
Workers Compensation (Included in Airport-Funded ACP)					\$ -	
Commercial General Liability**					\$ -	
Business Auto Liability**					\$ -	
						Subtotal: \$ -
					Contingency	\$ 10,000.00
						Total Non-Airport Funded Proposal \$ 2,423,176

Notes:

^ Current Union CBAs expire December 31, 2013.

~ New Union contract starts January 1, 2014. The contract has not yet been negotiated and salary and benefit cost changes are not known at this time.

For Budgeting an average of 3% hourly wage increases were assumed.

* Includes OT premium

** Commercial General Liability Costs of \$6,205 and Business Auto Liability Costs of \$4,206 are in the Airport Funded proposal per SFO staff

Appendix B-4 / Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 13-14 Supplement
CURBSIDE MANAGEMENT PROGRAM (Non- Airport Funded Program) - July 1, 2013 to June 30, 2014
 Page 2 of 2

<u>Other Direct Costs- Itemized List</u>	<u>Period Fee Components</u>
New Hire Training	\$ 2,756.25
Professional Development and Training	\$ 2,756.25
Service Incentive Program	\$ 1,323.00
Drug Test, Background Checks and Physicals	\$ 4,410.00
SFO ID Badges	\$ 1,653.75
Name Badges	\$ 330.75
Uniform Purchase/Rental/Cleaning	\$ 25,000.00
Radio purchase/repair	\$ 10,000.00
	\$ -
	\$ -
TOTAL OTHER DIRECT COSTS [Charged to Shared Ride Van Operators]:	\$ 48,230.00

Notes:

(1) Reimbursements are limited. See Contract for additional details.

**APPENDIX D
PERFORMANCE MEASURES**

The following standards will be among those used by Director to evaluate the performance of the Airport's Curbside Management Program at San Francisco International Airport commencing with the new agreement effective July 1, 2013. Summary and documentation of Performance Measures will be submitted to Landside Operations Quarterly for the previous quarter. Note that additional performance standards may be established by Director as set forth in any future contract amendments.

The overall goal for the Contractor is to score an overall average of 3.0 out of 5.0.

1. Contractor will strive to run an operation that has zero lost time injuries in each Fiscal Year utilizing the OSHA Form 300.

<i>5 Points (Excellent)</i>	<i>No Lost Time Injuries per Fiscal Year</i>
<i>4 Points (Above Average)</i>	<i>One Lost Time Injury per Fiscal Year</i>
<i>3 Points (Average)</i>	<i>Two Lost Time Injuries per Fiscal Year</i>
<i>2 Points (Below Average)</i>	<i>Three Lost Time Injuries per Fiscal Year</i>
<i>1 Point (Poor)</i>	<i>Four Lost Time Injuries per Fiscal Year</i>
<i>0 Points (Very Poor)</i>	<i>Five or More Lost Time Injuries per Fiscal Year</i>

2. Contractor will maintain an active Safety Committee, conduct monthly Safety Committee meetings, report and document safety hazards as they are identified, and document the resolution of all hazards each Fiscal Year.

<i>5 Points (Excellent)</i>	<i>All Monthly Safety Committee Meetings Conducted and Documented as Scheduled each Fiscal Year</i>
<i>2 Points (Below Average)</i>	<i>One or Two Monthly Safety Committee Meetings Not Conducted and Documented as Scheduled each Fiscal Year</i>
<i>0 Points (Very Poor)</i>	<i>Three or More Monthly Safety Committee Meetings Not Conducted and/or Documented as Scheduled each Fiscal Year</i>

3. Contractor shall strive to provide excellent customer service to all passengers seeking ground transportation using the Airport's Curbside Management Program and receive a minimal number of passenger complaints throughout each Fiscal Year.

<i>5 Points (Excellent)</i>	<i>Average of Zero to Three Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>
<i>4 Points (Above Average)</i>	<i>Average of Four to Seven Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>
<i>3 Points (Average)</i>	<i>Average of Eight to Eleven Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>
<i>2 Points (Below Average)</i>	<i>Average of Twelve to Fifteen Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>
<i>1 Point (Poor)</i>	<i>Average of Fourteen to Seventeen Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>
<i>0 Points (Very Poor)</i>	<i>Average of Eighteen or More Valid Passenger Complaints Received Each Quarter per Fiscal Year</i>

4. Contractor will ensure that new employees receive the required initial training and point of service training for their position before being assigned to a solo work shift on the curb. All new employee training and status shall be documented and updated regularly when conditions change.

5 Points (Excellent) All New Employees Received the Required Training during Fiscal Year

0 Points (Very Poor) One or More New Employees Did Not Receive the Required Training Before Being Assigned a Solo Work Shift during Fiscal Year.

5. Recurrent annual employee customer service training to occur during the third quarter of the Fiscal Year. All recurrent training and status shall be documented and updated regularly when conditions change.

5 Points (Excellent) Customer Service Training of All Employees Conducted and Documented as Scheduled

2 Points (Below Average) Customer Service Training Conducted and Documented as Scheduled, but not all Employees Attended, unless there were Extenuating Circumstances Approved by Airport Director or his/her designee.

0 Points (Very Poor) Customer Service Training not Conducted and/or Documented as Scheduled.

6. Curbside Management Program management will conduct weekly supervisory and management meetings, the topics of which will be documented and set forth quarterly. Regularly scheduled meetings that fall on a holiday are exempted.

5 Points (Excellent) All Scheduled Meetings Held and Documented each quarter per Fiscal Year

4 Points (Above Average) One or Two Scheduled Meeting Missed or not Documented each quarter per Fiscal Year

3 Points (Average) Three or Four Scheduled Meetings Missed or not Documented each quarter per Fiscal Year

2 Points (Below Average) Five or Six Scheduled Meetings Missed or not Documented each quarter per Fiscal Year

1 Point (Poor) Seven or Eight Scheduled Meetings Missed or not Documented each quarter per Fiscal Year

0 Points (Very Poor) Nine or More Scheduled Meetings Missed or not Documented each quarter per Fiscal Year

7. Curbside Management Program management will provide and document on-going communications between Curbside Management Program team members and management personnel, which may included Changes in Standard Operating Procedures, Posted Memorandums, Individual Informal retraining documented in training logs and Shift Reports, Shift Bid Documentation, Disciplinary Grievance Log, and a Summary of Employee Annual Appraisal Scores (in the 2nd quarter of the Fiscal Year.).

5 Points (Excellent) Documentation of On-Going Communications between Management and Team Members Provided each Quarter during the Fiscal Year

- 0 Points (Very Poor)* *No Documentation of On-going Communications between Management and Team Members Provided each Quarter during the Fiscal Year.*
8. Curbside Management Program management will provide documentation of on-going employee customer service training and communications between Management and team members.
- 5 Points (Excellent)* *Documentation of On-Going Employee Customer Service Training and Communications between Management and Team Members Provided each Quarter.*
- 0 Points (Very Poor)* *Documentation of On-going Employee Customer Service Training and Communications between Management and Team Members not Provided each Quarter.*
9. Contractor shall provide all staff with adequate training in preparing and/or reviewing written incident reports. Clear and well-written incident reports shall be submitted weekly to Landside Operations, after review by Contractor.
- 5 Points (Excellent)* *All Reports Reviewed by Contractor and All Valid Reports Transmitted to Landside Operations within One Week of the Date of the Incident per Quarter during the Fiscal Year*
- 4 Points (Above Average)* *One to Five Valid Reports Missed by Contractor and Not Transmitted to Landside Operations within One Week of the Date of the Incident per Quarter during the Fiscal Year*
- 3 Points (Average)* *Six to Ten Reports Missed by Contractor and Not Transmitted to Landside Operations within One Week from the Date of the Incident per Quarter during the Fiscal Year*
- 2 Points (Below Average)* *Eleven to Fifteen Valid Reports Missed by Contractor and Not Transmitted to Landside Operations within One Week of the Date of the Incident per Quarter during the Fiscal Year*
- 1 Point (Poor)* *Sixteen to Twenty Valid Reports Missed by Contractor and Not Transmitted to Landside Operations within One Week of the Date of the Incident per Quarter during the Fiscal Year*
- 0 Points (Very Poor)* *Twenty-One or More Valid Reports Missed By Contractor and Not Transmitted to Landside Operations within One Week of the Date of the Incident per Quarter during the Fiscal Year.*
10. Curbside Management Program management is expected to be extremely prudent with any and all funds received by the Airport to staff and manage the Curbside Management Program.
- 5 Points (Excellent)* *Billed expenditures for the Fiscal Year are 10.00% or more below the budget agreed upon between Contractor and City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport*
- 4 Points (Above Average)* *Billed expenditures for the Fiscal Year are between 5.00% and 9.99% or more below the budget agreed upon between Contractor and City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport*
- 3 Points (Average)* *Billed expenditures for the Fiscal Year are between 0.00% and 4.99% below the budget agreed upon between Contractor and*

- 2 Points (Below Average)* *City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport
Billed expenditures for the Fiscal Year are between 0.99% and 4.99% above the budget agreed upon between Contractor and City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport*
- 1 Point (Poor)* *Billed expenditures for the Fiscal Year are between 5.00% and 9.99% above the budget agreed upon between Contractor and City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport*
- 0 Points (Very Poor)* *Billed expenditures for the Fiscal Year are 10.00% or more above the budget agreed upon between Contractor and City as set forth in the Annual Cost Proposal excluding any special budget requests from the Airport*