

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Parking and Traffic

BRIEF DESCRIPTION:

Approving various routine traffic and parking modifications as consent calendar items per the attached resolution.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO _____ Maxine Louie

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

To approve various routine traffic and parking modifications.

GOAL

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

- Goal 1 - Customer Focus: To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy
Objective - 1.1 - Improve safety and security across all modes of transportation
- Goal 2 - System Performance: To get customers where they want to go, when they want to be there
Objective 2.4 - Reduce congestion through major corridors
Objective 2.5 - Manage parking supply to align with SFMTA and community goals

ITEMS:

- A. ESTABLISH - TOW-AWAY NO PARKING ANYTIME - Natoma Street, both sides, between 1st and Fremont Streets. **PH 1/9/09 Requested by SFFD**
- B. ESTABLISH - PART-TIME BUS ZONE, 6 AM TO 7 PM, SUNDAY - Steuart Street, west side, from Mission Street to 89-feet southerly (extends the hours of the existing part-time bus to include Sundays). **PH 1/9/09 Requested by SFMTA**
- C. ESTABLISH - 90-DEGREE ANGLE PARKING - Fairfax Avenue, 1500 block, both sides. **PH 1/9/09 Requested by Resident**
- D. ESTABLISH - 2-HOUR PARKING TIME LIMIT, 7 AM - 6 PM, MONDAY THROUGH FRIDAY - 3rd Street, west side, from Galvez Avenue, to 115 feet northerly; 3rd Street, west side, from Innes Avenue to 185 feet northerly. **PH 1/9/09 Requested by Resident**
- E. ESTABLISH - STOP SIGNS - Sargent Street at Byxbee Street, making this intersection all-way STOP controlled; Dwight Street at Bowdoin Street, making this intersection p all-way STOP controlled. **PH 1/9/09 Requested by Residents**
- F. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "I" AND "Z" (BUFFER ZONE) (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - 22nd Street, both sides, between Guerrero and Fair Oaks Streets (3410-3440). **PH 1/9/09 Requested by Resident**
- G. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "U" (2-HR TIME LIMIT, 8 AM TO 5 PM, MONDAY THROUGH FRIDAY) - 1597 and 1599 Howard Street, between 11th and 12th Streets. (Includes specific addresses only; signs will not be posted on the street, but residents will be eligible for permits). **PH 1/9/09 Requested by Resident**
- H. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "Z" AND "S" (BUFFER

- ZONE) (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - Elizabeth Street, both sides, between Church and Vicksburg Streets (300-349 block). **PH 1/9/09 Requested by Resident**
- I. ESTABLISH - TOW-AWAY NO STOPPING ANYTIME - Acton Street, south side, from Mission Street easterly (a 20-foot zone); Sickles Avenue, north side, from Mission Street westerly (a 22-foot zone); Acton Street, north side, from Mission Street to 80 feet east (replaces existing No Parking Anytime regulation). **PH 1/9/09 Requested by Resident**
- J. FLAG STOP - RESCIND - Geneva Avenue, north side, just east of the driveway of 1651 Geneva Avenue (John McLaren Park). **PH 1/9/09 Requested by SFMTA**
- K. ESTABLISH - BUS ZONE - Geneva Avenue, north side, from the driveway of 1651 Geneva Avenue (John McLaren Park) to 100 feet easterly. **PH 1/9/09 Requested by SFMTA**
- L. RESCIND - TOW-AWAY NO STOPPING 6 AM TO 10 AM, 3 PM TO 7 PM, MONDAY THROUGH FRIDAY - Ulloa Street, north side, between Lenox Way and Wawona Street. **PH 1/9/09 Requested by SFMTA**
- M. ESTABLISH - MUNI BUS ZONE - Ulloa Street, north side, from Lenox Way to 60 feet westerly. **PH 1/9/09 Requested by SFMTA**
- N. ESTABLISH - PASSENGER LOADING ZONE DURING LIBRARY HOURS - Ulloa Street, north side, from 60 to 80 feet west of Lenox Way. **PH 1/9/09 Requested by SFMTA**
- O. RESCIND - RESIDENTIAL PERMIT PARKING AREA "T" (4-HR TIME LIMIT, 8 AM TO 3 PM, MONDAY THROUGH FRIDAY) AND ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "T" (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - Hernandez Avenue, both sides, between Laguna Honda Boulevard and Woodside Avenue (1-99 block). **PH 1/9/09 Requested by Resident**
- P. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "L" (2-HOUR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - Third Avenue, both sides, between Balboa and Cabrillo Streets (600 Block). **PH 1/9/09 Requested by Resident**
- Q. ESTABLISH - BLUE ZONE - "598" Frederick Street, from 0-feet to 21-feet west of west side of east crosswalk (21-foot zone); and "399" Berry Street, from 0-feet to 22-feet east of east crosswalk (22-foot zone). **PH 12/19/09 Requested by Residents**
- R. ESTABLISH - BLUE ZONES - "3865" Sacramento Street, from approximately 160-feet to 178-feet east of Cherry Street (18-foot zone); "3865" Sacramento Street, from 187-feet to 205-feet east of Cherry Street (18-foot zone); and "3865" Sacramento Street, from 214-feet to 232-feet east of Cherry Street (18-foot zone). *Note: The proposed blue zones are to correspond with 3 new handicap ramps.* **PH 12/19/09 Requested by Reilly & Company**
- S. REVOKE - (NON-COMPLIANT) BLUE ZONES - 3800 Sacramento Street, from 12-feet to 57-feet west of Maple Street, (45-foot zone); and "3798" California Street, from 3-feet to 23-feet west of Cherry Street (20-foot zone). **PH 12/19/09 Requested by Reilly & Company**
- T. ESTABLISH - BLUE ZONE - "239" Day Street, approximately 11-feet to 23-feet east of handicap ramp (12-foot zone). *Note: This zone will correspond with length of angled parking stall.* **PH 12/19/09 Requested by SF RecPark**

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency has received a request, or identified a need for traffic modifications as follows:

- A. ESTABLISH - TOW-AWAY NO PARKING ANYTIME - Natoma Street, both sides, between 1st and Fremont Streets.
- B. ESTABLISH - PART-TIME BUS ZONE, 6 AM TO 7 PM, SUNDAY - Steuart Street, west side, from Mission Street to 89-feet southerly (extends the hours of the existing part-time bus to include Sundays).
- C. ESTABLISH - 90-DEGREE ANGLE PARKING - Fairfax Avenue, 1500 block, both sides.
- D. ESTABLISH - 2-HOUR PARKING TIME LIMIT, 7 AM - 6 PM, MONDAY THROUGH FRIDAY - 3rd Street, west side, from Galvez Avenue, to 115 feet northerly; 3rd Street, west side, from Innes Avenue to 185 feet northerly.
- E. ESTABLISH - STOP SIGNS - Sargent Street at Byxbee Street, making this intersection all-way STOP controlled; Dwight Street at Bowdoin Street, making this intersection all-way STOP controlled.
- F. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "I" AND "Z" (BUFFER ZONE) (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - 22nd Street, both sides, between Guerrero and Fair Oaks Streets (3410-3440).
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- H. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "Z" AND "S" (BUFFER ZONE) (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - Elizabeth Street, both sides, between Church and Vicksburg Streets (300-349 block).
- I. ESTABLISH - TOW-AWAY NO STOPPING ANYTIME - Acton Street, south side, from Mission Street easterly (a 20-foot zone); Sickles Avenue, north side, from Mission Street westerly (a 22-foot zone); Acton Street, north side, from Mission Street to 80 feet east (replaces existing No Parking Anytime regulation).
- J. FLAG STOP - RESCIND - Geneva Avenue, north side, just east of the driveway of 1651 Geneva Avenue (John McLaren Park).
- K. ESTABLISH - BUS ZONE - Geneva Avenue, north side, from the driveway of 1651 Geneva Avenue (John McLaren Park) to 100 feet easterly.
- L. RESCIND - TOW-AWAY NO STOPPING 6 AM TO 10 AM, 3 PM TO 7 PM, MONDAY THROUGH FRIDAY - Ulloa Street, north side, between Lenox Way and Wawona Street.
- M. ESTABLISH - MUNI BUS ZONE - Ulloa Street, north side, from Lenox Way to 60 feet westerly.
- N. ESTABLISH - PASSENGER LOADING ZONE DURING LIBRARY HOURS - Ulloa

Street, north side, from 60 to 80 feet west of Lenox Way.

- O. RESCIND - RESIDENTIAL PERMIT PARKING AREA "T" (4-HR TIME LIMIT, 8 AM TO 3 PM, MONDAY THROUGH FRIDAY) AND ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "T" (2-HR TIME LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY) - Hernandez Avenue, both sides, between Laguna Honda Boulevard and Woodside Avenue (1-99 block).
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- Q. ESTABLISH - BLUE ZONE - "598" Frederick Street, from 0-feet to 21-feet west of west side of east crosswalk; and "399" Berry Street, from 0-feet to 22-feet east of east crosswalk.
- R. ESTABLISH - BLUE ZONES - "3865" Sacramento Street, from approximately 160-feet to 178-feet east of Cherry Street; "3865" Sacramento Street, from 187-feet to 205-feet east of Cherry Street; and "3865" Sacramento Street, from 214-feet to 232-feet east of Cherry Street. *Note: The proposed blue zones are to correspond with 3 new handicap ramps.*
- S. REVOKE - (NON-COMPLIANT) BLUE ZONES - 3800 Sacramento Street, from 12-feet to 57-feet west of Maple Street; and "3798" California Street, from 3-feet to 23-feet west of Cherry Street.
- T. ESTABLISH - BLUE ZONE - "239" Day Street, approximately 11-feet to 23-feet east of handicap ramp. *Note: This zone will correspond with length of angled parking stall.*

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Executive Director/CEO and the Director of Parking and Traffic, does hereby approve the changes.

I hereby certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of _____

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. :

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO or his designee, to accept and expend \$825,200 of California Department of Transportation's federal Safe Routes to School grant funds for the Outer Richmond Schools Project.

SUMMARY:

- The San Francisco Municipal Transportation Agency requests authority to accept and expend \$825,200 of California Department of Transportation's federal Safe Routes to School grant funds.
- The SFMTA was awarded funds for the Outer Richmond Schools Project by the California Department of Transportation (Caltrans) on October 10, 2008 as part of the federal Safe Routes to School (SRTS) Program.
- This project will provide a safe route for students by installing pedestrian signals, a pedestrian refuge island, speed humps and bus bulbouts.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR /CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO

Eileen Ross, MTA Finance, 1 South Van Ness Avenue, 8th Floor

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

The San Francisco Municipal Transportation Agency (SFMTA) requests SFMTA Board action to accept and expend \$825,200 of Caltrans's federal Safe Routes to School grant funds for the Outer Richmond Schools Project.

GOAL

The SFMTA will further the following goals of the Strategic Plan through acceptance of these funds:

- Goal 1: Customer Focus – To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy
Objective 1.1 - Improve safety and security across all modes of transportation,
Objective 1.5 - Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare),
- Goal 2: Customer Focus – To get customers where they want to go, when they want to be there
Objective 2.3 - Fulfill bicycle and pedestrian network connectivity, and
- Goal 4: Financial Capacity – To ensure financial stability and effective resource utilization
Objective 4.2 - Ensure efficient and effective use of resources.

DESCRIPTION

The Outer Richmond Schools Project will provide a safe route for students by installing pedestrian signals, a pedestrian refuge island, speed humps and bus bulbouts. The project is located between 21st and 25th Avenues and between Clement and Lake streets near Alamo and Kittingredge Elementary schools.

This action would authorize the SFMTA, through its Executive Director/CEO or his designee, to accept and expend \$825,200 of Caltrans's federal Safe Routes to School grant funds for the Outer Richmond Schools Project.

ALTERNATIVES CONSIDERED

Not applicable.

FUNDING IMPACT

There is no required local match.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None.

RECOMMENDATION

The City Attorney's Office has reviewed this calendar item.

Staff recommends that the SFMTA Board approve the attached resolution authorizing the Municipal Transportation Agency, through its Executive Director/CEO or his designee, to accept and expend \$825,200 in federal Safe Routes to School funds from Caltrans for the Outer Richmond Schools Project.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Act (SAFETEA-LU) establishes a Safe Routes to School grant program, to be administered by state departments of transportation to facilitate the planning, development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption and air pollution in the vicinity of primary and middle schools; and

WHEREAS, The California Department of Transportation (Caltrans) makes available to local governmental agencies under the federal Safe Routes to School program, based on the results of a statewide competition that requires the submission of proposals for funding, and rates those proposals on demonstration of need, potential to implement safety countermeasures and encouragement of walking to school; and

WHEREAS, The City and County of San Francisco has created specific school criteria for traffic calming that recognizes the importance of implementing traffic and pedestrian safety solutions for K-12 school areas; and

WHEREAS, School officials, parents and the local community are collaborative supporters of this proposal, and specific safety improvements and countermeasures have been identified in concept for implementation in the Outer Richmond area; and

WHEREAS, Caltrans approved a grant to SFMTA in the amount of \$825,200 for the Outer Richmond Schools Project; and

WHEREAS, The Outer Richmond Schools Project will provide a safe route for students by installing pedestrian signals, a pedestrian refuge island, speed humps and bus bulbouts; now, therefore, be it

RESOLVED, That the SFMTA Board authorizes the SFMTA, through the Executive Director/CEO (or his designee), to accept and expend \$825,200 in federal Safe Routes to School Program funds from Caltrans for the Outer Richmond Schools Project; and be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO or his designee to execute agreements and other documents required for receipt of these funds.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO or his designee, to accept and expend \$45,580 of Regional Signal Timing Program funds for the Market and Embarcadero Signal Retiming Project.

SUMMARY:

- The San Francisco Municipal Transportation Agency requests authority to accept and expend \$45,580 of Regional Signal Timing Program funds.
- The SFMTA was awarded funds for the Market and Embarcadero Signal Retiming Project by the Metropolitan Transportation Commission on December 12, 2008.
- This project will optimize timing plans for Market Street and The Embarcadero.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR /CEO _____

SECRETARY _____

ADOPTED RESOLUTION Eileen Ross, MTA Finance, 1 South Van Ness Avenue, 8th Floor
BE RETURNED TO

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

The San Francisco Municipal Transportation Agency (SFMTA) requests SFMTA Board action to accept and expend \$45,580 of Regional Signal Timing Program (RSTP) funds for the Market and Embarcadero Signal Retiming Project.

GOAL

The SFMTA will further the following goals of the Strategic Plan through acceptance of these funds:

- Goal 2: Customer Focus – To get customers where they want to go, when they want to be there
Objective 2.1 – Improve transit reliability to meet 85% on-time performance standard
- Goal 4: Financial Capacity – To ensure financial stability and effective resource utilization
Objective 4.2 - Ensure efficient and effective use of resources.

DESCRIPTION

The purpose of the Market and Embarcadero Signal Retiming Project is to optimize timing plans for Market Street and The Embarcadero. This Project includes 60 signalized intersections along Market Street, The Embarcadero and King Street. The goal of this project is to minimize delay to transit while maintaining signal progression for vehicular traffic by optimizing the signal timing sequences at these intersections. This project will help to improve transit reliability along these corridors and help SFMTA to reach its 85% on-time performance standard.

The Project will involve the use of Synchro and VISSIM computer software programs used to build computer models to analyze traffic and transit operations under constraints such as lane configuration, traffic composition, traffic signals and transit stops. These programs are useful tools for evaluating various alternatives based on traffic engineering and planning measures of effectiveness, such as intersection delays, travel time, dwell time at transit stops and travel speeds. Some of these measures can be used to develop optimized signal timing plans.

SFMTA Transit Preferential Streets Program staff prepared a grant amendment request for the 2009 cycle of the RSTP administered by the Metropolitan Transportation Commission (MTC). The previous agreement was for \$90,000. MTC has agreed to provide additional funding up to \$45,580. The Project is expected to be completed by spring 2009.

This action would authorize the SFMTA, through its Executive Director/CEO or his designee, to accept and expend \$45,580 of RSTP funds for the Market and Embarcadero Signal Retiming Project.

PAGE 3.

ALTERNATIVES CONSIDERED

Not applicable.

FUNDING IMPACT

There is no required local match.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None.

RECOMMENDATION

The City Attorney's Office has reviewed this calendar item.

Staff recommends that the SFMTA Board approve the attached resolution authorizing the Municipal Transportation Agency, through its Executive Director/CEO or his designee, to accept and expend \$45,580, in Regional Signal Timing Program funds for the Market and Embarcadero Signal Retiming Project.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA Transit Preferential Streets Program has identified a need to improve traffic safety and efficiency, as well as pedestrian and traffic safety, by optimizing signal timing plans for traffic signals on Market Street and The Embarcadero; and

WHEREAS, The SFMTA applied for \$45,580 in Regional Signal Timing Program (RSTP) 2009 funds for 60 signalized intersections along Market Street, The Embarcadero and King Street; and

WHEREAS, The RSTP funds are administered by the Metropolitan Transportation Commission, which has selected the project for funding; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through the Executive Director/CEO (or his designee), to accept and expend \$45,580, in Regional Signal Timing Program funds for the Market and Embarcadero Signal Retiming Project; and be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO or his designee to execute agreements and other documents required for receipt of these funds.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transportation Planning and Development

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO or his Designee to issue a Request for Proposal for Contract No. CS-160 (Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review) to evaluate and select the highest-ranking proposer, and negotiate a contract with the selected proposer, for an amount not to exceed \$500,000 and term not to exceed 24 months.

SUMMARY:

- A coordinated multi-agency program led by the SFMTA, the Eastern Neighborhoods Transportation Implementation Planning Study (EN TRIPS) will analyze, design and address environmental impacts of a series of key transportation improvements needed to support the Eastern Neighborhoods Area Plans, a general planning document that establishes development and zoning parameters for the Mission, Central Waterfront, East South of Market and Showplace Square/Potrero Hill neighborhoods.
- The overall EN TRIPS work program proposes a staffing strategy that includes a combination of City staff labor to conduct significant portions of the project work complemented with consultant assistance for tasks that cannot be completed in-house. This RFP provides for the Consultant portion of the EN TRIPS work program.

ENCLOSURES:

1. SFMTAB Resolution
2. Request for Proposals

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

Suzanne Chen-Harding, SFMTA Planning, 1 SVN, 7th Fl.

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

Requesting authorization from the San Francisco Municipal Transportation Agency Board of Directors for the Executive Director/CEO or his Designee to issue a Request for Proposal for Contract No. CS-160 (Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review) to evaluate and select the highest-ranking proposer, and negotiate a contract with the selected proposer, for an amount not to exceed \$500,000 and term not to exceed 24 months.

GOAL

The work to be performed under the RFP will further the following goals of the SFMTA's Strategic Plan:

- Goal 1 – Customer Focus: To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy
 - Objective 1.1 - Improve safety and security across all modes of transportation
 - Objective 1.5 - Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)
- Goal 2 – System Performance: To get customers where they want to go, when they want to be there
 - Objective 2.2 - Transit connectivity and span of service
 - Objective 2.3 - Fulfill bicycle and pedestrian network connectivity
 - Objective 2.5 - Manage parking supply to align with SFMTA and community goals
- Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization
 - Objective 4.2 - Ensure efficient and effective use of resources

DESCRIPTION

Identified as a Priority Development Area (PDA), San Francisco's Eastern Neighborhoods comprise the mixed-use and mixed-income communities of the Mission, SoMa, Central Waterfront and Showplace Square/Potrero Hill. These communities have historically been the location of much of the city's traditional industries and lower-cost housing. Many of the key regional and local transit systems, including BART, Caltrain, and Muni bus and light rail serve the area. The area's combined development potential and rich transit access present a tremendous opportunity to create integrated, mixed use, transit-rich neighborhoods.

The San Francisco Planning Department has recently completed a multi-year planning process for the Eastern Neighborhoods. This process resulted in the adoption of new Area Plans and significantly revised zoning controls for the four Eastern Neighborhoods. These new policies and controls were adopted by the Board of Supervisors and signed by the Mayor and becomes effective in late January, 2009.

The Eastern Neighborhoods Area Plans provide for up to 10,000 new units of housing in the four neighborhoods, but also sets aside a portion of these areas for industrial uses. The companion Area Plans' multi-modal transportation policies call for dramatically improved transit, bicycle and pedestrian facilities to serve new housing in neighborhoods that are transitioning from industrial to

PAGE 3

residential. Implementing this Smart Growth vision for the Eastern Neighborhoods will require securing resources for infrastructure improvements that enable development intensity and make walking, bicycling and transit attractive transportation options. The Eastern Neighborhoods Area Plans provide a high-level roadmap for such improvements and call for further analysis, identification and design of specific transportation projects through EN TRIPS.

The preparation of EN TRIPS will be a coordinated multi-agency program led by the SFMTA with partner agencies, the San Francisco Planning Department and the San Francisco County Transportation Authority. SFMTA, the San Francisco Planning Department, and the San Francisco County Transportation Authority will enter into a Memorandum of Agreement (MOA) to coordinate the agencies' respective roles, and responsibilities regarding EN TRIPS. Under the MOA, SFMTA will act as the lead agency responsible for the issuance of this Request for Proposals and the management of a consultant to assist with the Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review.

EN TRIPS will analyze, design and address environmental impacts of a series of key transportation improvements needed to support the Eastern Neighborhoods Area Plans, a general planning document that establishes development and zoning parameters for the Mission, Central Waterfront, East South of Market and Showplace Square/Potrero Hill neighborhoods.

The overall EN TRIPS work program proposes a staffing strategy in which City and County staff will perform a majority of the project work. The work program also requires the assistance of Consultants who will provide needed technical expertise and a critical independent viewpoint that cannot be provided by City and County staff. This RFP provides for the Consultant portion of the EN TRIPS work program.

ALTERNATIVES CONSIDERED

SFMTA does not have the necessary specialized expertise or staff resources to perform all of the required work. Other City and County agencies also do not have adequate staffing to perform this work. If these professional services cannot be provided, it will have an adverse impact on SFMTA's ability to provide adequate future service to the public.

FUNDING IMPACT

SFMTA has secured \$1,250,000 in grant funding to conduct the Eastern Neighborhoods Transportation Implementation Planning Study. The funding sources are: 1) a \$750,000 Metropolitan Transportation Commission Station Area Planning Grant; and 2) a \$500,000 local match secured through a separate grant from the San Francisco Foundation.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Services provided under this contract will need to be approved by the Civil Service Commission.

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RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve the attached resolution authorizing the SFMTA, through its Executive Director/CEO or his Designee to issue a Request for Proposal for Contract No. CS-160 (Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review) to evaluate and select the highest-ranking proposer, and negotiate a contract with the selected proposer, for an amount not to exceed \$500,000 and term not to exceed 24 months.

The final RFP issued will be substantially in the same form as the draft RFP attached as an enclosure to this report. Staff are finalizing the granting agency's legal requirements for inclusion in the final RFP.

The City Attorney's Office and the Contract Compliance Office have reviewed this calendar item.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA), as the lead agency, with partner agencies the San Francisco Planning Department and the San Francisco County Transportation Authority (SFCTA) will conduct the Eastern Neighborhoods Transportation Implementation Planning Study (EN TRIPS); and,

WHEREAS, EN TRIPS will analyze, design and address environmental impacts of a series of key transportation improvements needed to support the Eastern Neighborhoods Area Plans, a general planning document that establishes development and zoning parameters for the Mission, Central Waterfront, East South of Market and Showplace Square/Potrero Hill neighborhoods; and,

WHEREAS, the overall EN TRIPS work program proposes a staffing strategy that includes a combination of City staff labor to conduct significant portions of the project work complemented with consultant assistance for tasks that cannot be completed in-house; and,

WHEREAS, The City and County does not have the necessary specialized expertise or staff resources to perform all of the required work; and,

WHEREAS, Staff recommends that a formal RFP be issued to provide said services; and,

WHEREAS, The funding for consultant services under the proposed contract will be from federal and local sources; and,

WHEREAS, This authorization is contingent upon approval by the Civil Service Commission; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO or his Designee to issue a Request for Proposal for Contract No. CS-160 (Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review) to evaluate and select the highest-ranking proposer, and negotiate a contract with the selected proposer, for an amount not to exceed \$500,000 and term not to exceed 24 months.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



REQUEST FOR PROPOSALS

Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review

CONTRACT NO. CS-160
CCO NO. 08-1053



DRAFT

Deadline for Submission, Wednesday, March 4, 2009 at 4:00 p.m., PST

OFFICIAL ADVERTISEMENT

The San Francisco Municipal Transportation Agency (SFMTA) desires to retain specialized professional planning and technical engineering consultant (Consultant) to assist in the preparation of a planning study and to conduct environmental review for select transportation and public realm improvement projects.

The contract for these services will be established for a period not to exceed **24** months. SFMTA has established a budget of **\$500,000** for this work.

The Consultant will provide professional consulting services as specified in the Request For Proposals (RFP), either by direct assignment of Consultant's personnel or through subconsultants.

All proposals and completed forms must be received at SFMTA by Wednesday, March 4, 2009 at 4:00 pm, PST at the following address:

**Mr. Edward Tom
Contract Administration**

SFMTA Transportation Planning and Development Division
**One South Van Ness, 3rd Floor
San Francisco, California 94103
Edward.Tom@sfmta.com
Phone (415) 701-4279**

Prospective proposers may obtain the RFP, and additional information on this contract, CS-160, including the forms to be submitted with the proposal, at the address given above or by calling Mr. Edward Tom at (415) 701-4279.

A pre-proposal conference will be held on **Wednesday, February 18, 2009** at 10:00 a.m. at 1 South Van Ness, 3rd Floor, San Francisco, California, to discuss the proposed contract and the proposal requirements including the Disadvantaged Business Enterprise (DBE)/Nondiscrimination Requirements.

A Selection Committee and the Contract Compliance Office will evaluate each submittal. The final selection of the Consultant for this Contract will be made based upon the evaluation of the proposals, the proposals responsiveness to the RFP, the oral interviews, and their compliance with DBE/Nondiscrimination Requirements. The Selection Committee will be composed mainly of SFMTA, San Francisco Planning Department and San Francisco County Transportation Authority staff.

As a Federal Highway Administration (FHWA) funded contract, this RFP is subject to a Caltrans implemented race-neutral Disadvantaged Business Enterprise (DBE) program. Questions concerning DBE/Nondiscrimination Requirements should be referred to Mr. Edward Tom at (415) 701-4279.

The work described in these specifications is to be financed with the assistance of a grant from the Metropolitan Transportation Commission and all work described in these specifications shall be performed in accordance with Federal Highway Administration and California Environmental Quality Act guidelines and regulations.



**Eastern Neighborhoods
Transportation Implementation Planning Study
and Environmental Review**

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Appendices:

The following appendices accompany this Request for Proposals (RFP) and are incorporated in the RFP:

1. SFMTA Form PM3
2. Notice to Bidders/Proposers Disadvantaged Business Enterprise Information
3. Sample Contract Agreement w/ Exhibits
4. Business Tax Declaration
5. Protest Procedures for the Bidding and Award of Federally Assisted Third Party Contracts.
6. FHWA / Caltrans documents
 - a. Equal Employment Opportunity Certification (CalTrans 12-E, Att. C)
 - b. Noncollusion Affidavit (Caltrans 12-E, Att. D)
 - c. Debarment and Suspension Certification (CalTrans 12-E, Att. E)
 - d. Nonlobbying Certification for Federal-Aid Contracts (CalTrans 12-E, Att. F)
 - e. Disclosure of Lobbying Activities (CalTrans 12-E, Att. G)
 - f. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects
7. Sample Cost Proposal Format
8. Attestation of Compliance

Glossary of Definitions, Terms, and Abbreviations

DEFINITIONS

Award shall mean authorization by resolution of the Municipal Transportation Agency Board of Directors for its staff to contract with a bidder or proposer, or recommendation by resolution of the SFMTA Board that the City's Board of Supervisors approves a contract with a bidder or proposer.

Award Process includes the pre-award, award and post-award phases of a negotiated procurement, a request for proposals, or a sealed bid.

Bid includes the terms “offer” or “proposal” as used in the context of negotiated procurements, requests for proposals and sealed bids.

Branch Office is a geographically distinct place of business or subsidiary office of a firm that has a key role on the project team.

CEQA is the California Environmental Quality Act.

City means the City and County of San Francisco, acting through the Municipal Transportation Agency.

Contract Compliance Office (CCO) is the SFMTA office that administers compliance with the SFMTA's Disadvantaged Business Enterprise Program, the SFMTA's Small Business Enterprise Program, and the City's Local Business Enterprise Program for the SFMTA.

Contract Manager (CM) refers to the SFMTA Manager responsible for overseeing contractual administration of the contract, to include review and approval of invoices, review and approval of all contractual actions and contract interpretation.

Days refers to working days of the City and County of San Francisco (unless otherwise indicated). The use of the term “days”, “working days” or “business days” in this Request for Proposals shall be synonymous.

Department of Parking and Traffic (DPT) refers to the Department of Parking and Traffic of the Municipal Transportation Agency.

Disadvantaged Business Enterprise or DBE is a for-profit, small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Discipline includes the primary technical capabilities of key personnel, as evidenced by academic degrees, professional registration, certification, and/or extensive experience.

Executive Director/CEO refers to the Executive Director/CEO of the SFMTA.

Federal Highway Administration (FHWA) is an operating administration of the U.S. Department of Transportation.

Federal Transit Administration (FTA) is an operating administration of the U.S. Department of Transportation.

Key Personnel are those participants on a project who contribute in a substantive, measurable way to the project's development.

NEPA is the National Environmental Policy Act.

Planning refers to the San Francisco Planning Department.

Post-Award Protest is a complaint by a bidder or proposer when the SFMTA Board of Directors awards a contract, or recommends that the Board of Supervisors approve a contract, to other than the bidder or proposer recommended for award.

Protest is a complaint by a bidder or proposer regarding a bid or the award process, which arises prior to award and is formally communicated to the Executive Director/CEO.

Project refers to the Work contemplated under this RFP.

Project Manager: The SFMTA employee who will assume all duties and responsibilities and have the right and authority assigned to the Project Manager in the Agreement in connection with completion of Work.

Proposer is a qualified professional firm or a joint-venture of qualified professional firms responding to this Request for Proposals. The use of the terms "responder," "firm," "firms," "team" or "organization" in this Request for Proposals shall be synonymous with Proposer.

Relevant Projects are those projects in which the firm / person had a significant role that demonstrates the firm's / person's capability relevant to the firm's / person's proposed role for this project.

San Francisco Municipal Transportation Agency ("SFMTA" or "Agency") is the agency of the City and County of San Francisco that is in charge of the construction, management, supervision, maintenance, extension, operation, use and property of the San Francisco Municipal Railway and the Department of Parking and Traffic, and has exclusive authority over contracting, leasing and purchasing by Muni and DPT, subject to certain restrictions of the City's Charter. The Agency acts through its Board of Directors.



REQUEST FOR PROPOSALS

Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review

I. INTRODUCTION

Work Program Overview

The Eastern Neighborhoods Transportation Implementation Planning Study (EN TRIPS) will analyze, design and address environmental impacts of a series of key transportation improvements needed to support the Eastern Neighborhoods Area Plans, a general planning document that establishes development and zoning parameters for the Mission, Central Waterfront, East South of Market and Showplace Square/Potrero Hill neighborhoods.

The overall EN TRIPS work program will follow an iterative planning and design process and proposes a staffing strategy in which City and County staff will perform a majority of the project work. The work program also requires the assistance of Consultants who will provide needed technical expertise and a critical independent viewpoint that cannot be provided by City and County staff. This RFP provides for the Consultant portion of the EN TRIPS work program.

II. BACKGROUND

2.1 Municipal Transportation Agency Organization

SFMTA Organization

The San Francisco Municipal Transportation Agency (SFMTA) includes the San Francisco Municipal Railway (Muni), the Department of Parking and Traffic (DPT), and Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review

Contract CS-160, RFP

Divisions of System Safety and Training, Security and Enforcement, Transportation Planning and Development, Muni Service Delivery, External Affairs, Finance, Human Resources, and Information Technology and Technology Planning.

Muni Organization

San Francisco is approximately a seven-mile by seven-mile square, at the northern end of a peninsula. Muni is the seventh-largest public transit system in the United States as measured by ridership. Muni has approximately 672,000 passenger boardings per weekday and provides transportation services to the City and County of San Francisco along 1,075 round-trip route miles. Its fleet of over 1,000 vehicles, more than half of which are electric, is composed of 151 subway-surface light-rail vehicles, 333 electric trolley buses, 495 motor coaches, 40 cable cars, and 34-50 unique historic streetcars. With approximately 2,000 drivers out of 4,000 total employees, Muni operates these revenue transit services on approximately 80 lines running along fixed routes, portions of which are underground or in tunnels. There are approximately 5,000 scheduled stops on all lines. In addition, Muni operates more than 400 non-revenue maintenance and support vehicles. Muni's infrastructure is composed of more than 200 miles of underground feeder cables and over 70 miles of rail tracks for rail vehicles and cable cars. Muni also maintains some 200 miles of overhead electric lines, 10,000 support poles, and over 2 million square feet of maintenance, warehouse, and repair facilities.

DPT Organization

The Department of Parking and Traffic (DPT) is responsible for oversight, maintenance and engineering of San Francisco's traffic, bicycle and pedestrian systems, as well as on- and off-street parking facilities, and has approximately 500 full time employees.

DPT manages the design, installation, maintenance, and operation of all traffic control devices (signs, signals, meters, and traffic markings) and traffic flow elements in the City's surface transportation system. The Operations group administers traffic painting, traffic signals, traffic signs and parking meters. Staff install, maintain, repair and replace over 200,000 traffic signs, 1,100 traffic signals, 650 lane-miles of pavement markings, 5,300 bus zones, 3,000 crosswalks and pavement legends, and over 22,000 parking meters throughout the City.

2.2 Project Background

Project Management and Funding

The SFMTA Transportation Planning and Development Division – Strategic Transportation Planning group, issues this Request for Proposals (RFP) to select a qualified consultant firm (Consultant) to assist in the preparation of a planning study and to conduct environmental review of select transportation projects in the Eastern Neighborhoods Study Area.

The SFMTA's Strategic Transportation Planning group will manage and oversee the Project. The Consultant will work with an SFMTA project manager, who will be the main point of contact and who will assemble a Project team that will consist of staff from SFMTA, and other partner agencies, such as the San Francisco Planning Department, and the San Francisco County Transportation Authority (SFCTA). These members from time to time will provide input and direction, through the Project Manager, about aspects of the Project directly relating to their agencies.

There are two funding sources for this Project. The first source of funding is a one-time grant made available from a private grant from the San Francisco Foundation. The second source is from a Station Area Planning Grant from the Metropolitan Transportation Commission awarded to the SFMTA. The MTC grant will be drawn down over a 30 month time period and is dedicated for transportation implementation planning study of the Eastern Neighborhoods. Subsequent key transportation and public realm improvement projects will be determined through the course of the study. In compliance with the California Environmental Quality Act (CEQA), the project team will evaluate the appropriate level of environmental review required for the identified key transportation and public realm improvement projects which have not been environmentally reviewed through a separate process.

The objective of the environmental analysis services is to satisfy the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines, the National Environmental Policy Act (NEPA), the San Francisco Administrative Code Chapter 31, and local, State, and Federal regulatory requirements applicable to the Project. All planning and technical analysis conducted through the course of EN TRIPS should be consistent with and complementary to the requirements of the environmental review that will be required to environmentally clear key projects through this process.

The San Francisco Planning Department, established in the City Charter in accordance with State of California mandates, "promotes the orderly, harmonious use of land and improved quality of life for our diverse community and future generations." The Planning Department maintains and updates the San Francisco General Plan, whose vision governs change and development in the City. The Planning Code is the codification and implementation of this vision. Planning works with community members and other City agencies to create neighborhood and area plans that further the goals and objectives of the General Plan by addressing land use, transportation, urban design, community facilities and economic development.

San Francisco is a compact city located at the northern tip of a Peninsula, laid out on a street grid of over 49 square miles of rolling topography. Any combination of autos, buses, cable cars, streetcars, bicyclists and pedestrians can be found moving up and over the City's many hills. The City has long been a magnet for business, culture, retailing, tourism and education. Its rich 150-year history reflects the cultures of the world and gives energetic diversity to its neighborhoods. San Francisco serves as the cultural center of the region, drawing workers and visitors from near and far to a wide range of economic activities, including jobs, restaurants, theaters and other nightlife, museums,

shopping, special events and festivals, historical sites, and other attractions. This level of activity, combined with the City's scarce, expensive parking and "transit first" policy, has resulted in the development of a truly multimodal transportation system in the City.

In 2004, there were 725,000 residents in San Francisco,¹ down nearly seven percent since 2000. Of the City's nearly 590,000 jobs, some 250,000 are held by nonresidents who commute into the City. The mode split between driving and transit of those who work in the City is roughly two thirds to one third. Muni carries 672,000 trips every weekday - 211 million trips per year.³ Numerous other transit providers also serve San Francisco: Caltrain provides commuter rail service along the Peninsula; BART serves Bay Area heavy rail passengers, with eight stations within San Francisco that serve City residents and commuters alike; three express bus operators (AC Transit from the east, Golden Gate Transit from the north, and SamTrans from the Peninsula); and various smaller operators.

Eastern Neighborhoods Background and Goals

Identified as a Priority Development Area (PDA), San Francisco's Eastern Neighborhoods comprise the mixed-use and mixed-income communities of the Mission, SoMa, Central Waterfront and Showplace Square/Potrero Hill. These communities have historically been the location of much of the city's industrial land supply and lower-cost housing. Additionally, many of the key regional and local transit systems, including BART, Caltrain, and Muni bus and light rail serve the area. The area's combined development potential and rich transit access present a tremendous opportunity to create integrated, mixed use, transit-rich neighborhoods.

The San Francisco Planning Department has recently completed a multi-year planning process for the Eastern Neighborhoods. (For more information on the Eastern Neighborhoods Program, please see <http://easternneighborhoods.sfplanning.org>). This process resulted in the adoption of new Area Plans and significantly revised zoning controls for the four Eastern Neighborhoods. These new policies and controls have been adopted by the Board of Supervisors and signed by the Mayor and will become effective in late January, 2009.

The Eastern Neighborhoods zoning enables up to an additional 10,000 units of housing in the four neighborhoods, while also setting aside a portion of these areas for industrial-type uses. The companion Area Plans' multi-modal transportation policies call for dramatically improved transit, bicycle and pedestrian facilities to serve new housing in neighborhoods that are transitioning from an industrial character to a residential one. Implementing this Smart Growth vision for the Eastern Neighborhoods will require securing resources for infrastructure improvements that enable development intensity and make walking, bicycling and transit attractive transportation options. While the Eastern

¹ 2004 US Census American Community Survey.

² See the Census 2000 the Journey to Work in The San Francisco Bay Area Data Summary #5, Table 5, p. 32 and table 2, p. 8 (based on the CTPP 2000 - Census Transportation Planning Package). The formula we used to calculate commuters to the City is: $SFCommuterJobs = SFTotalJobs - SFResidentJobs$.

³ SF MUNI Short Range Transit Plan, 2007.

Neighborhoods Area Plans provide a high-level roadmap for such improvements, further analysis, identification and design of specific transportation projects is required; this is the purpose of the EN TRIPS study.

The following objectives are set forth in the Transportation sections of the four Eastern Neighborhoods Area Plans:

- Improve public transit to better serve existing and new development
- Increase transit ridership by making it more comfortable and easy to use
- Establish parking policies that improve the quality of neighborhoods and reduce congestion and private vehicle trips by encouraging travel by non-auto modes
- Support the circulation needs of existing and new production, distribution and repair uses
- Support walking as a key transportation mode by improving pedestrian circulation
- Improve and expand infrastructure for bicycling as an important mode of transportation
- Encourage alternatives to car ownership and the reduction of private vehicle trips
- Facilitate movement of automobiles by managing congestion and other negative impacts of vehicle traffic
- Develop a comprehensive funding plan for transportation improvements

EN TRIPS Study

The SFMTA and its partner agencies, with professional consulting assistance, will develop the Eastern Neighborhoods Transportation Implementation Planning Study (EN TRIPS). The purpose of the EN TRIPS Study is to analyze, design and environmentally clear a series of key transportation improvements needed to support the vision of the Eastern Neighborhoods plans. Some of these key improvements are already identified at the conceptual level while others will need to be identified as part of the EN TRIPS process. EN TRIPS will supplement and not duplicate concurrent planning efforts such as the TEP, the SF Bike Plan, *SFpark* and the Mission Streetscape Plan.

EN TRIPS will include focused implementation planning involving following transportation modes:

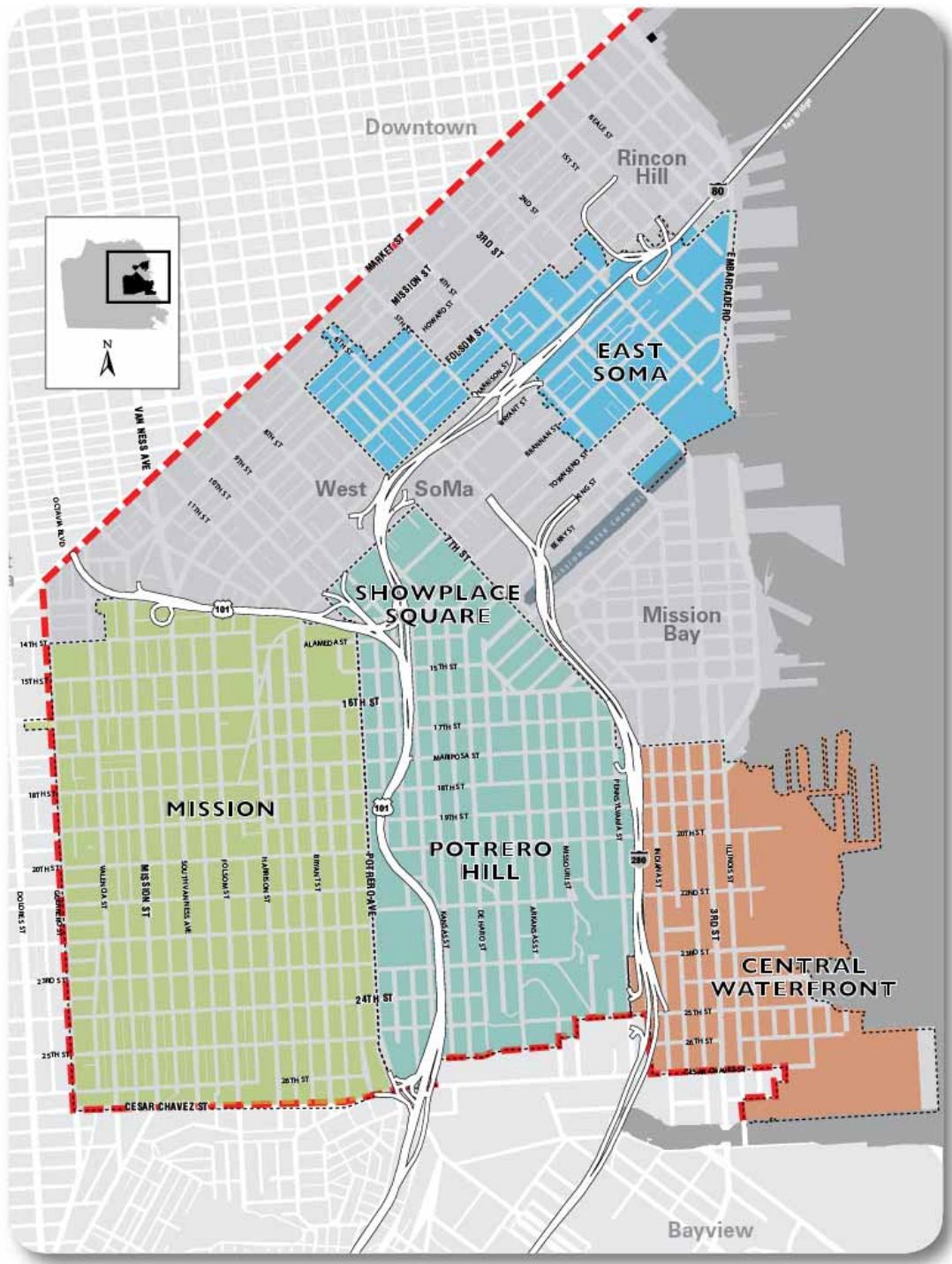
- Transit: effective service delivery recommendations will be coordinated with concurrent SFMTA Transit Effectiveness Project's 5 year plans;
- Bicycles: bicycle planning will address bike safety and network continuity and complements concurrent San Francisco Bicycle Plan and EIR;

- Pedestrians: pedestrian planning will support SFMTA's Better Streets work, along with other aspects of SFMTA's Pedestrian Program;
- Traffic: planning will address traffic calming as well as traffic management;
- Parking: parking management strategies will be coordinated with SF*park*; and
- Goods Movement: transportation network should provide an ability to move freight and for delivery vehicles to support businesses in the Eastern Neighborhoods.

Overall, the Eastern Neighborhoods Transportation Implementation Planning Study will minimize transportation impacts and supports a transit-oriented, pedestrian-friendly development infrastructure timed to precede or coincide with the major phases of development over the next 20 years.

The following map shows the EN TRIPS Study Area which includes the four Eastern Neighborhoods defined by the Area Plans as well as the surrounding high-growth areas such as the remainder to SoMa including Western SoMa, the Transbay Transit Center District, Rincon Hill and Mission Bay.

Map 1. Eastern Neighborhoods Study Area



Potential Key Project Types and Locations

Through the Eastern Neighborhoods Area Plans adoption process, the Board of Supervisors identified a short list of priority Eastern Neighborhoods Early Start Capital Projects. Implementation of these Early Start Capital Projects have been deemed critical to support the existing and future transportation and open space infrastructure needs of the Eastern Neighborhoods.

Three of these Eastern Neighborhoods Early Start Capital Projects are related to transportation. As SFMTA is the identified implementation agency for future transportation infrastructure in the Eastern Neighborhoods, the following key project types project must be addressed in EN TRIPS:

- Folsom Street Redesign: the Eastern Neighborhoods Area Plans call for redesigning Folsom Street as a “civic boulevard” to serve as a major neighborhood commercial street in the South of Market. This project may include proposals for SoMa Grid Circulation Changes and the design and costs of sidewalk widenings, midblock signals, adding additional traffic signals to face the opposite direction if one-way streets are converted to two-way, additional pedestrian signals, roadway restriping, transit trolley line infrastructure. This project may include the redesign of other key SoMa streets such as Howard, 7th, 8th and possibly others to provide multi-modal improvements.
- 16th Street Corridor Transit Improvements: As the significant east-west corridor through the Eastern Neighborhoods, 16th Street is a critical street for transit as well as all modes of transportation. This project will focus on improving transit access on 16th Street and may include design assistance with the 16th Street Caltrain crossing to allow for the 22-Fillmore trolley extension project to Mission Bay. Possible related proposals may include providing better connections and circulation between Mission Bay and adjacent areas such as Potrero Hill and Showplace Square with potential new east-west street alignments. An example of may be the creation of a new transit-only roadway by extending Connecticut Street north of 16th Street to Hubbell Street to provide a Muni route between Mission Bay and Connecticut Street. Transit preferential street improvements (such as transit only lanes, bus bulbs, signal priority treatment) and streetscape treatments to 16th Street will also be addressed.
- Townsend Street Pedestrian Improvements: Townsend Street (between 4th and 7th Streets) provides important and direct access to the 4th and King Caltrain Station. Currently, Townsend Street is an unaccepted street with inadequate pedestrian infrastructure. The future Caltrain extension to Downtown provides an opportunity to not only rebuild Townsend to accepted standards but to implement a redesign of Townsend to make this a more pedestrian-oriented street.

EN TRIPS will also develop several other key projects that have been identified in the adopted Eastern Neighborhoods Area Plans. The outreach and public input process for

EN TRIPS will help to prioritize which other key projects will be addressed through this study process. The following is a list of possible other key project types that could be further developed:

- Streetscape Improvements. Concurrent efforts through the Mission Streetscape Plan and Western SoMa Transportation study are expected to identify streetscape improvements on Mission Street and 16th Street and on 12th Street between South Van Ness Avenue and Folsom or on Harrison Streets, as well as in some Western SoMa alleys, respectively. Similar concepts could be developed for other street segments and alleys in other parts of the Eastern Neighborhoods, if desired. For example, streetscape improvements in the vicinity of Showplace Square, such as on Henry Adams Street;
- Transit preferential street improvements such as transit only lanes, bus bulbs, signal priority treatment along key transit streets including Mission, Potrero Ave and possibly Market Street (16th Street is addressed specifically above);
- Improvements to other unaccepted City streets such as Pennsylvania Street between Mariposa and 17th Streets;
- Sidewalk improvements in various locations with sidewalk deficiencies. Examples include: Rhode Island Street between Alameda and Division Streets where there is no sidewalk on one side of the street, and on Indiana Street where cars parked at 90 degrees overhang the narrow sidewalk, making it impassible for pedestrians;
- Safe and well-spaced pedestrian crossings of 16th Street between 3rd Street and Potrero Avenue. Locations of future traffic control and crossings need to be carefully coordinated with future land use and open space developments, transit stop locations, and projected transit, traffic and bicycle route crossings of 16th Street. This issue is complicated by the convergence of two different street grids at 16th Street, creating multiple intersections with multiple and irregular approaches;
- Creation of a pedestrian plaza in the vicinity of the triangular block bounded by 16th Street, 8th Street and Wisconsin Street;
- Improving the existing traffic circle at the intersection of Henry Adams/8th /Division/Townsend Streets to a modern roundabout with pedestrian and streetscape improvements;
- Encourage shuttle bus operators to consolidate services. Work with UCSF to phase out shuttle bus operations to Mission Bay campus as Muni improvements are implemented;

- Improve parking management around the 22nd Street Caltrain station by providing improved parking facilities for passenger loading, taxis, motorcycles, buses, and bicycles;
- Improve passenger loading facilities for shuttle buses and employer buses in vicinity of EN BART stations by extending the length of Muni bus zones during peak periods to accommodate buses;
- BART and Caltrain station access improvements, parking management strategies, pedestrian and bicycle facilities and amenities;
- Other high priority projects, as identified through the EN TRIPS outreach process.

Section III of this RFP lists the Scope of Services and Consultant responsibilities that are required to successfully complete the Project. This list of general tasks is to be used as a general guide and is not intended to be a comprehensive list of all work necessary to complete the Project.

2.3 Pre-Proposal Conference

A pre-proposal conference will be held at the time and place stated below and in the official advertisement, to discuss the proposed contract and to answer any questions concerning the RFP, DBE/Nondiscrimination Requirements, and other City requirements. Although attendance at the pre-proposal conference is not mandatory, all prospective consultants and subconsultants are urged to attend this conference.

Pre-Proposal Conference:

Wednesday, February 18, 2009, 10:00am
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103

For questions regarding the Pre-Proposal Conference Contact at Mr. Edward Tom at Edward.Tom@sfmta.com or (415) 701-4279.

Requests for information/clarification shall be in writing and submitted as per Section VII (A) of this RFP.

2.4 Statement of Economic Interest

Depending on the final scope of the Contract, the Consultant to whom this Contract is awarded, as well as all of its subconsultants, may be required to file a Statement of Economic Interest, California Fair Political Practices Commission Form 700, under the requirements of California Government Code section 7300 et seq. and San Francisco Campaign and governmental Code section 3.1-102. A copy of the Form 700 can be downloaded from the following website:

<http://www.sfgov.org>

Go to Ethics Commission, Forms Center, Form 700 Statement of Economic Interest

2.5 Attestation of Compliance

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors.

All firms and subcontractor(s) responding to this RFP are prohibited from contacting any Board member, elected official, SFMTA or SFMTA staff member, other than the contact person listed in Section III, 3.1 or as otherwise expressly authorized herein, from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA. This prohibition does not apply to communications with a Board member, elected official, SFMTA or SFMTA staff member regarding normal SFMTA business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation will be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Additionally, the firms and subcontractor(s) will not provide any gifts, meals, transportations, materials or supplies or any items of value or donations to or on behalf of any Board member, elected official, SFMTA or SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Appendix 8) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.



**REQUEST FOR PROPOSALS
Eastern Neighborhoods
Transportation Implementation Planning Study
and Environmental Review**

III. SCOPE OF SERVICES

EN TRIPS MASTER SCOPE OF WORK

In order to provide clarity and a sense of the overall study process, the following outlines the overall master scope of work for EN TRIPS including all tasks and deliverables that are the responsibility of both agency staff and the Consultant. The Consultant tasks and deliverables that are part of this RFP are identified by enumeration and provided in ***BOLD italic*** font below.

SFMTA has established a budget of \$500,000 for all required Consultant Tasks. The contract for these services will be established for a period not to exceed 24 months. The Consultant should expect that the environmental review work required in Tasks #12 and #14 (described below) will account for at least one-third of the overall contract budget.

The Consultant's proposal must address all scope elements including optional tasks described below. The Consultant's Proposal for Optional Tasks shall remain valid for a period of 24 months. SFMTA reserves the right to exercise any or of the options at the time of award or during the time period described above.

The Consultant will commit to providing their project deliverables according to an agreed upon schedule. The Consultant will allow four weeks minimum time for a concerted review of each deliverable by the SFMTA, the Planning Department, the SFCTA, and possibly other stakeholders. SFMTA will inform the consultant if additional review time is needed.

ALL DELIVERABLES:

The consultant should prepare two drafts, a screen check copy, and a final of all deliverables.

1. PROJECT KICKOFF

Consultant roles: to participate in project kickoff and prepare refined workscope and schedule

City and County staff role: to participate in project kickoff

Expected schedule: Within 2 weeks of receiving Notice to Proceed

Consultant Task 1: Project Kick-off Meeting

Upon receipt of a Notice to Proceed, Consultant will conduct a project kick-off meeting with key Project Staff.

Deliverable 1: Refined project scope of work including project schedule and deadlines for project deliverables.

2. OUTREACH PROGRAM

Consultant role: to assist City and County staff in preparation of outreach materials and attendance at outreach events

City and County staff role: to lead outreach program (including reserving meeting locations, conduct mailings, reproduction costs, and translation services)

Expected schedule: On-going

EN TRIPS will include a robust public outreach program that will serve to educate the public about the Study and the implementation process. A community involvement component of this Study will ensure that the transportation needs of residents and businesses are clearly understood and used to help select final projects for implementation. Outreach will be conducted with the assistance of both agency staff and Consultants.

The objective of the outreach component of the Study will be to accomplish the following:

- Represent community priorities in an equitable and comprehensive manner to provide a constructive basis for planning.
- Educate public on the need for transportation improvements to support the anticipated development from the Eastern Neighborhoods Plan and the required environmental review process.
- Develop an understanding of the community's vision for the Eastern Neighborhoods transportation infrastructure.
- Summarize preferred concepts and document accurately the proceedings of the outreach process.
- Communicate project design alternatives to the public, including the ability to graphically illustrate concepts through maps, streetscape renderings and other visual aides.

Initial public outreach assistance for EN TRIPS will be provided by a community-based non-profit funded through a separate in-kind grant from the San Francisco Foundation. This initial public outreach work includes communication with community stakeholder groups to support the public involvement during the launch of the Study and may continue through the formation of the EN CAC.

Consultant Task 2.a: TAC and CAC

The Consultant will assist staff to prepare for meetings of a Technical Advisory Committee and be involved with the Eastern Neighborhood's Citizen Advisory Committee. At key milestones in the Study, the Consultant will assist staff at workshop and forum opportunities for the general public to discuss issues openly and participate in the formulation and selection of preferred concepts and designs. In addition, the Consultant may assist staff at additional meetings with stakeholder groups at their own meetings to discuss the project and to bring information and public input back to the entire project team.

TECHNICAL ADVISORY COMMITTEE

An EN TRIPS Technical Advisory Committee (TAC) will be formed to collaborate between stakeholder agencies and the project team in developing specific plan concepts and help guide the project through the work program tasks described below. The TAC would meet regularly throughout the project timeline and membership on the TAC may include representatives from:

- San Francisco Municipal Transportation Agency
- San Francisco Planning Department
- San Francisco County Transportation Authority
- Urban Ecology
- Metropolitan Transportation Commission
- Association of Bay Area Governments
- San Francisco Mayor's Office
- San Francisco Department of Public Health
- San Francisco Department of Public Works
- The Port of San Francisco
- San Francisco Redevelopment Agency
- Regional transit providers in the Eastern Neighborhoods (BART, Caltrain, GG Transit, SamTrans, AC Transit)

EASTERN NEIGHBORHOODS CITIZENS ADVISORY COMMITTEE

As part of the Eastern Neighborhoods Plan, an Eastern Neighborhoods Citizens Advisory Committee (CAC) will be established. The CAC shall be the central community advisory body charged with providing input to City agencies and decision makers on all implementation activities related to the Eastern Neighborhoods Area Plans.

Representation

The Board of Supervisors shall appoint 2/3 of the committee members and the Mayor shall appoint 1/3 of the committee members of the CAC, making appointments that represent the diversity of the plan area. It shall include, at a minimum, two representatives from each of these four geographic areas of the Plan Area (the neighborhoods of Eastern SoMa, Central Waterfront, Mission and Showplace Square/Potrero Hill); and other members shall represent citywide interests, including residential and business perspectives. The Citizens Advisory Committee shall be comprised of 9-15 community members from varying geographic, socio-economic, ethnic, racial, gender, and sexual orientations living or working within the plan area. The CAC should adequately represent key stakeholders including resident renters, resident homeowners, low-income residents, local merchants, established neighborhood groups within the plan area, and other groups identified through refinement of the CAC process. Each member shall be appointed by the Board of Supervisors or Mayor and will serve for two-year terms, but those terms shall be staggered such that, of the initial membership, some members will be randomly selected to serve four year terms and some will serve two year terms. The Board of Supervisors or Mayor may renew a member's term.

EN TRIPS CAC Working Group

According to procedures set forth in bi-laws adopted by the CAC, the CAC may, at its discretion, appoint committees or working groups to provide outreach to community members and input to City Departments or decision makers on specific topics or about issues in one of the individual neighborhoods comprising the Eastern Neighborhoods. Each of these committees or working groups shall contain at least one CAC member, but may also be comprised of individuals who are not members of the CAC.

EN TRIPS is a critical piece of the Plans' transportation implementation program. The CAC may appoint a working group or committee to participate in the TRIPS process. This working group would monitor progress, provide feedback and act as a liaison to the larger community and CAC on relevant issues. The EN TRIPS working group would meet regularly in accordance with the study schedule and report back to the greater CAC, as necessary.

Consultant Task 2.b: Public Workshops

The Consultant will assist agency staff in preparing materials and staffing two series of public workshops that will be conducted at key points in the Study process as described below. Each series will consist of at least four workshops, so that there is at least one workshop in each of the four Eastern Neighborhoods. Agency staff will coordinate the room reservations for the workshops.

After the base and future year conditions report has been completed, the Consultant will assist agency staff to conduct Community Workshop Series #1. Community Workshop Series #1 will serve as a forum for the project team to: discuss Eastern Neighborhoods Plan transportation objectives; educate the public on the need for transportation improvements to support the anticipated development from the Plan; provide an overview of the Study process; present findings from the issues and opportunities analysis and the

base and future year land use and transportation conditions report; and solicit community input on perceived issues, goals and objectives.

The Consultant will assist staff in the presentation of findings from the circulation analysis / evaluation of alternatives as well as the key transportation and public realm improvement projects work at Community Workshop Series #2 for review and input. Community Workshop Series #2 will provide a forum for the project team to discuss the alternatives and illustrate how issues and considerations raised during Community Workshop Series #1 have been addressed in the key project designs. Utilizing interactive planning techniques, such as design charettes, the Consultant will lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for alternative project designs for particular identified key projects, or it may result in a hybrid concept that combines some elements of two or more alternatives.

OPTIONAL Consultant Task 2.c: Stakeholder Meetings

The Consultant may assist agency staff to prepare for and/or attend stakeholder group meetings to discuss EN TRIPS and to bring information and public input back to the entire project team. Consultants should provide an hourly cost for assisting with this optional task.

NOTE: The Consultant should not budget for outreach mailings, reproduction costs, or translation services, all of which will be handled by SFMTA.

Consultant Deliverable 2: Workshop Series Summaries and Outreach Program Final Report.

At the conclusion of each workshop series, the Consultant will provide a summary of the results. At the conclusion of the Study, Consultant will assemble a final report describing the Outreach Program conducted throughout the life of the project.

3: REVIEW AND DOCUMENT ISSUES AND OPPORTUNITIES

<p><i>Consultant role: none for this task</i></p> <p><i>City and County staff role: to prepare Issues and Opportunities Report</i></p> <p>Expected schedule: Issues and Opportunities Report by April 2009</p>
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SFMTA staff, with assistance from Planning Department and SFCTA staff, will assess and synthesize existing physical and regulatory conditions affecting the Study area with the goal of identifying issues and opportunities for transportation improvements in the Eastern Neighborhoods. Using existing sources to the fullest extent possible, the project team will identify and summarize issues and opportunities in order to lay a foundation for identifying system gaps and improvement needs. The work in this task will provide a more qualitative assessment of the Eastern Neighborhoods transportation system and will complement analysis in future tasks. The Report may include the following:

Population and Employment Data – Existing demographic data from the SFCTA’s model as well as 2000 Census and more recent American Community Survey data will be used to document the percentage of residents in each Eastern Neighborhoods census tract who travel to work by car or truck, carpool, transit, bicycle, walk or work at home. Vehicle availability data for each census tract will also be provided. Information about trip characteristics such as trip types and trip purposes will also be documented.

Transit – Drawing on the rich set of data from the Transit Effectiveness Project (TEP), existing public transit services will be summarized, including Muni routes, headways, and hours of operation, BART and Caltrain station locations, Golden Gate Transit, SamTrans and AC Transit services. Transit lines will be superimposed on the major generators map to visually display which generators are well served by transit and which are not. Automated Passenger Count (APC) data will be reviewed to determine the maximum load point on Municipal Railway lines in the four study areas and the most and least heavily used transit stops. Locations in each study area that are more than two blocks from an existing transit route will be identified.

Bicycles – Relying upon data from the San Francisco Bicycle Plan, this section will identify existing bicycle routes, as well as gaps in the existing route system and barriers to bicycling such as steep terrain, narrow streets, freeways and railroad tracks in the Eastern Neighborhoods Study areas. Bicycle volumes will be provided for selected roadways.

Pedestrians and Public Realm – The pedestrian section will identify the existing pedestrian infrastructure in the Eastern Neighborhoods. This will include information on existing midblock crossings, corner bulbs and other pedestrian amenities. The analysis will identify streets with pedestrian deficiencies such as missing or narrow sidewalks. Existing barriers to pedestrian circulation such as freeways, railroad tracks and steep topography will also be identified. The quality and availability of paving, lighting and street furniture will also be examined.

Traffic - The traffic analysis shall describe the existing roadway system in terms of the street layout, topography, designated arterials, one-way versus two-way streets, roadway widths, number of lanes, average speeds, speed limits and traffic control devices. Existing intersection volumes and levels of service from the Eastern Neighborhood EIR will be summarized. In locations within the SoMa grid or along other key corridors where existing data is either lacking or out-of-date, new traffic counts should be gathered. Underutilized or redundant streets that could provide open space or land exchange opportunities will also be identified.

Parking – The study will identify major off-street parking facilities and parking rates, existing on-street parking regulations (including parking meters, residential permit parking areas, time-limited areas and areas with no parking regulations other than street cleaning) typical parking occupancies, and areas with limited parking availability, such as Showplace Square and most parts of SoMa. Attention will be paid to collection of parking data near transit stations (such as Caltrain and BART) in Eastern Neighborhoods.

The study will also coordinate with SFMTA's *SFpark* program to explore the introduction of parking management and pricing strategies for 1 or 2 identified priority focus areas in the Eastern Neighborhoods, such as Showplace Square.

Taxis – Existing taxi stands in the study area will be identified.

Shuttle Services - Existing shuttle services operated by public (such as UCSF) and private operators (such as the China Basin Landing building, 600 Townsend Street, Adobe, the California College of Art, the San Francisco Academy of Art, and others) will be researched to determine their routes, ridership levels, frequencies, fares (if any), costs, and major challenges. The routes will be displayed on a consolidated map to indicate any redundancies or overlaps in service in order to identify the potential for service consolidation or increased efficiencies. This effort will begin to identify shuttle service issues in the Eastern Neighborhoods to look at needs and opportunities for better management and operations.

Goods Movement – This section will describe major generators of truck travel and will describe routes with heavy truck movements as well as streets where trucks are currently restricted. Freight loading facilities and provisions to accommodate on-street truck loading will also be summarized.

Transportation Pipeline Projects – Building upon work that is already underway, this section will provide project descriptions and funding and implementation status of already planned, funded and/or environmentally-reviewed transportation infrastructure projects in the Eastern Neighborhoods.

4. EXISTING CONDITIONS: STREET TYPES AND FUNCTIONS

Consultant role: none for this task

City and County staff role: to conduct an Inventory of SoMa grid and Key Eastern Neighborhood Priority Corridors

Expected schedule: Inventory of SoMa grid and Key EN Priority Corridors by June 2009

Building upon the findings of the Issues and Opportunities work, SFMTA staff will use developed Street Archetypes and Functions assignments as a basis to create an inventory of the existing conditions of the SoMa street grid and on other select key streets in the Eastern Neighborhoods. The inventory will identify improvements needed for each street to fulfill its intended function. Aspects of functional analysis will focus on the following:

- Transit speed and reliability
- Density of transit demand
- Pedestrian crossing needs
- Bicyclist needs
- Streetscape needs
- Parking needs
- Goods movement
- Auto use

In terms of traffic calming, project staff will consider key streets where excessive vehicle speeds might negatively impact the pedestrian and bicycling environment. The analysis will explore bringing vehicle speeds on these streets back to speed limit, and if so, identify potential improvements towards this goal.

5: TRAVEL DEMAND MODELING ANALYSIS SUPPORT

Consultant roles: 1) to conduct post-processing of travel demand forecast model outputs; and 2) to prepare Base and Future Year Land Use and Transportation Conditions Report

City and County staff roles: 1) to conduct the Phase 2 of the 2008 Eastern Neighborhoods Travel Behavior Survey; and 2) to provide travel demand forecasting through use of the SFCTA's SF-CHAMP model

Expected schedule: Preliminary Travel Demand Modeling Results by June 2009

The demographic analysis and travel demand forecasts will consider not only the Eastern Neighborhoods Plan defined Study area but the impacts of the surrounding high-growth areas such as Mission Bay, Transbay Terminal, Rincon Hill and Western SoMa. The base analysis year will be determined by the most current existing conditions data and the future analysis year will be 2030. The PM peak travel period will be the primary focus for analysis of traffic conditions.

Travel Behavior / Demographic Analysis

In an on-going effort being lead by the SFCTA, demographic travel data will be gathered through a survey process that will provide important data inputs for SFCTA's Travel Demand Model. Surveys will be targeted to a representative sample of residents and workers who will be selected by geographic locations and types of buildings. A broad cross-section of residents and workers will be included in the sampling plan. Surveys will ask for information on the respondents travel over the past week—purpose, mode, trips en route, parking and automobile availability, use of alternatives to the auto, and other key travel factors. Data from these surveys will provide input for a travel behavior and demographic analysis to consider future conditions in the Eastern Neighborhoods and surrounding areas. Maps will be produced to show demographic trends geographically.

Travel Demand Forecasting

Evaluation will include use of an SFCTA model (SF-CHAMP) to forecast travel demand based on land use projections for year 2030 baseline and alternate scenarios developed through the Eastern Neighborhoods Plan and EIR. Modeling will reflect major generators, traffic conditions, transit conditions, bicycles, pedestrians, shuttles, taxis, parking and freight movement. Proposed new major generators will be mapped alongside existing major generators to highlight where major increases in transportation demand are projected to occur. First-run modeling efforts will account for the expected land use changes in the Eastern Neighborhoods. However, the SF-CHAMP model may be re-run up to three times to provide outputs for traffic and operational analysis, as proposed transportation improvement project alternatives are designed and vetted in future tasks.

Consultant Task 5: Travel Demand Modeling Post-Processing

The Consultant will conduct post-processing of travel demand forecast model outputs from the SFCTA model. The Consultant may need to reconcile model outputs with those

performed for the Western SoMa EIR and Transbay Transit Center EIR, as well as the Eastern Neighborhoods EIR completed in 2007.

Consultant Deliverable 5: Travel Demand Modeling Results.

The Consultant will compile the findings of the travel demand modeling post-processing work including the base and future year land use and transportation data and related mapping into a report.

6. FUTURE CONDITIONS: NEEDS ANALYSIS

Consultant roles: 1) to conduct multimodal Future Conditions Operational Needs Analysis; and 2) to prepare Base and Future Year Land use and Transportation Conditions Report

City and County role: to provide data and direction to Consultant

Expected schedule: Base and Future Year Land Use and Transportation Conditions Report by September 2009

Consultant Task 6: Needs Analysis

Relying upon data collected in earlier tasks, the Consultant will conduct a future conditions operational needs analysis in SoMa and on select priority corridors in the Eastern Neighborhoods with attention paid to issues related to transit, pedestrians, bicycles, parking, and goods movement.

Transit – Consultant will conduct a future transit service needs analysis including: 1) a preliminary line-by-line review of expected transit route structure serving the EN; 2) an assessment of transit operating needs based on 20 year growth anticipated in EN, including increased headways to reduce overcrowding, fleet and facility implications; and 3) recommendations for incremental investments needed to improve transit travel time in order to off-set increased service demand and cost for operations in the EN. Consultant will use the TEP’s 5 year recommendations as a starting point in understanding the 20 year transit needs in the Eastern Neighborhoods, and will focus on specific transit corridors for which improving transit efficiency and reliability will be a high priority.

Pedestrians – Consultant will conduct a pedestrian circulation and access needs analysis to analyze pedestrian connectivity and provide recommendations on locations where new pedestrian infrastructure improvements are needed to access key destinations based on current land uses, proposed EN land uses, existing transit stations and stops, and any new planned pedestrian facilities.

Bicycles – Consultant will conduct a future bicycle circulation needs analysis. Relying upon the proposed bicycle network from the San Francisco Bicycle Plan and current bicycle network, staff will analyze future expected bicycle travel patterns in the Eastern Neighborhoods based on proposed EN land uses.

Traffic – Consultant will conduct a traffic operations needs analysis with emphasis on vehicle trips generated, vehicle travel delays, and intersection level of service impacts resulting from 20 year growth in the Eastern Neighborhoods. This may include preliminary modeling by SFMTA staff of traffic circulation in the SoMa grid using an already developed SYNCHRO model.

Parking – Consultant will conduct a parking needs analysis to address the adequacy of the existing on-street parking supply to meet freight and passenger loading needs of adjacent land uses, visitor parking needs, particularly in commercial areas, residential parking needs, parking conflicts with transit vehicles and pedestrians as well the beneficial effect that on-street parking can have in separating moving traffic from pedestrians. Attention should be paid to potential future impacts on the parking needs of disabled drivers and passengers and anticipating the future need to provide additional taxi stands.

Goods Movement – Consultant will conduct a needs analysis for the future growth of the goods movement industry and the impacts that the increased deployment of heavy trucks will have upon roadways in the Eastern Neighborhoods.

Consultant Deliverable 6: Base and Future Year Land Use and Transportation Conditions Report.

The Consultant will assemble findings from this and earlier tasks into a base and future year land use and transportation conditions report.

In coordination with the base and future year conditions report, the Consultant will assist agency staff to prepare materials for Community Workshop Series #1. Consultant will summarize public comments received.

7. SELECTION OF STREET REDESIGN ALTERNATIVES TO BE EVALUATED

Consultant role: 1) to propose preliminary options for street redesign alternatives; and 2) to create an alternatives evaluation matrix tool

City and County staff role: to provide feedback to Consultants including an initial assessment of the physical feasibility of preliminary street redesign alternatives

Expected schedule: Preliminary Street Redesign Alternatives for SoMa Streets and EN Select Priority Corridors by September 2009

Consultant Task 7: Preliminary Street Redesign Alternatives

The Consultant will propose preliminary options for major street redesign alternatives of the SoMa grid and select priority corridors (such as Folsom Street, 16th Street, Mission Street and Townsend Street). The alternative design phase will require designers to propose specific widths of sidewalks; the number and width of transit, bicycle, and general traffic lanes; sidewalk bulb outs and whether on-street parking should be included. Other building blocks of the alternatives that could be included are left turn

restrictions at intersections, signalized midblock pedestrian crossings, traffic signal priority for buses, bus bulbs and other treatments.

SFMTA staff will take the first pass at assessing the physical feasibility of the proposed redesign alternatives. Findings from the operational needs analysis in the prior task should help to inform this task by calling attention to the impacts and benefits to transit, freight, parking, pedestrians, bicycles, and autos.

Various redesign alternatives will also be vetted with citizen and agency representatives to ensure that the alternatives to be evaluated both address community desires and are physically feasible. Preferred designs for these select priority corridors should emerge from this task.

Consultant Deliverable 7: Street Redesign Alternatives Matrix

The Consultant will assist with the development of an alternatives evaluation matrix tool that can be easily understood by stakeholders and the public.

8. CIRCULATION ANALYSIS / EVALUATION OF ALTERNATIVES

Consultant role: 1) to assist in the creation of a strategy for the evaluation of alternatives; 2) to conduct a peer review of the Circulation Analysis; 3) OPTIONAL Additional Modeling post-processing; 4) Multi-modal Evaluation of Alternatives; and 5) to prepare the Circulation Analysis / Evaluation of Alternatives Report

City and County staff role: 1) to conduct Circulation Analysis for identified project alternatives; and 2) to provide data and direction to Consultants

Expected schedule: Circulation Analysis / Evaluation of Alternatives Report by September 2009

Consultant Task 8.a: Develop Strategy for Evaluation

The Consultant will assist agency staff in creating a strategy for evaluating how future travel demand and operational needs can be accommodated according to a range of identified transportation investment and public realm improvement project alternatives. This will include a traffic circulation analysis conducted by SFMTA staff with a peer review by the Consultants. Additionally, the Consultant will utilize findings from previous tasks to evaluate the range of project alternatives based on their impact on modes other than the automobile.

Circulation Analysis

A circulation analysis is necessary to fully understand the impacts of potential future infrastructure investments in the Eastern Neighborhoods. In this task, the entire South of Market street grid will be considered in the circulation analysis, as changes to one street configuration in SoMa would likely have significant impacts upon other nearby streets. SFMTA has already developed a SoMa SYNCHRO model that includes updated current traffic volumes for the majority of the intersections, and SFMTA staff will be primarily

responsible for conducting the SoMa circulation analysis portion of this task. SFCTA will provide projections of year 2030 transit ridership and bicycle and pedestrian volumes as well as future intersection turning movement volumes generated by the SF-CHAMP model or other available sources. These year 2030 volumes will be entered into the SFMTA's SoMa SYNCHRO model to determine the level of vehicle congestion at study area intersections. SYNCHRO will also provide data on speeds, and traffic signal delay for vehicular traffic. Traffic signal timing can be adjusted in order to minimize congestion wherever possible. Changes in overall travel delay will be projected, which could be translated into projections of vehicular emissions.

Consultant Task 8.b: Circulation Analysis Peer Review

The Consultant will conduct a peer review of the SFMTA's findings related to the traffic impacts of different circulation plans based on a defined range of project alternatives.

As previously mentioned, SFCTA may re-run the SF-CHAMP model up to three times to provide outputs for traffic and operational analysis, as proposed transportation improvement project alternatives are designed and vetted during this task. If necessary, the Consultant will manually adjust the travel demand projections to fit specific alternatives. For example, if a SoMa alternative includes two-way traffic on streets that are currently one-way, traffic assignments will need to be modified and transit routes will need to be revised. Assumptions about whether left turns would be permitted at the intersections will need to be made and traffic turning movements will need to be adjusted accordingly.

OPTIONAL Consultant Task 8.c: Additional Travel Demand Modeling Post-Processing

The Consultant may use outputs from the SFCTA's activity-based model to verify travel demand and micro-simulation models to determine operational performance. Therefore, the Consultant should budget for this optional task if it is determined that additional model output post-processing is required or further modeling work through SYNCHRO and/or VISSIM is necessary to understand the full transportation impacts of the street design alternatives being developed in this task.

Consultant Task 8.d: Multi-Modal Evaluation of Alternatives

The Consultant will evaluate the range of project alternatives according to their impact upon non-private vehicle modes including transit, pedestrian, bicycle, goods movement, and parking.

Transit Evaluation: Consultant will evaluate the transit travel times based on SYNCHRO delay projections and on detailed evaluation of transit delay based on traffic signal timing and bus stop locations. The feasibility and impact of providing traffic signal priority for transit vehicles will also be evaluated, and the impact on travel times will be quantified. Careful evaluation of the feasibility of transit-only lanes will be conducted. Particular attention will be paid to transit issues such as the potential for conflicts with bicycles, trucks and illegally parked vehicles and the adequacy of lane widths for transit vehicles. The evaluation will include Muni as well as Golden Gate Transit, SamTrans and privately

operated shuttle vehicles. Turning radii for any anticipated right or left turns by transit vehicles will be carefully reviewed.

Pedestrian Evaluation: The detailed evaluation of alternatives from a pedestrian perspective will include the potential for placemaking through increased space for street furniture and sidewalk tables and chairs, landscaping, and other pedestrian amenities as prescribed in the draft Better Streets Plan. Changes in sidewalk widths will be quantified in the analysis, as would changes in pedestrian crossing distances due to sidewalk widenings and/or corner or midblock bulbs. The analysis would consider possible implications for pedestrian safety and collisions with motor vehicles based on factors such as speeds, turning conflicts, visibility and traffic and pedestrian volumes. Implications for disabled pedestrians will be carefully evaluated.

Bicycle Evaluation: The study will address impacts on bicycle circulation by evaluating the provision of bicycle facilities such as bike lanes, sharrows and wide right lanes; bicycle volumes; conflicts with vehicular traffic and parked vehicles; potential for double-parking; motor vehicles speeds; and provision of space for bicycle parking. Potential conflicts between bicycles and public transit and trucks will be given particular attention.

Goods Movement Evaluation: The study will address freight issues such as on-street and off-street parking, turning radii at intersections and lane widths of each alternative.

Parking Evaluation: The parking analysis will address the adequacy of the on-street parking supply to meet freight and passenger loading needs of adjacent land uses, visitor parking needs in commercial areas, residential parking needs, conflicts with transit vehicles and pedestrians as well the beneficial effect that on-street parking can have in separating moving traffic from pedestrians. The evaluation will address any impacts on the needs of disabled drivers and passengers.

Consultant Deliverable 8: Circulation Analysis and Evaluation of Alternatives Report
The Consultant will summarize the preliminary findings from the circulation analysis and the multi-modal evaluation of each project alternative into a report, and this information will be reviewed by the TAC and CAC.

Following an iterative process, each alternative will be refined and reevaluated in order to determine if negative impacts can be minimized or if substantial changes to alternatives should be made in order to make them function acceptably. At the conclusion of this task, stakeholders will have a greater appreciation of what the trade-offs are between various alternatives. The process for selecting the project alternatives to be further developed and designed in the following task will be the result of a publically conducted project alternatives prioritization process and must be constrained to the study's available budget.

9. DEVELOP AND DESIGN KEY TRANSPORTATION AND PUBLIC REALM IMPROVEMENT PROJECTS

Consultant role: to assist with production of maps and drawings in order to prepare a Key Eastern Neighborhoods Transportation and Public Realm Improvement Projects Report

City and County staff role: 1) to lead the design work with the preparation of cross sections and intersection drawings for key projects; and 2) to provide cost estimates for key projects

Expected schedule: Key Eastern Neighborhoods Transportation and Public Realm Improvement Projects Report by November 2009

Based on preferences that will emerge from the stakeholder and public input process for EN TRIPS, this task will translate preliminary concepts for the preferred alternative of several key transportation and public realm improvements identified in the earlier task into more fully developed designs that can be costed out.

Planning level costs will include costs for developing detailed designs, construction, construction management and on-going maintenance where applicable. A fifteen percent contingency will be applied to all cost estimates.

Consultant Task 9: Project Design Assistance

For each street, SFMTA will lead the effort to design priority projects to the level of conceptual design including the development of schematics showing cross sections of possible reconfigurations of the public right-of-way from property line to property line and the four approaches to each intersection. The cross sections will indicate the existing and proposed sidewalk widths, parking lane widths (if on-street parking is proposed), bicycle lane widths, transit lane widths and general traffic lane widths and turn lane widths (if proposed). The public right-of-way of nearly all South of Market streets is 82.5 feet, so production of cross sections for similar concepts on multiple SOMA streets should be replicable. On streets where the public right-of-way changes from segment-to-segment, such as on 16th Street, separate cross section schematics will be prepared for each segment. The Consultant should provide assistance to SFMTA with the production of maps and drawings that help the lay-audience understand the proposed project designs.

Consultant Deliverable 9: Key Eastern Neighborhoods Transportation and Public Realm Improvement Projects Report

The Consultant will assemble the project designs into a report for public review and comment at Community Workshop Series #2.

10. CREATE FUNDING AND IMPLEMENTATION STRATEGY

Consultant role: none for this task

City and County staff role: to prepare Funding and Implementation Strategy Document

Expected schedule: Funding and Implementation Strategy Document by December 2009

Based upon community input and emerging priorities, SFMTA will be the lead agency to prepare a complete funding and implementation analysis for the identified preferred alternative of each key Eastern Neighborhoods Transportation and Public Realm improvement project. Packaged together, this document will constitute a strategy based upon data and information developed through earlier tasks. The purpose of the analysis will be to fully understand project costs, determine existing and future funding opportunities (including impact fee revenue, grants, and any new Eastern Neighborhoods Plan-initiated financing programs) and develop an implementation timeline for these key implementation projects.

In the process of creating a phasing and implementation strategy, key improvement projects will likely be grouped into two categories: Near-term and Long-term. Near-term Improvement Projects are those that most effectively respond to infrastructure needs that exist today or will exist within the next 5 years. The Long-term Improvement Projects are those that most effectively respond to anticipated infrastructure needs due to anticipated growth in the Eastern Neighborhoods in the next 5-20 years.

11. PREPARATION OF DRAFT EN TRIPS REPORT

Consultant role: to compile components of earlier deliverables, prepare additional maps and illustrations as needed into a Draft EN TRIPS Report for public review

City and County staff role: 1) to provide report text and additional updated information to Consultants, as needed; 2) to provide additional technical proof-writing and graphic design assistance for report preparation; and 3) to pay for reproduction and report distribution costs

Expected schedule: Draft EN TRIPS Report by March 2010

Consultant Task 11: Draft Report Preparation Assistance

The Consultant will assist SFMTA staff in the preparation of a complete Eastern Neighborhoods Transportation Implementation Planning Study report that draws from the analysis and findings completed in earlier tasks into a public review document. The EN TRIPS report will serve as the blueprint for guiding the development of the critical new transportation infrastructure within the Eastern Neighborhoods for the next 20 years. SFMTA staff will provide the majority of the text for the report, and the Consultant will

assist with report production particularly the preparation of maps and illustrations that help the lay-audience understand the Study.

The Eastern Neighborhoods Transportation Implementation Planning Study report that draws from the analysis and findings completed in earlier tasks into a public review document. The EN TRIPS report will serve as the blueprint for guiding the development of the critical new transportation infrastructure within the Eastern Neighborhoods for the next 20 years. The plan will include the following elements:

Community Involvement Section - Description of the EN TRIPS process and the role the public played in creating the report.

Goals and Policies Section – As EN TRIPS is a companion study to the Eastern Neighborhoods Community Plans, this section will include an overall description of the objectives, policies and implementation action items that were developed for transportation through the Eastern Neighborhoods planning process. This section will describe the existing goals, objectives and policies that create a framework for developing a sustainable transportation network for the Eastern Neighborhoods. This section will also discuss existing adopted policies such as San Francisco's "Transit First Policy" which gives top priority to public transit investments as the centerpiece of the city's transportation policy and adopting street capacity and parking policies to discourage increases in automobile traffic. This policy encourages multi-modalism including the use of transit and other transportation choices, including bicycling and walking, rather than the continued use of the single-occupant vehicle.

Land Use Section - Description of anticipated increase in new housing units including affordable housing, jobs and a mix of other uses within the EN planning area. As affordable housing is a major consideration of the Eastern Neighborhoods plans, innovative alternatives to existing inclusionary requirements have been developed aimed at achieving even higher levels of housing affordability.

Parking Demand Analysis – Description of the parking management and pricing strategies developed by SFMTA's *SFpark* program and their applicability to the Eastern Neighborhoods.

Station Access and Connectivity - Address pedestrian, transit, auto, motorcycle, and bicycle access to transit stations in the EN Study area. Address circulation through the EN area, projected motorized traffic impacts and estimate the number of transit riders from within the Study area accessing transit stations by non-motorized modes. This will also include an accessibility and visitability section that reflects the City's strong policies and guidelines regarding accessibility, which is an integral part of any new or redesigned transportation infrastructure.

Detailed Analysis of Select Priority Corridors – Inventory of key Eastern Neighborhood priority corridors based on street archetypes and functions design guidelines. Identifies preliminary street redesign options for select priority corridors.

Key Transportation Infrastructure Projects – Identifies the preferred alternatives of each identified key transportation and public realm improvement projects needed to support the anticipate growth from the Eastern Neighborhoods land use changes.

Funding and Implementation – Identifies full costs needed to implement the key identified projects and the improvement phasing and funding strategies necessary to implement these projects.

Consultant Deliverable 11: Draft EN TRIPS Report

NOTE: The Consultant should not budget for report reproduction costs, or mailings, all of which will be handled by SFMTA.

12. DRAFT ENVIRONMENTAL REVIEW DOCUMENTS FOR SELECT PROJECTS

Consultant role: to prepare draft environmental review documents

City and County staff role: 1) to conduct evaluation of required level of environmental review; and 2) to provide input and assistance to Consultant

Expected schedule: Draft Environmental Review Documents by September 2010

The purpose of this task is to prepare environmental documents that meet the requirements of both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Qualified candidates should have experience in the preparation of environmental impact reports and environmental impact statements, with a focus on transportation, traffic and transit issues. Consultants responding to this RFP must have proven expertise and experience with the full range of environmental issues, including transportation feasibility studies. All planning and technical analysis conducted in earlier tasks should be consistent with and complementary to the requirements of the environmental review that will be required to environmentally clear key projects through this process.

To successfully manage and complete the environmental review process for EN TRIPS, the Consultant should develop a comprehensive plan of action, and provide for an adequate level of consultant support. The SFMTA will enlist the assistance of other stakeholders, primarily the San Francisco Planning Department - Major Environmental Analysis (MEA) unit, on the Environmental Review process and associated technical background studies. The administrative and published drafts of the background studies and environmental documents will be prepared and distributed by the selected consultant firm, under the direction of staff at SFMTA and MEA.

The SFMTA anticipates close collaboration with MEA throughout the project phases, with emphases on the early scoping of the document. During the process, the MEA will provide information on the area and furnish available data as needed to complete the environmental documents. The consultant will be expected to perform and deliver the draft and final environmental documents as proposed within budget and on schedule. The SFMTA will require regular progress reports be made during this task.

NOTE: The Consultant should expect that the environmental review work performed in Tasks #12 and #14 will account for at least one-third of the overall contract budget.

Consultant Task 12.a: Prepare Draft Environmental Review Documents

The exact extent of the environmental review required will depend upon the final list of key identified improvement projects. The projects which have not been environmentally reviewed through a separate process and that are determined to have no significant environmental impacts will be environmentally cleared with the appropriate CEQA documents including Categorical Exemptions, Negative Declarations, and Mitigated Negative Declarations. The Consultant's proposal should include multiple drafts of necessary background studies for the environmental review process.

OPTIONAL Consultant Task 12.b: Prepare EIR for Select Project(s)

However, key identified projects that are determined to require an Environmental Impact Report may not be fully environmentally cleared through the EN TRIPS environmental review process unless additional funding for a required EIR can be secured. Otherwise, the Final EN TRIPS report will include information regarding the additional cost and timeline to complete the required environmental review of these key projects in the Funding and Implementation Strategy section.

The environmental review shall address, at a minimum, the following areas:

Land Use Consistency and Compatibility – Evaluate the proposed project's consistency with adopted City plans and policies.

Transportation and Circulation – A traffic study analyzing traffic and circulation issues, impacts on existing and proposed bikeways, transit systems and pedestrians, and impact on pedestrian safety.

Air Quality – Address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis will address both operational including vehicular emissions (long-term) and construction level (short-term) impacts.

Noise/Vibration – Evaluate the potential impacts on ambient noise levels from any construction related noise, as well as potential impacts on ambient noise from the proposed project.

Biological Resources – Analyze the project’s short-term (construction) as well as long-term impacts on biological resources including any special status species.

Toxics – Evaluate sites in the plan area that are potentially contaminated. Potential impacts will be identified and analyzed. Mitigation measures will be developed to ensure that proposed development can occur in the area.

Hydrology/Drainage/Water Quality/Sanitary Sewer System – Analyze and address the project’s construction and operational impacts to hydrology, drainage, the sewer system, and water quality in the area.

Public Services – Evaluate the potential impacts to public services such as schools, solid waste, police, fire and utilities.

Cultural/Historical Resources – Evaluate potential impacts to cultural and historical resources in the proposed plan area. Mitigation measures will be identified to reduce potential impacts.

Discussion of Growth Inducing and Cumulative Impacts – Address cumulative impacts of the project. The EIR shall discuss cumulative impacts when the project’s incremental effect is considered cumulatively considerable.

Discussion of Alternatives – Describe a range of reasonable alternatives for the project. Evaluate the comparative merits of the alternatives, including the “No Project” alternative.

Mitigation Monitoring Plan – A Mitigation Monitoring Plan will be developed for project implementation.

The project team will provide a public review and comment period per CEQA/NEPA following preparation of draft environmental review documents to receive comments and input from the public.

Consultant Deliverable 12: Draft Environmental Review Documents

13. FINAL EN TRIPS REPORT

Consultant role: to assist with any final revisions to EN TRIPS Report based on public review

City and County staff role: 1) to make final revisions to the EN TRIPS Report based on public review; and 2) to pay for reproduction and report distribution costs

Expected schedule: Final EN TRIPS Report by December 2010

Consultant Task 13: Final Report Preparation Assistance

SFMTA staff will make any final revisions or modifications to the EN TRIPS Report and prepare a camera-ready copy and coordinate printing of the documents. The Consultants should be available if assistance with these final revisions is required.

14. FINAL ENVIRONMENTAL REVIEW DOCUMENTS FOR SELECT PROJECTS

Consultant role: to prepare final environmental review documents

City and County staff role: to issue final environmental review documents

Expected schedule: Final Environmental Review Documents by December 2010

Consultant Task and Deliverable 14: Final Environmental Review Documents

The Consultant will make any final revisions or modifications to the environmental review documents for key projects that have been environmentally cleared in EN TRIPS and prepare a camera-ready copy and coordinate the printing of the documents with City and County staff.



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IV. SUBMISSION REQUIREMENTS

4.1. Time and Place for Submission of Proposals

All proposers must submit one (1) original hard copy (with original signature), ten (10) copies of their Proposals, and one (1) CD-ROM version of the entire proposal within a box or envelope clearly marked **RFP CS-160 – Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review** by the deadline, delivered to the address stated below. Partial or total omission of any of these items from a proposal may disqualify proposals from further consideration. Proposals submitted by fax will not be accepted. Late submittal of proposals will not be accepted.

All proposers shall also submit ten (10) copies of their cost proposal in a separate sealed envelope clearly labeled as “**Contract No. CS-160 – Eastern Neighborhoods Transportation Implementation Planning Study and Environmental Review Confidential Cost Proposal.**”

All Written and Cost proposals must be received at SFMTA by: Wednesday, March 4, 2009 at 4:00 p.m., PST

Proposals must be delivered to:

Mr. Edward Tom, Contract Administration

SFMTA Transportation Planning and Development Division
**One South Van Ness, 3rd Floor
San Francisco, California 94103
Edward.Tom@sfmta.com
(415) 701-4279**

4.2 Submittal Documents-Format

The proposal shall be clear, concise and complete. The proposal shall total no more than 50 pages. All pages shall be 8-1/2" x 11", minimum size 10 font, unless otherwise noted in this RFP. Documents requested in Item 7 of this Section, along with team members' references and resumes and other reference materials, shall be placed in an appendix and will not be counted as part of the 50-page limit. All documents submitted shall be bound in a binder with each section separated by tabbed dividers. Distinct documents enclosed in the appendix shall be separated by tabbed dividers as well. Attachments, photos, and other reference material may be included in the proposal; however, reference materials not requested in this RFP may or may not be used by the Selection Committee in evaluating the Consultant's proposal.

Firms interested in responding to this RFP must submit the following information, in the order specified below:

4.3 Submittal Documents-Content

A. Introduction and Executive Summary (5 page maximum)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

Furnish an executive summary briefly describing the qualifications and organization of the consulting team (prime consultant, subconsultants, and key personnel), highlighting the key points of the proposal, and verifying that the consulting team will be able to meet all requirements in this contract.

Indicate that the proposer has read and finds the City's standard contract agreement acceptable (see Appendix 3). If the proposer is unable or unwilling to comply with any requirements of the standard contract agreement, then identify the requirements and explain why the proposer cannot comply with them.

B. Organization and Management Approach (10 page maximum)

- a. Provide the full name, address of the proposing firm. For a joint venture or association, provide the full name and address of the prime firms or member firms. For an association, provide the type of arrangement and describe the contractual relationship. Provide the same information for each subconsultant (if any).
- b. Provide the name, title, address and telephone number of individual(s) with authority to bind the firm, joint venture, or association.

- c. Identify one individual, empowered by the proposer and representing the entire consulting team, as the principal in charge, whose responsibility is to manage the entire consulting team, regardless of the other key personnel provided.
- d. Briefly describe the firm, joint venture, or association (the prime consultants) and the services it will provide. If the prime consultant is a joint venture or association, explain in detail the responsibility of each member firm. Briefly describe any subconsultants, their responsibilities, and the services they will provide.
- e. Describe how the consultant will integrate and interface with City staff and City's other consultants.
- f. Describe the consulting team's internal procedures for developing and maintaining quality and cost control, and for correcting quality and budget deviations. Describe the types of reports that the consulting team will provide.

C. Service and Staffing (5 page maximum excluding resumes)

Describe the consulting team's plan and ability to provide the services and staffing to meet the City's needs as it is understood from this RFP. Also, describe the consulting team's ability to respond to possible change through the term of the contract (such as schedule changes and scope of work changes).

Provide an organization chart or matrix indicating the names of individuals who will be working on the project (including subcontractor staff), descriptions of roles and responsibilities and number of hours each individual will spend on the project. Be sure to clearly indicate the proposer's lead project manager. Also include a brief summary of each individual's related work experience, including resume of key staff that are proposed to be assigned to the project. Provide a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

D. Relevant Experience and References (10 page maximum)

Describe relevant past project experience including qualifications, experience and major or unusual accomplishments for the following:

- Prime consulting firm and its subconsultants
- The management personnel directly involved and key roles played in the contract

This section of the proposal shall summarize, highlight and supplement the information contained in the PM3 forms and resumes. Describe fully the proposer's experience in the

field of environmental analysis and review, both with respect to NEPA and CEQA, specifying with particularity the consultant team's experience with respect to transportation project planning and feasibility. Describe any experience and effectiveness that the firms or personnel have in working with a mixed team of City/client-consultant personnel in the development of environmental review documents.

Lengthy and detailed information regarding the above shall be contained in the PM3 forms (Appendix 1) for the prime consultant and subconsultants and in resumes for the individual personnel. PM3 forms and personnel resumes shall be enclosed in the appendix and will not be counted toward the page limit. Personnel resumes should describe the roles, responsibilities and major accomplishments achieved for each contract, along with dates of involvement.

Provide three (3) references for transportation planning studies, EIS/EIRs and/or feasibility studies that the proposing firm has worked on. List each client's name and location (city, county, state), reference contact person, phone number, e-mail address, dates of the engagement, and the names and roles of proper's lead staff who worked on these engagements. The reference contact person should be a current employee within the respective agency for which the environmental review work was performed.

E. Technical Approach (20 page maximum)

The tasks outlined in Section II, Scope of Services, present SFMTA's view and general description of the work to be accomplished. Consultants must address and expand as necessary upon outlined tasks described in this RFP. The Consultant may suggest additional tasks and revisions to task descriptions from those specified in this RFP, within the limits of accomplishing the project goals. At a minimum, a Consultant's description of its technical approach must describe the following:

- The Consultant's understanding of the nature and extent of the services required for each task.
- Proposers shall submit a detailed work plan for all contract phases. In the work plan, the proposer must include a staffing schedule and overall program schedule. They must also provide a timeline and methods for expediting successful completion of tasks and deliverables, including keeping the SFMTA informed about the progress of tasks and deliverables. The Consultant may sort, group, delete, combine, and separate the required tasks, subtasks and deliverables as specified in the RFP and add tasks as necessary to complete the scope of work of each contract phase. Tasks and subtasks refer generally to items of work described in this RFP section II, Scope of Services. The work plans will be used in determining the cost of the services to be provided to the SFMTA.
- Special issues, problems, or constraints encountered and the approach employed towards mitigating and resolving them.

F. Cost Proposal

SFMTA intends to award this contract to the firm/proposer that will provide the best overall value to SFMTA. SFMTA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this RFP.

The Consultant shall submit ten (10) copies of its cost proposal in a separate sealed envelope clearly labeled as

**“Contract No. CS - 160 – Eastern Neighborhoods Transportation
Implementation Planning Study and Environmental Review
Confidential Cost Proposal.”**

Sealed Cost Proposals shall be submitted to:

**Mr. Edward Tom
Contract Administration
SFMTA Transportation and Development
One South Van Ness Ave., 3rd Floor
San Francisco, CA 94103
Edward.Tom@sfmta.com
(415) 701-4279**

1. The Cost Proposal shall be submitted in the format as per Appendix 7. The Cost proposal shall be submitted for all tasks and subtasks proposed. The last page of the Cost Proposal shall clearly indicate the total cost proposal for all tasks.
2. The Cost Proposal shall be valid for 180 calendar days from the Cost Proposal. The Cost Proposal for Optional Tasks shall remain valid for a period of 24 months during which SFMTA may exercise any of the options at its own discretion.
3. The Proposer shall carefully review all requirements of the sample contract (Appendix 3) attached to this RFP prior to preparation of its Cost Proposal. In preparation of its Cost Proposal, the Proposer must assume that SFMTA will not make modifications to the terms of the contract as attached.

The Cost Proposals shall include the following:

1. Direct hourly rates by position of all personnel involved or proposed for the prime consultant and all subconsultants.
2. Most recent, audited overhead rates for prime consultant and all subconsultants.

3. A detailed breakdown of labor hours for each task and subtask by firm, by discipline and by personnel classifications/grades.
4. A detailed cost breakdown for each task and subtask by firm, by discipline, by personnel classifications/grades.
5. Summary of each firm's direct cost and indirect costs for each task and subtask, including a breakdown of the other direct reimbursable costs.
6. Recent independent audits of the overhead rates for the consultant and each of the subconsultants.
7. Proposed fixed fee profit for each subtask.
8. Vehicle use or mileage rates and any other applicable rates.

Clearly state all assumptions, i.e., what items are included or excluded in the cost estimates.

Please note that the following will not be tracked or reimbursed separately as Other Direct Costs or Out-of-Pocket Costs under this Contract:

1. Computer usage
2. Facsimile and telecommunication expenses

The following will not be reimbursable by the SFMTA for this Project:

1. Consultant and subconsultants' personnel relocation costs.
2. Purchases of office and field supplies/equipment, unless the supplies or equipment are not ordinary/typical supplies and equipment AND uniquely required of this Project AND serving only this Project.
3. Vehicle expenses that are beyond those calculated on a cost-per-mile or lease basis.
4. Any travel expenses, including transportation, meals, lodging costs that are beyond the limit set forth in the attached sample Professional Services Agreement.
5. Any overnight FedEx or similar type of courier services extending outside of the Bay Area between Consultant offices that are beyond the limit set forth in the attached sample Professional Services Agreement.
6. Any personal or entertainment expenses.
7. Expenses not reimbursable under Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."

G. DBE PROGRAM BIDDING FORMS Required to be Submitted with Proposal (Note: DBE Forms provided in Appendix 2 to this RFP)

In addition to the requirements on the content of the proposal discussed above, Consultants must submit the following as appendices to their proposals:

1. SFMTA Form No. 1 - Consultant /Joint Venture Partner and Subconsultant Participation Report. The proposer/Bidder shall list all subcontractors (both

DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

2. SFMTA Form No. 2 - Bidder's List of Subconsultants Not Selected (DBE and Non-DBE). The Bidder shall list all subcontractors (both DBE and non-DBE) who provided a quote or bid but were not selected to participate as a subcontractor in this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations.
3. SFMTA Form No. 3 – QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS (to be completed by proposers, joint venture partners and subconsultants.)
4. SFMTA Form No. 4 – SUBCONSULTANT PARTICIPATION DECLARATION (to be submitted by the prospective prime consultant.)
5. SFMTA Form No.5 - DISADVANTAGED BUSINESS ENTERPRISE ACKNOWLEDGEMENT DECLARATION (to be submitted by each listed DBE subconsultant).

Note: Forms described in this paragraph are not included in the proposal page limit specified in Paragraph 3.2.

Both Consultant and subconsultants will need to submit Items 2, 3, 4 (if applicable) and 5.

Items 1 and 4 of this paragraph apply to the prime consultant only. Item 5 applies to the SBE subconsultant only. Information about all firms submitting quotes or proposals to the prime consultant and/or subconsultants must be included on Item 2 (Bidders List). Directions for completing Items 1 through 5 can be found in the DBE Program in Appendix 2.

H. Other Forms. Required to be submitted with the proposal.

1. Completed SFMTA Form PM3 (Appendix 1)
2. Completed Business Tax Declaration (Appendix 4)
3. Caltrans / FHWA Forms (Appendix 6)
4. Attestation Compliance (Appendix 8)

Both Consultant and subconsultants will need to submit all forms described in this paragraph, unless otherwise noted, which are not included in the page limit specified in Paragraph 4.2.



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V. EVALUATION AND SELECTION CRITERIA

1. Selection Process

The selection process used by SFMTA generally follows Federal procurement practices, but are not required to adhere strictly to those Federal Processes. Proposals will be evaluated by a Selection Committee composed mainly of both SFMTA and MEA staff.

The Selection Committee will first evaluate and score written proposals using the Evaluation Criteria outlined in Section IV (2) items A through E using a 75-point rating system. Each member of the Selection Committee will separately score each firm's written proposal on all of the evaluation criteria A through E. The scores per firm of all members of the Selection Committee will be totaled (added) and divided by the number of Selection Committee members to obtain an averaged written evaluation score per firm, which will be a maximum of 75 points.

Firms found to be within the competitive range will be short-listed based on the average written evaluation scores and will be invited to attend an oral presentation/interview with the Selection Committee.

The SFMTA will invite principals and key personnel of the short-listed firms and their subconsultants to appear before the Selection Committee for detailed discussions of the various elements of their proposals. The interview will consist of standard questions asked of each of the proposers. Presentations at the oral interview shall be made by the key team members who will actually be assigned to the Contract. All team members, including subconsultants, should actively participate in the presentations to the Selection Committee. Firms selected for the interview may be required to furnish additional information to clarify their proposals prior to, or at the interview.

Using the evaluation criteria in Section IV (2), Item F, the Selection Committee will score each short-listed firm's oral interview. Each member of the Selection Committee will separately score each firm's oral interview and presentation (25 point maximum). Individual evaluation scores from all Selection Committee members shall be added together and then divided by the number of Selection Committee members, to obtain an

average interview evaluation score per firm, which will be a maximum of 25 points. Final selection will be made based on the combined scores received for the written proposals and the presentation/oral interview (total of 100 points). The highest-ranking responsive and responsible firm will be invited to negotiate a contract with the SFMTA.

In case of tied scores for the top position, the SFMTA reserves the right to convene a new selection committee. This new Selection Committee will read written proposals, conduct oral interviews, and score each presentation/oral interview, and answers to questions developed by the Selection Committee using the Evaluation Criteria outlined below. Final selection of the winning proposer will be made based on the scores received for the additional presentation/oral interview.

SFMTA reserves the right to accept other than the lowest-priced offer and to reject any proposal that are not responsive to this RFP.

2. Evaluation Criteria

Each proposal will be evaluated on the basis of the following criteria, on a 100-point rating system:

Written Proposal:

Each written proposal will be reviewed to ensure that it meets the minimum requirements, is responsive to the RFP, and is compliant with City contracting requirements. Responsive proposals will then be evaluated by the Selection Committee based on the following criteria:

- A. Relevant Experience (20 points maximum):** Capability, specific relevant experience and qualifications of each consultant firm, subconsultant firm, and the proposed personnel for each task. Experience in conducting transportation and transit feasibility studies including multi-modal projects; area-wide and corridor studies; traffic and civil engineering studies; streetscape design/management. Experience in conducting Environmental Impact Reports and Statements; environmental documentation; and regulatory compliance.

- B. Technical and Management Approach (25 points maximum):** Proposer's demonstration that it has and will commit organizational ability and adequate resources to complete the project in accordance with the City's schedule for completion, and that it's methods proposed for completion of tasks and deliverables are realistic. Proposer's understanding of the services for each task; effectiveness of proposer's plan, program and method of execution; understanding of special issues, problems and constraints, and approach towards mitigating and resolving them; effectiveness of the proposer's work plan. Effectiveness of the consulting team's organizational structure in executing and managing the tasks; management approach in providing quality and cost

effective services; experience in integrating and interfacing with City staff and Departments.

- C. Project Understanding (15 points maximum):** Demonstrated understanding of the overall project and its complexities. Familiarity with the Eastern Neighborhoods Area Plans, and comfort and fluency with the community planning process.
- D. Responsiveness (5 points maximum):** Overall organization and clarity of proposal/presentation; responsiveness to all items requested to be in the written proposal.
- E. Cost Proposal (10 points maximum):**
 - The relative allocations of resources, staff and skills to respond to the different tasks in the proposal.
 - The proportion of cost effort, staffing, and time assigned to key tasks in each team's proposal should reflect a clear understanding of the Eastern Neighborhoods Area Plans, the goals of the overall EN TRIPS work program, and the Consultant scope of work.
 - The appropriate degree of allocation resources to fully develop the deliverables requested within the timeline described.

Oral Interview/Presentation:

The oral interview will consider the proposer's overall presentation, communication skills and ability to explain and answer questions from the Selection Committee as to the proposer's written proposal. The Oral interview/Presentation will be scored by the Selection Committee based on the following

- F. Oral Interview (25 points maximum):** How the proposers present their proposal and their ability to work as a team. This includes:
 - responsiveness to the needs of the Project as communicated in questions;
 - completeness of answers; and
 - communication ability; ability to explain details clearly and in depth.

Contract Award

The Selection Committee will select the highest-ranked proposer, which will be invited to negotiate a contract. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which are subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, SFMTA may (in its sole discretion) terminate negotiations with the highest-ranked proposer and begin contract negotiations with the next highest ranked proposer.



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VI. TENTATIVE SCHEDULE

The tentative schedule for this RFP is listed below. SFMTA reserves the right to change the schedule at any time.

Issuance of RFP	February 4, 2009
Pre-proposal Conference	February 18, 2009
Deadline for written inquires (see section VII.A.)	February 23, 2009
Proposals due	March 4, 2009
Notify Shortlisted Firms	March 10, 2009
Oral Interviews with Shortlist Firms	March 13, 2009
Notice of Intention to Award	March 20, 2009
Obtain Approvals, including Pre-Award Audit	April 3, 2009
SFMTA Board Approval of Contract Award	April 21, 2009
Notice to Proceed	May 1, 2009



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VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify SFMTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to SFMTA promptly after discovery, but in no event later than ten (10) calendar days prior to the date for receipt of proposals or February 22, 2009. Modifications and clarifications will be made by addenda as provided below.

Questions regarding this RFP should be address in writing to:

**Mr. Edward Tom, Contract Administration
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Edward.Tom@sfmta.com
Phone (415)-701-4279; Fax (415) 701-4300**

Questions sent via email and facsimile transmission are acceptable; however, it is the responsibility of the sender to ensure that the transmission was sent, and received properly. SFMTA will send responses in writing, along with all the questions received, to all official recipients of this RFP. All questions must be received by SFMTA no later than 5:00 p.m. ten (10) calendar days prior to the proposal due date. SFMTA may or may not respond to questions received after that time.

B. Addendum/Addenda

SFMTA may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with SFMTA as having received a copy of the RFP. SFMTA will

make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by SFMTA prior to the proposal due date, regardless of when the proposal is submitted. Therefore, SFMTA recommends that prior to submitting a proposal, proposers call SFMTA to verify whether an addendum or addenda have been issued.

For information, call **Edward Tom at (415) 701-4279**.

Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

C. Revision of Proposal

A proposer may revise a proposal at the proposer's own discretion at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, SFMTA may require a proposer to provide oral or written clarification of its proposal. SFMTA reserves the right to make an award without further clarifications of proposals received.

D. Reservations of Rights by the City

SFMTA reserves the right to cancel this RFP at any time without liability prior to execution of the contract. The issuance of this RFP does not constitute an agreement by the City and SFMTA that any contract will actually be entered into by the City and/or SFMTA. The City and SFMTA expressly reserve the right, at any time, to:

- A. Waive any defect or informality in any response, proposal, and proposal procedure;
- B. Reject any or all proposals;
- C. Accept any proposals in whole or in part;
- D. Reissue a Request for Proposals;
- E. Procure any service by any other means;
- F. Extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines; or
- G. Determine that no project/contract will be pursued.

SFMTA will be the sole judge as to which proposal is best and, in ascertaining the fact, will take into consideration the financial resources, reputation, experience in similar situations and facilities for providing services of the various Consultants.

E. Award and Certification Required

In accordance with the San Francisco Charter and Administrative Code, no proposal may be accepted and no contract in excess of \$100,000 may be awarded by the City and County of San Francisco until such time as (a) the Executive Director/CEO of the SFMTA recommends the Contract for award and (b) the SFMTA Board of Directors adopts a resolution awarding the Contract. Under Charter Section 9.118(b), the Board of Supervisors must approve contracts with anticipated expenditures in excess of \$10,000,000. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

F. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to SFMTA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

G. Errors and Omissions in Proposal

Failure by SFMTA to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or

committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign;
- a candidate for that officer's office; or
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

(1) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.

(2) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

(3) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

J. San Francisco Sunshine Ordinance

Pursuant to Section 67.24(e) of Chapter 67 of the San Francisco Administrative Code, effective December 16, 1993, all prospective firms are advised of the following:

1. Contracts, contractor's bids, responses to requests for proposals, and all other records of communication between the City and persons or firms seeking

contracts shall be open to inspection immediately after a contract has been awarded.

2. As to the person or organization awarded the contract or benefit, information regarding the net worth or other proprietary financial data submitted for qualification for a contract or other benefit will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

M. Disadvantaged Business Enterprise (DBE)/Nondiscrimination Requirements

As a Federal Highway Administration (FHWA) funded contract, this RFP is subject to a Caltrans implemented race-neutral Disadvantaged Business Enterprise (DBE) program.

1. Policy

The San Francisco Municipal Transportation Agency ("SFMTA") is committed to a Disadvantaged Business Enterprise (DBE) Program ("Program") for the participation of DBEs in contracting opportunities in accordance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

2. Questions

Questions concerning DBE/Nondiscrimination Requirements should be addressed to:

Mr. Edward Tom, Contract Administration
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Edward.Tom@sfmta.com
Phone (415)-701-4279; Fax (415) 701-4300

3. DBE Goal

The Federal Highway Administration (FHWA) (Caltrans) and local agencies have been implementing a race neutral DBE Program since May 1, 2006. The race neutral DBE Program requires implementing only race neutral measures to meet Caltrans annual overall goal. Awarding federal-aid FHWA contracts with DBE goals and requiring good faith efforts on the part of proposers/bidders to meet the DBE goal are race conscious measures and are prohibited under the current Caltrans' DBE race neutral Program.

4. DBE Database

The database of federally certified Disadvantaged Business Enterprise ("DBE") is located at the Caltrans Civil Rights website at http://www.dot.ca.gov/hq/bep/find_certified.htm

Please also see Appendix 2 for a description of SFMTA's FHWA DBE program, along with all forms required for submittal of proposals and for use by the selected proposer.



REQUEST FOR PROPOSALS
Eastern Neighborhoods
Transportation Implementation Planning Study
and Environmental Review

VIII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix 3. Failure to timely execute the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance, the Health Care Accountability Ordinance, and the First Source Hiring Program as set forth in paragraphs B, C and D below.

B. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see the Sample Agreement.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

C. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://www.sfgov.org/oca/lwlh.htm>.

D. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the successful proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm.

E. San Francisco Business Tax Certificate

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since the work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. The Business Tax Declaration (Appendix 4) should be completed and submitted with the proposal.

F. Resource Conservation

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

G. Certification Regarding Lobbying

All prospective consultants are required to complete and submit along with their proposals, the certification form in Appendix 6 regarding lobbying. The same certification shall be obtained, and submitted along with the proposal, from all lower tier participants (subconsultants, suppliers, etc.) with work greater than \$100,000.

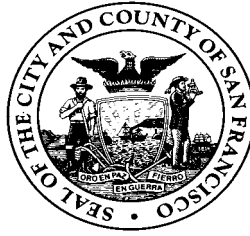
H. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

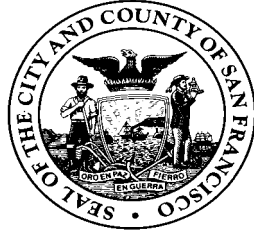
The certification in this clause is a material representation of fact relied upon by the Municipal Transportation Agency ("SFMTA"). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



REQUEST FOR PROPOSALS
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IX. PROTEST PROCEDURES

Any protest must be in conformance with the Protest Procedures as detailed in Appendix 5.



REQUEST FOR PROPOSALS
Eastern Neighborhoods
Transportation Implementation Planning Study
and Environmental Review

X. APPENDICES

The following appendices accompany this Request for Proposals (RFP) and are incorporated thereto by reference.

- | | |
|------------|--|
| Appendix 1 | SFMTA Form PM3 |
| Appendix 2 | Notice to Bidders/Proposers Disadvantaged Business Enterprise Information |
| Appendix 3 | Sample City and County of San Francisco Professional Services Contract Agreement |
| Appendix 4 | Business Tax Registration Declaration |
| Appendix 5 | Protest Procedures For the Bidding and Award of Federally Assisted Third Party Contracts |
| Appendix 6 | FHWA / Caltrans documents |
| a. | Equal Employment Opportunity Certification (CalTrans 12-E, Att. C) |
| b. | Noncollusion Affidavit (Caltrans 12-E, Att. D) |
| c. | Debarment and Suspension Certification (CalTrans 12-E, Att. E) |
| d. | Nonlobbying Certification for Federal-Aid Contracts (CalTrans 12-E, Att. F) |
| e. | Disclosure of Lobbying Activities (CalTrans 12-E, Att. G) |
| f. | Master Agreement Administering Agency-State Agreement for Federal-Aid Projects |
| Appendix 7 | Sample Cost Proposal Format |
| Appendix 8 | Attestation of Compliance |

THIS PRINT COVERS CALENDAR ITEM NO. : 11

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Taxis and Accessible Services

BRIEF DESCRIPTION:

Adopting Article 1100 of Division II of the Transportation Code, regulating motor vehicles for hire, and adopting Taxicab Commission regulations, policies and procedures that are in effect as of February 28, 2009 and delegating to SFMTA hearing officers the power and duty to conduct hearings.

SUMMARY:

- The Board is requested to adopt regulations governing motor vehicles for hire, including any regulations, policies and procedures of the Taxicab Commission that are not superseded by the regulations attached to this item.
- The Board is also requested to designate SFMTA hearing officers to conduct hearings required by the motor vehicle for hire regulations.
- The Board is requested to establish a 90-day deadline for the introduction of additional regulations following outreach to and comment from the taxi industry and the public.

ENCLOSURES:

1. SFMTAB Resolution
2. Motor Vehicles for Hire Regulations

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO Chris Hayashi

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

This item is presented to the Board in order to provide for a smooth transfer of jurisdiction over motor vehicles for hire from the Taxicab Commission to the SFMTA on March 1, 2009, as provided in Police Code Section 1075.1.

GOAL

This item addresses the following Goals of the SFMTA Strategic Plan:

Goal 3: External Affairs - Community Relations. To improve the customer experience, community value, and enhance the image of the SFMTA, as well as ensure SFMTA is a leader in the industry.

Objective 3.1 - Improve economic vitality by growing relationships with businesses, community, and stakeholder groups.

Objective 3.2 - Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits.

Objective 3.3 - Provide a working environment that fosters a high standard of performance, recognition for contributions, innovations, mutual respect and a healthy quality of life.

Objective 3.4 - Enhance proactive participation and cooperatively strive for improved regional transportation.

Adoption of the proposed resolution will improve and facilitate the interaction between the SFMTA and the taxi industry. It will provide an opportunity for proactive outreach to and comments from the industry and the public about additional proposed regulations to be brought to the Board in the future. The regulations and the provisions for developing additional regulations will foster recognition of the taxi industry's knowledge and experience within the SFMTA, and will support mutual respect between the industry and the SFMTA as its regulator.

Goal 4: Financial Capacity. To ensure financial stability and effective resource utilization.

Objective 4.2 - Ensure efficient and effective use of resources.

The actions requested by this item will provide for effective use of SFMTA resources during a period of major transition.

Goal 5: MTA Workforce. To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency's mission and vision and leads the agency into the evolving, technology-driven future.

Objective 5.1 - Increase resources available for employees in performing their jobs.

The actions requested by this item will provide SFMTA hearing officers with clear guidelines specific to motor vehicle for hire permit hearings.

PAGE 3.

DESCRIPTION

The SFMTA will assume regulatory jurisdiction over San Francisco's motor vehicle for hire industry as of March 1, 2009. In anticipation of that transition, staff offered a complete set of proposed motor vehicle for hire regulations for the Board's consideration at its meeting of January 6, 2009. Since then staff has had substantial contact with the taxi industry regarding the proposed regulations. Multiple paper copies of the regulations were delivered to more than a third of the color schemes in San Francisco for distribution to drivers. The regulations were also presented to the Taxicab Commission, which continues work on refining its regulations in anticipation of the transfer of jurisdiction.

Many thoughtful and detailed comments were received. The general consensus of the industry was that substantive regulations should wait until the industry has had a chance to fully review and discuss the impact of and alternatives to those proposed regulations. When presented with the draft regulations at its meeting of January 13, 2009, Commissioners of the Taxicab Commission requested that their continuing work on improving regulations be taken into account in the SFMTA's final adoption of substantive regulations. Further, at its meeting of January 8, 2009, the Citizens' Advisory Committee recommended that only the regulations that are immediately necessary to provide for a smooth transition be adopted prior to March 1, 2009 and that the balance of the regulations be fully considered and discussed by the SFMTA and the taxi industry.

Accordingly, staff prepared revised regulations to govern only those procedural matters that will make the transition of jurisdiction easier for the SFMTA Board and staff. All comments received as of January 26, 2009 were considered to the extent that they related to the sections included in these revised regulations.

Following are the significant new features of these proposed regulations that have been added since the Board's meeting of January 6:

1. References to funeral limousine permits were removed from Sections 1101(a)(1)(C)(iii) and 1101(a)(2)(C) because they conflicted with each other as to whether a motor vehicle for hire permit is required for a funeral limousine.
2. The requirement that the SFMTA provide copies of the regulations to all permittees by August 1, 2009 in Section 1101(c) was removed. When final regulations are adopted the due date for their distribution can be reconsidered. Until then, no date certain should be specified.

PAGE 4.

3. .In accordance with comments received, a provision was added to Section 1108 to allow the Board, when considering the number of permits to issue in the upcoming calendar year, to consider any relevant evidence, including evidence offered at the hearing to establish other means of improving service that would provide the same or greater benefits to the public as increasing the number of permits. In addition, the annual deadline for such hearing and determination was moved to August 1 instead of July 1 in order to move it past the busy season between fiscal years.
4. Sections 1109-1112 contain hearing procedures that had been drafted for the Board's consideration and adoption, but were not previously included in the text of the regulations.
5. Section 1110(c) of these regulations provides that while all applicants for permits must be investigated to establish their qualifications for a permit, only those applicants for permits, other than Taxi and Ramp Taxi permits, whose applications are denied would be entitled to a hearing. With respect to Taxi and Ramp Taxi permits, all applicants would be entitled to a hearing, and any interested party may submit written materials and may appear at the hearing to present information related to the qualifications of an applicant for a permit.
6. Section 1112 is a substantial policy change. It provides that when a taxi or ramp taxi permit is suspended pending the outcome of a disciplinary hearing, any driver or color scheme that is leasing the permit may continue to allow the operation of the permitted vehicle by any qualified person other than the permittee. The lessee that continues to operate the vehicle would be required to continue any lease payments while the permit is suspended. The lessee could withhold any funds from each lease payment that the lessee can demonstrate was spent during the previous lease payment period on maintaining the vehicle, including insurance payments.
7. Language is added to Section 1114 describing the Board's right to review rates of fare and the cap on gate fees. During the 2009 calendar year the Board has discretion to act at any time. This provision for 2009 was drafted in order to resolve the immediate issue created by the conflict between the Controller's 2008 recommendation on rates of fare and gate fee caps, that went into effect by operation of law on January 14, 2009, and the rollback to previous rates of fare and gate fee caps pursuant to ordinance that could take effect sometime between February 13 and 23, 2009, depending on the timing of the Mayor's signature. Beginning in 2010, the SFMTA Board of Directors would conduct an annual review of rates of fare and gate fees caps not later than September 1 of each year.

ALTERNATIVES CONSIDERED

Staff initially proposed a full set of regulations to supercede the Taxicab Commission regulations in their entirety. However, given the complexity of the issues, the number of distinct perspectives within the industry, the opportunities for reform and the desire of all sectors of the

industry to participate in developing regulations, the attached revised regulations are proposed as an interim measure to facilitate the transfer of jurisdiction over motor vehicles for hire to the SFMTA.

FUNDING IMPACT

This item establishes administrative and hearing procedures, and does not address permit fees, rates of fare of caps on gate fees, except that the proposed regulations allow for the Board's review of fares and gate fee caps in 2009 in light of the conflict between the Controller's recommendations of fare and gate fee cap increases of 2008, and the Board of Supervisors' subsequent ordinance rolling back such fares and fee caps to previous levels.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None.

RECOMMENDATION

Staff recommends that the Board of Directors adopt the proposed resolution in order to establish administrative and hearing procedures in anticipation of the transfer of regulatory jurisdiction over motor vehicles for hire from the Taxicab Commission to the SFMTA, and to provide a defined period of time for development of additional regulations in consultation with the taxi industry and the public.

The City Attorney has reviewed this report.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Board of Supervisors enacted Police Code Section 1075.1, (File No. 081383, Ordinance No. 303-08) transferring the powers and duties of the Taxi Commission to the SFMTA effective March 1, 2009; and

WHEREAS, The transition of jurisdiction over the regulation of motor vehicles for hire to the SFMTA requires adoption of certain regulations governing administrative and hearing procedures specific to the SFMTA; and

WHEREAS, With respect to all motor vehicle for hire regulations that are not covered by the regulations adopted pursuant to this resolution, SFMTA staff will be conducting meetings with and inviting comments from all sectors of the taxi industry and the public; and

WHEREAS, In order to avoid disruption of the industry during the transition of jurisdiction to the SFMTA, current regulations, procedures and policies of the Taxicab Commission should continue in force pending the adoption of regulations specific to the SFMTA by this Board; and

WHEREAS, The Board of Directors desires to designate hearing officers to conduct hearings required by the motor vehicle for hire regulations; now therefore, be it

RESOLVED, That the SFMTA Board of Directors adopts Article 1100 of Division II of the Transportation Code, regulating motor vehicles for hire; and, be it

FURTHER RESOLVED, That the motor vehicle for hire regulations adopted pursuant to this resolution shall include any and all Taxicab Commission regulations, policies and procedures that are in effect as of February 28, 2009 that are not superceded by this resolution, and shall remain effective until superceded by action of the SFMTA Board; and, be it

FURTHER RESOLVED, That the Board of Directors delegates to the hearing officers of the SFMTA Hearing Section the power and obligation to conduct hearings as required by the motor vehicle for hire regulations and in accordance with all applicable law; and, be it

FURTHER RESOLVED, That the Executive Director shall bring to the Board of Directors additional proposed motor vehicle for hire regulations that result from outreach to and comments from the taxi industry and the public within 90 days of the date of this resolution.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 [Amending Division II of the Transportation Code to enact regulations implementing Police
2 Code Section 1075.1.]

3 **Adopting Article 1100 of Transportation Code Division II, regulating Motor Vehicles for**
4 **Hire.**

5 Note: Additions are *single-underline italics Times New Roman*;
6 deletions are *strikethrough italics Times New Roman*.

7 Board amendment additions are double underlined.

8 Board amendment deletions are ~~strikethrough normal~~.

9 The Municipal Transportation Agency Board of Directors of the City and County of San
10 Francisco do enact the following regulations:

11 Section 1. The San Francisco Transportation Code is hereby amended by adding
12 Article 1100 to Division II, to read as follows:

13 **ARTICLE 1100 REGULATION OF MOTOR VEHICLES FOR HIRE**

14 **SEC. 1101. SCOPE AND PURPOSE OF REGULATIONS**

15 **(a) Scope of Regulations**

16 **(I) Classes of Permits**

17 This Article, adopted pursuant to San Francisco Charter Section 8A.101(b) and Police Code Section
18 1075.1, as amended (File No. 08138 , Ordinance No. 303-08), shall govern the following classes of
19 permits issued by the SFMTA:

20 **(A) Permits issued to a person:**

21 **(i) Driver permits**

22 **(B) Permits issued to a person for use with an identified vehicle or**
23 **vehicle(s):**

24 **(i) Taxi/Ramp Taxi permits**

25 **(ii) Non-Standard Vehicle permits**

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (C) Permits issued to a business that affiliates with permitted vehicles:

2 (i) Color Scheme permits

3 (ii) Dispatch Service permits

4 (2) Exclusion for Certain Vehicles

5 This Article shall not govern the operation of a motor vehicle:

6 (A) Engaged in the business of, or used for, transporting passengers for
7 hire when such motor vehicle is operated under and by authority of a certificate of public convenience
8 and necessity issued by the Public Utilities Commission of the State of California to the extent that is
9 operating within the City and County of San Francisco entirely within the scope of such certificate;

10 (B) Licensed by any city, county or other public entity as a motor vehicle for
11 hire which may enter the City and County of San Francisco for the purpose of delivering passengers
12 who have hired the vehicle in a jurisdiction in which it is licensed to operate, provided, however, that
13 no such motor vehicle for hire may solicit or accept any passenger while in the City;

14 (C) A vehicle that is regularly operated by a business to transport
15 employees;

16 (D) Operated as private ambulances and regulated by Article 14 of the San
17 Francisco Health Code; or

18 (E) Operating on fixed tracks or rails.

19 (3) Application of Regulations to Permittee Conduct

20 This Article applies to the conduct of Permittees at all times while engaged in activity related to the
21 permit.

22 (b) **Purpose of Regulations; Limitation of Liability**

23 It is the purpose of this Article to require all persons, businesses or corporations holding permits
24 issued pursuant to this Article to take steps to improve taxi service to the public and to protect the
25 public health and safety when providing such service. By adopting this Article, the SFMTA is

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 assuming an undertaking to promote the general welfare. It is not assuming, nor is it imposing on its
2 officers and employees, an obligation for breach of which it is liable in money damages to any person
3 who claims that such breach proximately caused injury.

4 **(c) Notice of Regulations**

5 The SFMTA shall make available a copy of this Article to each person who is applying for or
6 renewing a permit at the time of application or renewal.

7 **(d) Severability**

8 If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Article or any
9 part thereof, is for any reason held to be invalid or ineffective, such decision shall not affect the
10 validity or effectiveness of the remaining portions of this Article or any part thereof. The SFMTA
11 Board hereby declares that it would have adopted and promulgated each section, subsection,
12 subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or
13 more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared
14 invalid or ineffective.

15 **SEC. 1102. DEFINITIONS**

16 For purposes of this Article the following words and phrases shall have the meanings set forth below:

17 **(a) "Color Scheme"** shall mean either the design or trade dress of a vehicle used as a Taxi
18 or Ramp Taxi that is distinct to the fleet of a business that provides taxi service, or a business that
19 holds a Color Scheme permit issued by the SFMTA or predecessor agency, including any owner,
20 manager, employee or lessee of said Color Scheme.

21 **(b) "Driver"** shall mean any person holding a Driver permit issued by the SFMTA or
22 predecessor agency, who is engaged in the mechanical operation and having physical charge or
23 custody of a Motor Vehicle for Hire while said Motor Vehicle for Hire is available for hire or is
24 actually hired.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (c) " **Filing Fee**" shall mean a fee in an amount established by the SFMTA Board, due
2 upon application for a permit, and including any late payment penalties or interest for failure to pay
3 in accordance with the requirements of this Article or any other regulations adopted by the SFMTA
4 Board.

5 (d) " **Gate Fee**" shall mean any monetary fee or other charge or consideration, or any
6 combination thereof, required of a Driver who is not a Taxi or Ramp Taxi Permit Holder for the
7 privilege of driving a Taxi or Ramp Taxi during a particular shift, or for any period of time, including
8 receipt of all services provided in connection with such privilege, whether said fee is set by contract,
9 lease or other agreement, orally or in writing, and whether said fee is paid by the Driver as a flat rate,
10 as a commission on receipts from fares, or as a specified fee for any other purpose.

11 (e) " **Lease Fee**" shall mean any monetary fee or other charge or consideration, or any
12 combination thereof, charged by or paid to a Taxi or Ramp Taxi Permit Holder for the privilege of
13 operating that Permit Holder's Taxi or Ramp Taxi permit during a particular shift, or for any period
14 of time.

15 (f) " **Motor Vehicle for Hire**" shall mean every type of privately owned motor vehicle, as
16 defined in the Vehicle Code, which is available for hire and over which the City may exercise
17 jurisdiction, except as otherwise specified in this Article.

18 (g) " **Motor Vehicle for Hire Permit**" shall mean a permit issued by the SFMTA Board for
19 the operation of an identified vehicle for the purpose of transporting passengers for a price, including
20 Taxi and Ramp Taxi and Non-Standard Vehicle permits, and does not include Dispatch Service, Color
21 Scheme or Driver permits.

22 (h) " **Permit Fee**" shall mean a fee in an amount established by the SFMTA Board,
23 required to be paid by a permit applicant upon qualifying for permit and prior to permit issuance or
24 renewal, including any late payment penalties or interest for failure to pay in accordance with the
25 requirements of this Article and any other regulations adopted by the SFMTA Board.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (i) "Permittee" or "Permit Holder" shall mean any person, business, firm, partnership,
2 association or corporation which holds any permit issued by or under the authority of the SFMTA to
3 drive, operate or cause to be operated any Motor Vehicle for Hire or to operate any Dispatch Service
4 or Color Scheme pursuant to this Article, and any agent of such Permittee including, but not limited
5 to, any owner, manager, employee or lessee of said Permittee.

6 (j) "Ramp Taxi" shall mean a Taxi that is specially adapted with access for wheelchair
7 users.

8 (k) "Rates of Fare" shall mean the fees and charges that are authorized by the SFMTA
9 Board that may be charged to the public by a Permittee in consideration for transport by a Motor
10 Vehicle for Hire.

11 (l) "Taxi" shall mean a vehicle operated pursuant to a Taxi or Ramp Taxi permit that is
12 legally authorized to pick up passengers within the City without prearrangement, of a distinctive color
13 or colors and which is operated at rates per mile or upon a waiting-time basis, or both, as measured
14 by a Taximeter and which is used for the transportation of passengers for hire over and along the
15 public streets, not over a defined route but, as to the route and destination, in accordance with and
16 under the direction of the passenger or person hiring such vehicle.

17 (m) "Waiting List" shall mean a list of applicants for Taxi or Ramp Taxi permits for whom
18 permits are not yet available, maintained in the order of receipt of applications from qualified
19 applicants.

20 SEC. 1103. PERMIT APPLICATIONS AND ELIGIBILITY

21 Reserved.

22 SEC. 1104. PERMIT CONDITIONS

23 (a) Conditions Applicable to Color Scheme Permits. In addition to all other conditions
24 applicable to a Color Scheme permit, a Color Scheme Permit Holder must notify the SFMTA within 5
25 business days of terminating its affiliation with a holder of a Driver permit.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 **(b)** Conditions Applicable to Driver Permits. In addition to all other applicable permit
2 conditions applicable to a Driver permit:

3 **(1)** A Driver must return his or her permit to the SFMTA upon terminating his or
4 her affiliation with a Color Scheme if the Driver does not affiliate with another Color Scheme within 30
5 calendar days. If the Driver will discontinue driving for a period of time in excess of 30 days but
6 intends to resume driving a Motor Vehicle for Hire in the future, the SFMTA shall hold the Driver
7 permit on file until the Permittee informs the SFMTA of his or her intention to resume driving. Upon
8 receiving such notice, the SFMTA shall return the permit to the Driver so long as all Filing Fees and
9 Permit Fees are paid and the Permit Holder remains qualified for the permit.

10 **(2)** At the time of Driver permit issuance or renewal, a Driver must provide proof
11 of compliance with the controlled substance testing requirements of California Government Code
12 Section 53075.5. No Driver permit may be issued or renewed without such proof of compliance.

13 **SEC. 1105. OPERATION REQUIREMENTS**

14 Reserved.

15 **SEC. 1106. TAXI AND RAMP TAXI EQUIPMENT REQUIREMENTS**

16 Reserved.

17 **SEC. 1107. RECORDS AND REPORTING REQUIREMENTS APPLICABLE TO** 18 **PERMITTEES**

19 Reserved.

20 **SEC. 1108. ANNUAL DETERMINATION OF NUMBER OF PERMITS**

21 The SFMTA Board will determine the number of Taxi and Ramp Taxi permits to be issued for the
22 upcoming calendar year no later than August 1 of each year following public hearing. The Board may
23 consider any relevant evidence at the hearing, including any evidence offered to establish other
24 means of improving service that would provide the same or greater benefits to the public as increasing
25 the number of permits.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

SEC. 1109. GENERAL PROVISIONS GOVERNING HEARINGS

(a) Definitions

For the purpose of Sections 1109 through 1112, "SFMTA" shall refer to the SFMTA's Taxis and Accessible Services Division. The term "hearing officers" as used in those Sections refer to individuals assigned to the SFMTA's Hearing Section.

(b) Ex Parte Communications

(1) No person or agency may communicate directly or indirectly with a hearing officer regarding a matter in which they have an interest while such matter is pending unless there is notice and an opportunity for all parties to the proceeding to participate.

(2) Any correspondence regarding the substance of a case directed to or received by any hearing officer shall become part of the case record and shall be copied to both parties within 48 hours of the hearing officer's receipt of the communication. If a hearing officer receives any oral communication, the hearing officer shall prepare a memorandum to be included in the case stating the substance and the date of the communication, any response made, and the identity of each person from whom the communication was received. If a communication is received within 48 hours of a scheduled hearing, the hearing officer must immediately provide to the parties copies of the communication or the summary required by this subsection (b)(2).

(3) Except as permitted by these procedures and any applicable laws and regulations, there shall be no contact between the Taxis and Accessible Services Division and the Hearing Section with respect to any pending case. This does not preclude communications about administrative, procedural or policy matters.

(c) Presentation of Evidence

(1) During any hearing the hearing officer(s) shall have the discretion to allow the introduction of any relevant evidence. The hearing officer, on his or her own motion, may subpoena witnesses, documents and other evidence where the attendance of the witness or the admission of

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 evidence is deemed necessary by the hearing officer to render a decision.

2 (2) In any hearing, subject to the hearing officer's discretion to limit evidence to evidence
3 that is relevant to the proceeding, either party may present their case by means of oral and/or
4 documentary evidence, may submit rebuttal evidence, and may cross-examine adverse witnesses.
5 Either party may call as live witnesses at a hearing any person whose written declaration was
6 submitted as part of their complaint or response.

7 (3) If the SFMTA intends to present witnesses at any hearing, it shall provide a list of such
8 witnesses at least 5 calendar days prior to the hearing to the hearing officer and the Permittee or
9 permit applicant.

10 (4) The hearing officer may set reasonable time limits for the presentation of each party's
11 case, but in all cases any time limitation or any extension thereof must apply equally to both parties.

12 (d) Public comment
13 Public comment is not allowed during hearings governed by Sections 1109 through 1112.

14 (e) Notices

15 (1) Any notice, filing or other communication required to be provided to the Permittee by
16 Sections 1109 through 1112 shall be delivered to the Permittee or the permit applicant by personal
17 delivery, registered U.S. mail to both the last known address of the Permittee or applicant and of the
18 Color Scheme with which the Permittee or applicant is associated, if any, that is on file with the
19 SFMTA.

20 (2) All notices, filings or other communications required to be provided to the SFMTA
21 shall be delivered by hand or mailed by first class mail, postage pre-paid to:

22 San Francisco Municipal Transportation Agency

23 Division of Taxis and Accessible Services, Permits Section

24 1 South Van Ness, 7th Floor

25 San Francisco, CA 94103

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (3) All notices, filings or other communications required to be provided to a hearing
2 officer or the Hearing Division shall be delivered by hand or mailed by first class mail, postage pre-
3 paid to:

4 San Francisco Municipal Transportation Agency

5 Hearing Section

6 11 South Van Ness

7 San Francisco, CA 94103

8 (4) The date of any notice, filing or other communication directed to the SFMTA or
9 hearing officer shall be the date that it is received at one of the locations listed above.

10 **SEC. 1110. PERMIT ISSUANCE**

11 (a) Permit Issuance. The SFMTA may issue any class of Motor Vehicle for Hire Permit
12 upon its determination that the permit applicant meets all requirements and qualifications for the
13 permit.

14 (b) Investigation. The SFMTA shall investigate each individual permit applicant. SFMTA
15 shall provide results of the investigation to the applicant. The applicant must furnish any additional
16 material requested by the SFMTA within 60 days of the date of the SFMTA's notice to the applicant of
17 the results of the investigation. If additional material requested by the SFMTA is not provided within
18 60 days' of request, the application shall be deemed inactive.

19 (c) Hearing Procedures for Permit Application; Appeal

20 (1) If the SFMTA denies a permit application for any permit other than a Taxi or
21 Ramp Taxi permit, the SFMTA shall provide a notice of denial to the applicant. The applicant may
22 request a hearing on the denial of the permit by submitting to SFMTA a request for hearing within 20
23 business days of the date that the notice of denial is personally delivered or sent to the applicant by
24 registered mail. A hearing on the denial of a permit application shall be scheduled within 120
25 calendar days from the date that the applicant submitted a request for hearing.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (2) The SFMTA shall schedule a hearing prior to the issuance of any Taxi or Ramp
2 Taxi permit. Any interested party may file a written submission no less than 5 business days prior to
3 the hearing, containing any information relevant to the qualifications of the applicant for the Taxi or
4 Ramp Taxi permit that the interested party would like the hearing officer to consider. The
5 submission shall not exceed 10 double-spaced typed pages, excluding exhibits. The interested party
6 may appear at the hearing and shall be given at least 10 minutes to present the information contained
7 in the written submission.

8 (3) The applicant is entitled to a 30 calendar day continuance of the hearing date,
9 if a written request is submitted to the hearing officer at least 14 calendar days prior to the scheduled
10 hearing. The applicant may request an additional continuance within 14 days of the continued
11 hearing date, but no continuance may be granted for a period in excess of 60 days.

12 (4) The SFMTA may present a summary of its investigation no more than 10
13 double-spaced pages, excluding exhibits, no less than 20 calendar days prior to the hearing.

14 (5) No less than 5 business days prior to the hearing, the applicant may file a
15 written submission containing any information the applicant deems relevant to the application or the
16 results of the investigation. The submission shall not exceed 10 double-spaced typed pages, excluding
17 exhibits. If the applicant intends to present witnesses at the hearing, it shall present a list of these
18 witnesses at least 5 calendar days prior to the hearing.

19 (6) The burden of proof shall be on the applicant to establish that the applicant
20 meets all permit requirements.

21 (7) If the hearing officer determines that a permit applicant is qualified for the
22 permit, the SFMTA shall issue the permit within 10 business days of the officer's determination.

23 (8) A hearing officer's decision on any permit application shall be based upon the
24 qualifications of the applicant. The hearing officer(s) shall make a written report of findings setting
25 forth evidence in support of each finding within 120 calendar days of the hearing. Any finding made

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 at or as a result of a hearing conducted pursuant to this Section may be appealed by the applicant to
2 the Board of Appeals.

3 **SEC. 1111. DISCIPLINARY PROCEEDINGS**

4 **(a) Disciplinary Complaint**

5 In order to initiate a disciplinary proceeding, the SFMTA must file a written complaint with the
6 Hearing Section consisting of a list of each alleged violation, the alleged facts that establish each
7 violation, and any argument in support of requested disciplinary measure(s) or monetary penalties.
8 The complaint shall not exceed 10 double-spaced pages, excluding exhibits. The SFMTA may include
9 as a part of the complaint any findings that the SFMTA proposes be adopted by the hearing officer.

10 **(b) Scheduling a Disciplinary Hearing**

11 The disciplinary hearing shall be scheduled no sooner than 30 calendar days after the disciplinary
12 complaint is provided to the Permittee unless the parties agree to a different schedule. The Permittee
13 may request a continuance of the hearing by submitting a written request to the hearing officer. The
14 hearing officer must grant or deny the request for continuance within 10 business days. If the hearing
15 officer takes no action on the request within 10 business days, the request shall be deemed to be
16 granted. No continuance may be granted for a period in excess of 60 days.

17 **(c) Response to Complaint**

18 No later than 5 business days prior to the hearing, the Permittee may provide the SFMTA and the
19 hearing officer a written response to the disciplinary complaint, along with any additional information
20 the Permittee considers relevant to the case. The response shall not exceed 10 double-spaced pages,
21 excluding exhibits, and shall include a list of the witnesses, if any, that the Permittee will present at
22 the hearing and their contact information. The Permittee may include as a part of the response to the
23 complaint any findings that the Permittee proposes be adopted by the hearing officer.

24 **(d) Presentation of the Case**

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 (1) The SFMTA shall make the initial presentation of its case at the hearing, and shall
2 have the burden of proving, by a preponderance of the evidence, the facts alleged in the complaint and
3 that such facts constitute permit violation(s).

4 (2) Following presentation of evidence, the hearing officer shall grant the SFMTA and
5 the Permittee at least 5 minutes each to present their rebuttal arguments, if any.

6 (e) Decision

7 (1) The hearing officer shall issue a written decision within 10 business days of the date of
8 the hearing, and shall include written findings and disciplinary measures or monetary penalties, if
9 any. No later than 3 business days following the hearing the SFMTA shall publish a summary of the
10 results of the disciplinary case on the SFMTA website, referenced by the case number, date of hearing
11 and the affected permit number. The full text of the decision shall be sent by registered U.S. mail to
12 the Permittee no later than the business day following the issuance of the decision.

13 (2) The hearing officer's decision shall take effect on the date that notice is provided to the
14 Permittee.

15 **SEC. 1112. SUMMARY SUSPENSION OF PERMIT FOR HEALTH OR SAFETY REASONS**

16 (a) Notice of hearing. When the SFMTA determines that an alleged permit violation poses
17 an ongoing risk to public health or safety, the SFMTA shall provide the Permittee with 72 hours
18 advance written notice of a disciplinary hearing. Such notice shall order the Permittee to appear and
19 show cause why the permit should not be summarily suspended pending the outcome of the
20 disciplinary hearing conducted pursuant to Section 1111 and any subsequent appeal thereof.

21 (b) Decision following hearing. The hearing officer shall render a written decision no
22 later than the business day following the hearing.

23 (c) Appeal. A summary suspension is not subject to appeal. Where a permit is revoked
24 after a summary suspension, the revocation shall be effective immediately and, if the Permittee
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SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 appeals to the Board of Appeals, shall remain in effect until a final decision is issued by the Board of
2 Appeals.

3 (d) While a Taxi or Ramp Taxi permit is suspended pursuant to Section 1112, the Color
4 Scheme with which the permit is affiliated may allow the operation of the permit by any person with a
5 valid Driver permit other than the Permittee. During the period of suspension any lessee of the permit
6 shall continue to pay Lease Fees to the Permittee. The lessee may withhold an amount from each
7 Lease Fee payment representing the actual expenses incurred by the lessee during the prior payment
8 period to maintain the vehicle in accordance with all requirements of this Article, including insurance
9 payments, The lessee must provide documentation of all such expenses to the lessor at the time that
10 any such funds are withheld from Lease Fee payments.

11 SEC. 1113. NOTICES

12 (a) Posting Notice

13 Except as otherwise provided herein, all public notices required to be given by the SFMTA pursuant to
14 this Article shall be posted on the SFMTA's official website and in the main branch of the Public
15 Library for no less than 3 business days.

16 (b) Notice of Permit Availability

17 When a Taxi or Ramp Taxi permit becomes available for issuance the SFMTA shall publish notice in
18 accordance with subparagraph (a), and shall notify the next 5 applicants on the Waiting List.

19 (c) Notice of SFMTA Actions

20 Except as otherwise provided herein, SFMTA shall post a notice of any determination related to an
21 individual permit or class of permits within 5 business days following the hearing in which such
22 determination was made.

SFMTA REGULATIONS GOVERNING MOTOR VEHICLES FOR HIRE

1 **SEC. 1114. FEES, RATES AND CHARGES**

2 At any time during calendar year 2009, the SFMTA Board may review and, in its sole discretion,
3 increase or decrease the Rates of Fare and/or the cap on Gate Fees. The Rates of Fare and the cap
4 on Gate Fees established under these regulations shall be reviewed by the SFMTA Board on an
5 annual basis beginning in 2010. No later than September 1 of 2010 and each year thereafter, the
6 SFMTA Board shall evaluate the Rates of Fare and cap on Gate Fees then in effect, and shall
7 determine whether said Rates of Fare and/or cap on Gate Fees should be increased, decreased or
8 remain unchanged.

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APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
STEPHANIE STUART
Deputy City Attorney

THIS PRINT COVERS CALENDAR ITEM NO. 12

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Off-Street Parking

BRIEF DESCRIPTION:

Approving a Request for Proposals (RFP) for the management of 14 parking facilities, authorizing the SFMTA Executive Director/CEO to advertise the RFP, and approving Parking Facilities Operation and Management Regulations.

SUMMARY:

- Staff has developed a Request for Proposals (RFP), to solicit proposals from qualified parking facility management firms, to provide daily operation and management services for 14 parking facilities managed by SFMTA.
- Staff has also developed regulations for Parking Facility Operation and Management in order to provide consistent operating and management requirements for parking garages and lots managed by SFMTA.
- In 2007, under a professional services contract with the Parking Authority, CHANCE Management Advisors thoroughly evaluated business practices of the Parking Authority. As recommended in their final report titled “Assessment of Parking Authority Business Practices,” this RFP proposes consolidation of multiple facilities into three agreements for improved efficiencies and better oversight.
- To provide open and competitive opportunities to management firms of varying sizes and experience, these 14 parking facilities are divided into three groups: Group A (six facilities totaling 3,316 spaces), Group B (four facilities totaling 2,944 spaces) and Group C (four facilities totaling 387 spaces).
- The RFP identifies specific qualifications and experience requirements, and specific evaluation criteria, to ensure that the contracts are awarded to the most qualified firms.
- Proposers may submit a proposal to manage each group (i.e., up to three separate proposals). SFMTA intends to award contracts to the three highest ranked firms. The term of each agreement will be six years, with a maximum of two extensions not to exceed 18 months each.
- Staff has provided a number of opportunities for the private operator/vendor community to review and comment on the preliminary draft RFP. Appropriate revisions have been incorporated into this final RFP.

ENCLOSURES:

1. SFMTA Board Resolution
2. Parking Facility Operation and Management Regulations
3. RFP

APPROVALS:

DATE

DEPUTY OF DIVISION
PREPARING ITEM

FINANCE AND IT

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO:

_____ Amit Kothari _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this report is to review and approve the Request for Proposals (RFP) process and regulations for the Parking Facility Operation and Management, and to request an authorization to advertise the RFP for management of 14 parking facilities located throughout San Francisco.

GOAL

This action is consistent with SFMTA 2008-2012 Strategic Plan.

Goal 2: System Performance – To get customers where they want to go, when they want to be there

Objective 2.5: Manage parking supply to align with SFMTA and community goals

Goal 3: External Affairs/Community Relations – To improve the customer experience, community value, and enhance the image of the SFMTA, as well as ensure SFMTA is the leader in the industry

Objective 3.1: Improve economic vitality by growing relationships with businesses, community, and stakeholder groups

Goal 4: Financial Capacity – To ensure financial stability and effective resource utilization

Objective 4.1: Increase revenue by 20% or more by 2012 by improving collections and identifying new sources

Objective 4.2: Ensure efficient and effective use of resources

DESCRIPTION

SFMTA's Off-Street Parking Division manages 40 parking facilities, generating over \$85 Million in gross revenue annually. The mission of the Off-Street Parking Division is to provide clean, safe and convenient parking to the visitors, employees and businesses in the downtown core, as well as to the commercial and residential districts. Through effective management of over 15,000 spaces at these facilities located throughout the City, the Division supports economic vitality in the City's downtown and neighborhood commercial districts. Various parking policies and programs administered by the Division, support the City's *Transit First* policy, help reduce traffic congestion on City streets and promote alternate modes of transportation. The Division monitors current and anticipated parking demands, and evaluates need for the expansion and development of new parking facilities.

For visitors, these parking facilities offer the first impression of the City of San Francisco. It is very important that the parking facilities are managed and operated in a manner that reflects the City's commitment to customer service, careful stewardship of the public's capital investments, adequate safeguards on the City's revenues, and professional management of the City's services.

To provide open and competitive bidding opportunities to professional parking operators, the staff has prepared a Request for Proposals (RFP) soliciting proposals from qualified firms to operate and manage 14 parking facilities. The parking management services required for various facilities vary, due to the diversity in location, operating characteristics and primary customer base for each facility. Not included in the RFP are six garages managed by non-profit corporations and 20 metered lots.

Scope of Work and Term

Through three multi-year agreements, the operators will provide day-to-day operation and management services for the assigned parking facilities. These services will include access and revenue control management, janitorial services, security, facility maintenance and rehabilitation, etc. A form Agreement included in the RFP and the attached Parking Facility Operation and Management Regulations contain detailed descriptions of the responsibilities of the operators, as well as other applicable terms and conditions.

To achieve the highest operational efficiencies and oversight, these facilities are divided into three groups. A Proposer may submit a separate proposal to manage all facilities within any of the following three groups:

- Group A (6 facilities - 3,316 spaces)

Civic Center Garage	Golden Gateway Garage
North Beach Garage	Performing Arts Garage
St. Mary’s Garage	Vallejo Street Garage

- Group B (4 facilities – 2,944 spaces)

Lombard Street Garage	Mission Bartlett Garage
Moscone Center Garage	S.F. General Hospital Garage

- Group C (4 facilities - 387 spaces)

Polk Bush Garage	16 th & Hoff Garage
1660 Mission Street Garage	7 th & Harrison Lot

Although a Proposer may submit a proposal for each group (i.e., three separate proposals), the SFMTA intends to award contracts for management of each Group to one of the three highest ranked operators. No more than one contract will be awarded to one operator. The initial term of each agreement will be for six years, with a maximum of two extensions not to exceed 18 months each.

Compensation

Each Manager’s compensation shall consist of a fixed, monthly Management Fee plus reimbursement of all approved operating expenses. After considering various factors, including number of garages and their size within a group, the complexity of operations and annual revenues, SFMTA staff has set the following monthly management fees:

Group	Monthly Management Fee
A	\$5,000
B	\$4,500
C	\$2,000

A five percent increase to reflect future costs is proposed for year 4 and 7 if contract is extended.

In addition to the Management Fee, the Managers may earn an annual Incentive Fee by exceeding established net parking income targets. Furthermore, Managers may earn a quarterly Incentive Fee for meeting or exceeding established customer service standards.

Qualifications and Experience

It is critical that the SFMTA retain the most qualified operators of public parking facilities to manage these facilities. The RFP clearly identifies the minimum qualifications and experience requirements that assure the following:

- each proposer has proven expertise and experience in effectively managing public parking facilities;
- the proposer has financial capacity to operate these facilities without any negative impact on the facility operations, maintenance or customer satisfaction;
- the requirements are such that they encourage participation from small and local operators.

Qualified proposers must have several years of continuous, first-hand experience in all aspects of the operations of parking facilities, similar in complexity and size to the group of parking facilities for which they are submitting a proposal. Groups A and B, with larger facilities and higher gross revenues, require more experience than Group C, which has smaller facilities with lower revenues. For example, A proposer for Group A and B must currently be managing at least three parking facilities, with a minimum of 300 spaces at each location, one of which must be a multi-level structure with at least 200 spaces, and which has been under their management for a continuous period of three years prior to the date of this RFP. A proposer for Group C is required to have only two parking facilities, with a minimum of 50 spaces at each location, under their management for a continuous period of three years prior to the date of this RFP.

To encourage increased participation by smaller firms, Local Business Enterprise (LBE) participation goals of 25 percent for groups A and B and 15 percent for Group C have been established.

Proposal Submittals and Evaluation

Each proposal must clearly describe the firm’s qualifications and experience in managing the daily operation of public parking facilities. The proposal must include an Operation and Management Plan, a Marketing Plan, a Maintenance Plan, a Security and Safety Plan, and necessary financial statements.

Each “responsive” proposal will be thoroughly evaluated and scored as follows:

CRITERION	MAXIMUM POINTS
1. Written Proposal	150
a. Qualifications and Experience	30
b. Management Approach: Staffing/Operational Plan/Budget	50
c. Maintenance Plan	20
d. Marketing Plan	15
e. Security and Safety Plan	15
f. Overall organization and clarity of proposal	20
2. Oral Interview/Presentation	50
TOTAL	200

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Proposals will be evaluated by a diverse panel comprised of representatives of the SFMTA and other City Departments and may include external members with significant parking industry experience. The SFMTA will award contracts to three highest ranked proposals (one for each Group). Although an operator may propose and compete for all three groups, no more than one contract will be awarded to one operator.

Schedule

The anticipated schedule for the RFP process is shown in the following table:

TASK/MILESTONE	DATE
Review and Approval of RFP by SFMTA Board	February 3, 2009
RFP Advertised	February 6, 2009
Mandatory Pre-Proposal Conference	February 20, 2009
Experience, Financial & Taxpayer Responsibility Questionnaire Due	February 27, 2009
Proposals and Bid Security Due	April 6, 2009
Selection Committee Review and Interviews	May/June 2009
Civil Services Commission Approval	June/July 2009
Negotiations with highest ranking firm/Draft Agreements	July 2009
SFMTA Board Approval	August 2009
Commencement of Contracts	October 1, 2009

The SFMTA Board approval and commencement of the new contracts may be delayed depending upon any unanticipated changes in the prior due dates or extended evaluation process.

The City Attorney's Office has reviewed this item and the attached regulations.

Public Outreach

To allow an opportunity for the business community to review and provide input in the RFP process, a preliminary draft RFP was sent, in November 2008, to more than 25 public parking operators. As a result, significant input was received from prospective bidders. Additionally, an operator outreach meeting was held on December 3, 2008, attended by over 50 participants. Follow-up meetings with individual firms were also held to discuss specific questions and concerns. The feedback included valuable comments related to the RFP schedule, management fees, incentive fees, LBE participation goals, consolidation of facilities, minimum requirements, opportunities for small firms, evaluation criteria, cost of preparing proposals, etc. The attached RFP incorporates all appropriate revisions as a result of this extensive operator/vendor outreach and feedback, including significantly reduced minimum qualifications and experience requirements, as requested by several small businesses.

Regulations for Facilities Operation and Management

In the past, when entering into management agreements with parking facility operators, SFMTA has prepared agreements that combine the operator's basic contractual obligations, including such matters as payment terms, insurance, requirements and indemnification, as well as the City's contract boilerplate, with the specific facility management requirements, such as maintenance, issuing tickets and deposit of revenues. This approach has resulted in as many or more than a dozen contracts with differing terms and conditions. In addition, when facility management requirements need to be revised (for example, to accommodate new technologies), it has been impossible for SFMTA to make across-the-board changes to such practices and procedures.

Staff proposes to address these concerns, going forward with the attached proposed Parking Facility Operation and Management Regulations. The Regulations would provide a uniform set of requirements that would be applicable to all City-owned garages covered by this and all future RFPs. When necessary, the facility management requirements could be amended by action of the SFMTA Board of Directors, following an opportunity for public comment rather than by amending the individual management agreements. The management agreements entered into with the individual operators would continue to contain the basic contractual obligations between the parties described above.

ALTERNATIVES CONSIDERED

Staff considered the benefits and drawbacks of several alternatives to hire an operator through a competitive RFP process. The alternatives ranged from a single master agreement covering all 14 facilities to 14 individual agreements with 14 different operators. The recommended alternative of three agreements for three groups of facilities provides the most effective parking facility management approach, such as improved efficiency, better oversight by SFMTA and reduced management expenses. This approach will also ensure open and competitive bidding opportunities to firms of all sizes and varying experience.

A June 2007 report titled “Assessment of Parking Authority Business Practices” by CHANCE Management Advisors, provided in-depth analysis of Parking Authority’s administration of its parking assets, and recommended extensive changes to the then current practices. The report recommended bundling of garages into fewer agreements to achieve economy of scale for operational costs, improved interest by professionally managed companies and greater oversight by the Parking Authority. This RFP is consistent with the consultant recommendations, and proposes bundling of 14 properties into three groups.

The City Attorney’s Office has reviewed this item.

FUNDING IMPACT

This RFP process will replace several existing agreements with three new agreements during FY 2009-10. Adequate funds to conduct the RFP process are included in the approved FY 2008-2009 Operating Budget.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

An approval of Professional Services Contract by the Civil Services Commission is expected in February. No other approvals are required at this time. Upon completion of the RFP process, the three highest ranking proposals will be presented to the SFMTA Board for consideration and award.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve the Request for Proposals, authorize the SFMTA Executive Director/CEO, or his designee, to advertise the RFP, and approve the Parking Facility Operation and Management Regulations.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEAREAS, The mission of the Off-Street Parking Division is to provide clean, safe and convenient parking to the visitors, employees and businesses in the downtown core, as well as to the commercial and residential districts; and

WHEREAS, Through effective management of over 15,000 spaces at 40 parking facilities throughout the City, the Division supports economic vitality in the City's downtown and neighborhood commercial districts, and various parking policies and programs, administered by the Division, support the City's *Transit First* policy, help reduce traffic congestion on City streets and promote alternate modes of transportation; and

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) intends to award long-term contracts for operation and management of 14 parking facilities through a competitive Request for Proposals (RFP) process; and

WHEREAS, in 2007, a comprehensive evaluation and a report titled "Assessment of Parking Authority Practices," prepared for the Parking Authority by CHANCE Management Advisors, recommended consolidating multiple facilities into fewer management contracts; and

WHEREAS, SFMTA proposes consolidation of 14 parking facilities into three groups as the most effective management approach that would result in economies of scale for operational costs, improved efficiencies, and increased oversight by the SFMTA; and

WHEREAS, SFMTA has prepared a Request for Proposals (RFP) to hire the most qualified operators for the operation and management of 14 parking facilities for an initial term of not less than six years, with two extension options not to exceed 18 months each; and

WHEREAS, the qualifications and experience requirements, and the Local Business Enterprise (LBE) goals as outlined in the RFP will ensure open and competitive bidding opportunities to firms of all sizes and varying experience; and

WHEREAS, the outcome of this RFP supports goals of the 2008-2012 Strategic Plan adopted by the SFMTA Board of Directors; and

WHEREAS, SFMTA has developed regulations for Parking Facility Operation and Management in order to have consistent application throughout all parking garages and lots managed by SFMTA; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors approves and authorizes the Executive Director/CEO, or his designee, to advertise a Request for Proposals for the Operation and Management of Parking Facilities comprised of 14 facilities located throughout San Francisco on substantially the same terms as presented to this Board of Directors; and, be it further

RESOLVED, That the SFMTA Board of Directors approves the attached Parking Facility Operation and Management Regulations for consistent application with all future parking facility management agreements.

I hereby certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**Request for Proposals for
Operation and Management of Parking Facilities
No. SFMTA2008/09-30**

Date Issued:	February 6, 2009
Mandatory Pre-Proposal Conference:	February 20, 2009
Qualification Questionnaire Due	February 27, 2009
Proposal Due:	April 6, 2009

Request for Proposals for Operation and Management of Parking Facilities

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ATTACHMENTS TO RFP

- A. QUALIFICATION QUESTIONNAIRE
- B. AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION
- C. FACILITY MANAGEMENT BID FORM
- D. ATTESTATION OF COMPLIANCE
- E. CERTIFICATION REGARDING LOBBYING
- F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- G. MODEL AGREEMENT
- H. PARKING FACILITY OPERATION AND MANAGEMENT REGULATIONS
- I. HRC Chapter 12B Declaration – Nondiscrimination in Contracts and Benefits
(See HRC Website **HRC 12B-101 Form**: Submit only if the Prime Consultant is not already in compliance with Equal Benefits Requirements. This form is available on the HRC website at www.sfgov.org/sfhumanrights.)
- J. HRC Attachment 2
Requirements for Architecture, Engineering and Professional Services Contracts, for contracts \$29,000 and over (NOTE: New HRC Attachment 2 for projects advertised after December 26, 2008)
 - Form 2A HRC Contract Participation Form
 - Form 2B HRC “Good Faith Outreach” Requirements Form
 - Form 3 HRC Non-discrimination Affidavit
 - Form 4 HRC Joint Venture Form (may be required, depending on the circumstance)
 - Form 5 HRC Employment Form
 - Form 7 HRC Progress Payment Form
 - Form 8 HRC Exit Report and Affidavit
 - Form 9 HRC Payment Affidavit
 - Form 10 HRC Contract Modification Form
- K. STANDARD FORMS: Listing and Internet Addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the SF Administrative Code
- L. CHECKLIST OF REQUIRED DOCUMENTS

APPENDICES TO AGREEMENT

- A. Description of City-Owned Off-Street Parking Facilities
- B. Parking Rate Schedule
- C. Maintenance Standards
- D. Form of Maintenance Schedule
- E. Form of Annual Budget
- F. Monthly Report Form
- G. Form of Faithful Performance Bond
- H. Parking-related Businesses in which Operator Has Interest
- I. Prevailing Wage and Employee Retention Requirements –
Administrative Code Section 21.25-2

Request for Proposals for Operation and Management of Parking Facilities

I. INTRODUCTION

The San Francisco Municipal Transportation Agency (SFMTA) is a multi-modal transportation organization responsible for operating buses, rail, world-famous cable cars and a historic fleet of streetcars, as well as developing and implementing innovative transportation solutions to benefit auto drivers, transit riders, bicyclists and pedestrians. SFMTA programs and services promote safe, efficient and convenient mobility alternatives for San Francisco residents, commuters, businesses and visitors.

SFMTA's Off-Street Parking Division manages 40 parking facilities generating nearly Eighty Five Million Dollars (\$85M) in gross revenue annually. The mission of the Off-Street Parking Division is to provide clean, safe and convenient parking to the visitors, employees and businesses in the downtown core as well as commercial and residential districts. Through effective management of over 16,000 spaces at 40 parking facilities throughout the City, the Division supports economic vitality in the City's downtown and neighborhood commercial districts. Various parking policies and programs, administered by the Division, support City's *Transit First* policy, help reduce traffic congestion on City streets and promote alternate modes of transportation. The Division monitors current and anticipated parking demands, and evaluates need for the expansion and development of new parking facilities.

For visitors, these parking facilities offer the first impression of the City of San Francisco. It is very important to the City that the parking facilities are managed and operated in a manner that reflects the City's commitment to customer service, careful stewardship of the public's capital investments, adequate safeguards on the City's revenues, and professional management of the City's services.

The parking management services required shall vary, due to the diversity of each parking facility, their operating characteristics, and their primary customers. Appendix A provides a description of the parking facilities with information on each facility's location, capacity and type of operation.

SFMTA intends to enter into agreements with three qualified Operators to provide parking operational and management services for the 14 City-owned parking facilities listed below, located throughout San Francisco:

Group A – Six Facilities (3316 Spaces)

1. Civic Center Garage located at 355 McAllister Street
2. Golden Gateway Garage located at 250 Clay Street
3. North Beach, Garage located at 755 Vallejo Street
4. Performing Arts Garage located at 260 Grove Street
5. St. Mary's Square Garage located at 433 Kearny Street and surface lots
6. Vallejo Street Garage located at 766 Vallejo Street

Group B – Four Facilities (2944 Spaces)

1. Lombard Street Garage located at 2055 Lombard Street
2. Mission Bartlett Garage located at 3255 21st Street
3. Moscone Center Garage located at 255 Third Street
4. SF General Hospital Garage and surface lots located at 2500 24th Street

Group C – Four Facilities (387 Spaces)

1. Polk Bush Garage located 1399 Polk Street
2. 7th & Harrison Lot located at 415 7th Street
3. 16th & Hoff located at 20 Hoff Street
4. 1660 Mission Street Garage

Proposers may submit proposals, per the requirements set forth in this Request for Proposal (RFP), to manage one of the three groups.

Although a Proposer may submit a proposal for each group (i.e., three separate proposals), the SFMTA intends to award contracts for management of Group A, Group B and Group C to the highest ranked vendors for each group, **except that no vendor may be awarded more than one contract.**

II. SCOPE OF WORK AND TERM

The successful Proposers shall provide all parking management services necessary to manage, operate, and maintain the City-owned parking facilities on a twenty-four/seven (24/7) basis, so as to maximize revenues and minimize costs, while providing the highest standard of professional, courteous, and efficient services using industry best practices. The form of the Agreement and the Parking Facility Operation and Management Regulations contain a detailed description of the responsibilities of the Operators and other applicable terms and conditions.

The selected Operator will be required to assume employment of all current operating employees of the parking facilities and all obligations pursuant to San Francisco Administrative Code Section 21.25-2. Upon the effective date of the Agreement, all employees of the current Operator will become permanent employees of the new Operator pursuant to Administrative Code Section 21.25-2.

During the term of the Agreements resulting from this RFP, the SFMTA may request that an Operator assume management of up to three additional facilities in addition to those parking facilities already being managed by the Operator. In addition, the SFMTA may temporarily or permanently remove a maximum of two Facilities from an Operator's inventory in the event that those facilities are removed from service and not being used for public parking (if, for example a Facility is closed for renovation) or due a major operational change such as use of automated pay stations.

A. Adding Parking Facilities

The SFMTA shall have the right, during the term of the Agreements resulting from this RFP, to request that the Operator add up to three additional parking facilities to those under management by the Operator. Any such additional parking facility shall be managed in the manner described in this RFP and the Management Agreement. In the event that the SFMTA desires to add a new parking facility, it shall send a written notice of intent to the Operator. The Management Fee will be adjusted by determining the total number of parking spaces being added as a percentage of the total number of parking spaces already under management under the Agreement, and increasing the Management Fee otherwise due by an equivalent percentage. In the event that the Manager elects not to manage the additional facility(ies), the SFMTA shall have the right to select another Operator to manage the facility(ies).

B. Deleting Parking Facilities

The SFMTA shall have the right during the term of the Operating Agreements resulting from this RFP to either temporarily or permanently delete two parking facilities from an Operator's inventory if the facilities are not being operated as public parking facilities for a period in excess of 30 days. In the event that SFMTA decides to remove a facility from the Operator's inventory, the Management Fee may be adjusted by determining the total number of parking spaces being removed as a percentage of the total number of parking spaces already under management under the Agreement, and reducing the Management Fee otherwise due by an equivalent percentage. In the event that the facility is returned to service during the term of the Agreement, the Management Fee shall be reinstated.

C. Parking Rate Information

Pursuant to the San Francisco Charter, the SFMTA has the sole authority to set and to change parking rates for the parking facilities. Upon approval of any new parking rates, the Operator will be responsible for changing all rate signage, making software updates and charging each patron the appropriate parking fees. Replacement signage and software upgrades will be reimbursable expenses. From time to time, the SFMTA may request the Operator to conduct a parking rate survey and to make recommendations to the SFMTA on the proposed rate adjustments.

TERM OF AGREEMENT

The term of each Agreement will be six (6) years commencing October 1, 2009, with a maximum of two (2) extensions not to exceed eighteen (18) months for each extension at the sole discretion of the SFMTA.

Proposers should carefully review all of the terms of the Agreement before preparing their proposals.

III. COMPENSATION

Each Operator's compensation shall consist of the following items:

A. Management Fee

The Management Fee is intended to cover the Proposer's profit and unreimbursed costs for management of the Group of facilities that the Proposer seeks to manage. A fixed Management Fee is established for each Group.

Group A: Five Thousand Dollars (\$5,000) per month.

Group B: Four Thousand Five Hundred Dollars (\$4,500) per month.

Group C: Two Thousand Dollars (\$2,000) per month.

Beginning the first month of contract years 4 and 7, the monthly management fee will be increased by five percent (5%) for each Group of Facilities.

B. Reimbursable Expenses

Each month, the SFMTA shall reimburse the Operators for operating expenses set forth herein. These expenses shall be reimbursable only to the extent that the Operator submits sufficient documentation to the SFMTA, indicating that the expenses were directly incurred in providing the required parking services to the parking facilities. Moreover, the Operator shall not be reimbursed for any otherwise reimbursable operating expense, incurred during a particular month, to the extent the amount exceeds the Operating Budget, unless such expenditure were pre-approved in writing by the SFMTA.

Reimbursable Operating Expenses are defined more specifically in the Model Agreement, but generally include the following categories of Operator's approved costs that are directly associated with an Operator's performance of its obligations under the Agreement:

1. Personnel/Payroll
 - a. Parking operations salaries
 - b. Payroll Taxes
 - c. SF Business Tax
 - d. Employee Benefits
 - e. Worker's Compensation
2. Utilities
 - a. Electricity
 - b. Water
 - c. Telephone
 - d. Garbage Pick Up

3. Supplies
 - a. On-site Office
 - b. Garage
 - c. Parking
 - d. Repair/Maintenance
4. Professional Services
 - a. Annual Audit
 - b. Security
 - c. Janitorial
 - d. Elevator Maintenance
 - e. Bank Charges (other than penalties or late fees)
 - f. Armored Courier
 - g. Uniform Cleaning
 - h. Personnel Training
 - i. Other Contractual Maintenance
5. Other
 - a. Insurance (except for deductibles or other costs resulting from theft, employee negligence, dishonesty or other acts of malfeasance)
 - b. Garage Claims
 - c. Marketing of Garages

Non-Reimbursable Expenses shall include, but are not limited to:

1. Employee recruitment
2. Internal accounting services; payroll administration/processing, invoicing monthly statements
3. In-house audit
4. Interoffice correspondence
5. Off-site supervision
6. The cost of Emergency Actions caused by the negligence or willful misconduct of any employee of the Operator
7. The cost of repairing revenue control equipment repair or other damage to the Garages resulting from Operator's or Operator's employees' willful, intentional or grossly negligent acts
8. Purchase, maintenance and fueling of vehicles required for the operation and management of the parking facilities
9. Meals, mileage, gratuities or gifts
10. Penalties or fees resulting from Operator's late payments of fees, taxes or bills
11. Overhead costs not directly attributable to operation of the Garages
12. Attorney's Fees or costs incurred in connection with any dispute with the City
13. Other expenses not directly related to the day-to-day operations, as may be determined by the Director in his or her sole discretion

C. Incentive Fee

In addition to the monthly management fee, the selected Operator may earn an incentive fee as a result of exceeding established net parking income targets and/or meeting established customer service standards.

1. Net Income Incentive:

SFMTA recognizes the efforts required to operate the parking facilities in the most effective manner to achieve the highest customer satisfaction and increased revenues. An incentive fee will be offered to reward the Operator’s success in achieving certain revenue targets. This incentive is to compensate the Operator for effective management of parking resources while maintaining the most cost effective methods of operation and customer satisfaction. Costs shall not exceed previous year’s actual expenses, unless pre-approved in writing by the SFMTA.

For the purpose of the Incentive Fee, Net Income is defined as Gross Revenues less parking taxes, key card deposits, and total reimbursable operating expenses. The total Operating Expense does not include Capital Expenditures or Incentive Fee payments. All revenue generated by the SFMTA Advertising Contract shall be excluded for the purpose of calculating incentive fees. The selected Operator may earn an incentive fee based on the income exceeding the net income targets set by the SFMTA.

These targets may be subject to revision, in the Director’s absolute and sole discretion, to account for future parking rate changes and other impacts.

2. Process for Establishing Target Net Income:

For each contract year, the target is based on Actual Net Income from the previous contract year. In the event that a target is not met for a contract year, the Target Net Income will carry over for the next contract year. For example, in the table below, Contract Year 3’s Actual Net Income fell \$150,000 short of the target at \$1.3M, and the Incentive Fee was not earned. Therefore the Target Net Income for Contract Year 4 was not adjusted downward, but remained the same as Contract Year 3 (\$1.3M). The target for Contract Year 5 is based on Actual Net Income from Contract Year 4.

The table below shows the Annual Incentive Fees earned based upon the Net Income exceeding the targets, beginning with a \$1.0M target for the first Contract Year. All numbers in this table are for illustration purposes only, except that the column labeled “% Earned” (i.e., 10%, 12%, 15% for each corresponding contract year) indicates the ACTUAL percentages proposed by the SFMTA.

Contract Year	Net Income	Target	Over Target	% Earned	Incentive Earned
1	\$1.2M	\$1.0M	\$200K	10%	\$20,000
2	\$1.3M	\$1.2M	\$100K	12%	\$12,000
3	\$1.15M	\$1.3M	(\$150K)	15%	0
4	\$1.5M	\$1.3M	\$200K	15%	\$30,000
5	\$1.7M	\$1.5M	\$200K	15%	\$30,000
6	\$1.7M	\$1.7M	0	15%	0

3. Customer Satisfaction Surveys:

As directed by the SFMTA, the Operator shall conduct a quarterly survey of patrons for each parking facility as part of its outreach strategy. The survey will include performance measures in several categories, including customer satisfaction, cleanliness, and safety/security of facility. Rating will be on a 5-point scale with 5 = Outstanding; 4 = Very Good; 3 = Acceptable; 2 = Improvement Needed; and 1 = Unacceptable. For Group A or Group B or Group C, the Operator may earn an incentive fee of \$500 per quarter per facility upon meeting the criteria.

ALL of the following three (3) conditions must be met in order to earn the quarterly incentive for a specific facility:

- a. A quarterly survey shall be conducted as directed by the SFMTA. The minimum of survey responses will be based on the number of spaces in each facility. For example, Group A and Group B must collect a minimum of 250 responses per facility per quarter; Group C must collect a minimum of 100 responses per facility per quarter.
- b. A combined average score of 4.0 for all categories must be achieved.
- c. A minimum average score of 3.0 must be achieved in each category.

IV. PRE-SUBMISSION REQUIREMENTS AND SCHEDULE FOR PROPOSALS

NOTE: Where the word “shall” or “must” or “required” appears, Proposers may not take an exception.

A. **Mandatory Pre-Proposal Conference**

A **mandatory** pre-proposal conference has been scheduled for:

Friday, February 20, 2009 at 2:00 p.m. (PST)
SFMTA
One South Van Ness, 7th Floor, Union Sq. Conf. Rm. #7080
San Francisco, CA 94103-5417

Any questions may be addressed at this conference and any available new information may be provided at that time. Representatives from SFMTA’s Contract Compliance Office will be available to answer questions regarding the City’s Local Business Enterprise (LBE)/Nondiscrimination in Contracting Ordinance. Due to the limited availability of seating, Proposers must provide the names, titles and contact information of their representatives, who plan to attend the pre-proposal conference, to the SFMTA not later than **4:00 p.m. (PST) on February 16, 2009**. Attendance by teleconference is an option. Names, titles, contact information must be provided to the SFMTA not later than **4:00 p.m. (PST) on February 16, 2009**, to set up the teleconference.

Any requests for information concerning this RFP submitted before or after the pre-proposal conference must be in writing, and any substantive replies will be issued as written addenda to all Proposers, who attended the mandatory Pre-Proposal Conference, either in person or by teleconference. Questions raised at the mandatory pre-proposal conference may be answered orally. If any substantive, new information is provided in response to questions raised at the mandatory pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties who attended or participated via teleconference in the mandatory pre-proposal conference, and posted on line. **Any questions related to this RFP, after the mandatory Pre-Proposal conference, must be submitted in writing by 4:00 p.m. (PST) on February 27, 2009.** The SFMTA will provide responses to questions by **March 6, 2009.**

B. Deadline for the Qualification Questionnaire

Each Proposer must submit to the SFMTA, **by 4:00 p.m. (PST) on February 27, 2009**, the Qualification Questionnaire, also known as Experience, Financial and Taxpayer Responsibility of Proposer Questionnaire (Attachment A), together with a statement from a financial institution verifying the Proposer's ability to provide or obtain One Million Five Hundred Thousand Dollars (\$1,500,000) for Group A; Seven Hundred Fifty Thousand Dollars (\$750,000) for B; Two Hundred Fifty Thousand Dollars (\$250,000) for Group C either in liquid assets, an irrevocable letter of credit, a line of credit or a qualified loan commitment, or demonstrate a working capital ratio to cover operating expenses for a 3-month period. The working capital ratio will be adjusted based on actual operating expenses. This financial requirement assures the SFMTA that the Proposer, if selected, will have sufficient funds to pay operating costs, prior to requests for reimbursement, and is otherwise credit-worthy.

The Proposer must also provide reviewed financial statements for the previous three (3) years, prepared by a certified public accountant in accordance to generally accepted auditing standards, beginning with the most recent year, or three (3) years of notarized Federal Tax Statements. These documents may be marked as Proprietary or Confidential. Proposers should be aware, however, that under the City's Sunshine Ordinance, financial materials submitted by a successful proposer are subject to disclosure in response to a public records request. Should the SFMTA receive such a request, the Agency will notify the successful proposer upon receipt of the request.

The intent of the questionnaire is to evaluate whether the Proposer meets all of the minimum qualifications set forth in the RFP. Upon receipt of the questionnaire, the SFMTA may require confirmation from financial institutions and the San Francisco Tax Collector. Such information will be used to determine whether Proposers are eligible for further consideration. If additional information is required, Proposers will be expected to assist in securing the information on a timely basis.

The Qualification Questionnaire and other required documents set forth herein must be received **by 4:00 p.m. (PST) on February 27, 2009**, delivered in person or mailed to:

**SFMTA
One South Van Ness, 7th Floor
San Francisco, California 94103-5417
Attn: Winnie Xie**

C. Deadline for Submission of Proposals

Proposals, together with the bid security described below, must be received by 4:00 p.m. (PST) on April 6, 2009, delivered in person or mailed to:

**SFMTA
One South Van Ness, 7th Floor
San Francisco, California 94103-5417
Attn: Winnie Xie**

Each Proposer must submit eight (8) copies of the proposal, clearly marked **RFP for Operation and Management of Parking Facilities, No. SFMTA2008/09-30.**

In addition:

1. all proposals shall be bound documents; and
2. all pages shall be sequentially numbered and a table of contents shall be provided; and
3. the font size on each page shall be 12-point, using a Times New Roman font; and
4. the pages must be on recycled paper, printed on double-sided pages, and single-spaced.

Proposals submitted by fax or e-mail will **not** be accepted. Late submissions will not be considered. Proposals must be received by the due date and time. Postmarks will not be considered to determine whether a proposal was submitted in a timely manner.

D. Schedule

The anticipated schedule for selecting Operators under this RFP is shown below:

Schedule	Date
Mandatory Pre-Proposal Conference	February 20, 2009
Qualification Questionnaire Due	February 27, 2009
Deadline for Submission of Written Questions or Requests for Clarification	February 27, 2009
Response to Questions from Prospective Proposers	March 6, 2009
Proposals, Required Documents, and Bid Security Due	April 6, 2009
Selection Committee Review and Approval	May/June 2009
Negotiations/Draft Agreements	July 2009
SFMTA Board Approval	August 2009
Commencement of Contracts	October 1, 2009

V. MINIMUM QUALIFICATIONS AND EXPERIENCE

To be considered for award, a corporation or other legal entity or its managing members, including any Joint Venture Partner or Subcontractor who will provide parking management services, (a “Proposer”) must meet or exceed each of the following minimum qualifications (the “Minimum Qualifications”). A Proposer that does not meet the Minimum Qualifications will not be considered. The SFMTA may, however, waive any inconsistencies or deficiencies which the SFMTA deems, in its sole discretion, to be minor or technical.

A. Qualifications and Experience

There are different requirements for qualifications and experience, depending upon which group of facilities a Proposer is seeking to manage.

Group A and B Facilities

1. The Proposer must currently be managing at least three parking facilities, with a minimum of 300 spaces at each location, one of which must be a multi-level structure with at least 200 spaces, and which has been under the Proposer’s management for a continuous period of three years prior to the date of this RFP;

and

2. The Proposer must have a minimum of three years of continuous, first-hand experience in the operation and management of parking facilities with an:
 - a. Annual Net Revenues (Gross revenue minus parking tax, if any) of a least \$5,000,000 from all facilities under its management; and
 - b. Annual Operating Budget of at least \$2,500,000;

and

3. During said three-year period, the Proposer must have had:
 - a. experience in the use of automated pay station, automated parking access, and revenue control equipment and software, including such functions as sophisticated spreadsheet and information retrieval and report writing, etc.;
 - b. experience with additional software including, but not limited to, Microsoft’s Excel and PowerPoint, and other financial reporting software;
 - c. experience in managing at least ten full-time operation employees at parking facilities that were staffed and open to the public at a minimum of twelve (12) hours per day, preferably on a twenty-four (24) hour basis; and
 - d. experience in daily valet parking operations and shuttle services.

Group C Facilities

1. The Proposer must currently be managing at least two parking facilities, with a minimum of 50 spaces at each location, and which has been under the Proposer’s management for a continuous period of three years prior within the past 5 years prior to the date of this RFP;

and

2. The Proposer must have a minimum of three years of continuous, first-hand experience in which at all times during such three-year period, the operation and management of parking facilities with an:
 - a. Annual Net Revenues (Gross revenue minus parking tax, if any) of a least \$650,000 from all facilities under its management; and
 - b. Annual Operating Budget of at least \$200,000.

B. General

1. The SFMTA will **not** accept a proposal if:
 - a. any necessary proposal document is incomplete, misleading or missing;
 - b. any RFP forms are left blank, incomplete, or changed in any substantive way;
 - c. the Proposer does not meet the minimum qualifications set forth in this section and/or failed to submit the information required by Section IV.C;
 - d. the Proposer does not provide additional/clarification information as requested by the SFMTA by the specified date; or
 - e. the Proposer is not current in payment of applicable fees and taxes.
2. The Proposer must prepare the proposal and submit its contents in accordance with the provisions set forth in this RFP.
3. Any attempt, directly or indirectly, of any Proposer to influence any member of the SFMTA Board members, selection committee members, or any officer or employee of the SFMTA, the City and County of San Francisco, HRC, or the Off-Street Parking Division, as to the selection of a vendor to provide the services described herein *outside of the formal selection process*, will disqualify the Proposer without further consideration.

C. Financial Requirements

The Proposer must have satisfied the financial requirements set forth above in connection with pre-proposal questionnaire.

D. San Francisco Business Tax Certificate

The Proposer must have a current San Francisco Business Tax Certificate prior to the Proposal and Bid Security due date.

VI. SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

A Proposer, in response to this RFP, must submit the following information, in the order specified below:

A. Letter of Introduction and Executive Summary – 2 page maximum (Required, but not scored)

Proposals must include a Letter of Introduction describing the Proposer, how long it has been in business, its ownership structure, including the name(s) of owner(s), and its ability to provide the services in the RFP. The summary must be signed by and contain the name, address and phone number of the persons authorized by the Proposer to obligate the Proposer

to perform the commitments contained in the proposal, and to communicate with the SFMTA in connection with this RFP. Submission of the letter will constitute a representation by the Proposer that the Proposer is willing, able and authorized to perform the commitments contained in its proposal.

B. Evaluation of Responsive Proposals

An appointed Selection Panel will review and score all Responsive Proposals, based on two categories:

1. Written Proposal; and
2. Oral Interview/Presentation.

CRITERION	MAXIMUM POINTS
1. Written Proposal	150
a. Qualifications and Experience	30
b. Management Approach: Staffing/Operational Plan/Budget	50
c. Maintenance Plan	20
d. Marketing Plan	15
e. Security and Safety Plan	15
f. Overall organization and clarity of proposal	20
2. Oral Interview/Presentation	50
TOTAL	200

1. Written Proposal (Up to 150 Points)

a. Qualifications and Experience – 10 page maximum (Up to 30 Points)

- 1) The description of the Proposer’s qualifications and experience must include the Proposer’s experience in the off-street parking industry and operation of parking facilities comparable to the City-owned facilities, described in Appendix A, within the past three years, including any public agency contracts and use of central pay-on-foot equipment. The description should include staffing requirements, annual gross revenues, annual budget, successful programs that the Proposer implemented, new business that the Proposer attracted to the parking facilities it manages, and a summary of the scope of responsibilities. This section should also refer to any objective evidence of the quality of the Proposer’s performance with respect to the facilities, such as payment of incentive fees, exercise of renewal options, etc. The Proposer will be scored on experience in the parking operation and management field, and specifically in operations with similar financing, ownership and operational requirements.

- 2) A Proposer must describe its experience with the use of automated pay station, automated parking access, and revenue control equipment and software, including sophisticated spreadsheet, revenue and data reporting, and information retrieval and organization software including, but not limited to, Microsoft's Excel and PowerPoint, and other financial reporting software, and any experience with internet reservations, cell phone reservations, parking guidance systems, variable pricing options for including Special Event Pricing, Peak Demand Pricing and Market Based Pricing to maintain target occupancy levels.
- 3) This section should also include the qualifications of each management staff person outside the direct parking facilities staff, including any subcontractors. Brief resumes may be included for each key person and the role each will play in the operations of the parking facilities. Proposers may include a description of how each key person can enhance services or revenues at the parking facilities and how each key person will support and complement the current parking facilities staff.
- 4) The Proposer must be able to provide verifiable references, preferably other public agencies.
- 5) The Proposer must provide details of any notice of default or breach of contract, pursuant to any garage management agreement received by the Proposer, its joint venture partner or subcontractor, even if such a default was cured at a later date.
- 6) The Proposer must specify whether the Proposer (or any predecessor in interest) has been involved in any litigation involving any contract for the operation and management of parking facilities. Describe the nature of the litigation, the parties involved, and how the matter was resolved.
- 7) Specify whether any contract with the Proposer (or any predecessor in interest) for the operation and management of parking facilities has ever been terminated due to breach or default.
- 8) Specify experience in providing daily valet parking operations and shuttle services during special events.

b. Management Approach/Operational Plan/Budget – 20 page maximum (Up to 50 Points)

Proposals must contain a narrative description of the services and activities to be provided to the SFMTA, including, but not limited to, cash handling procedures, daily ticket auditing procedures, customer service assurance, employee training, and company policies. Proposals must include an implementation plan for said services and activities designed to optimize the overall performance, service and revenues at the parking facilities. The selected Operator will be subject to employee retention requirements pursuant to law. Each Proposer must state how it would staff the parking facilities given those restrictions, and include written assurance that parking facilities personnel will not be transferred to other locations without the SFMTA's prior approval. (For information on Employee Retention requirements, see San Francisco Administrative Code Section 21.25-2, attached as Appendix I to the Model

Agreement). A Proposer shall also explain how the Proposer will provide adequate coverage despite absenteeism, vacations, leaves or turnover of employees, as well as additional staff needed for special circumstances and the holiday shopping season. The Proposer must describe how it will support its on-site manager and assure the successful management of the parking facilities and implementation of its proposal. The Proposer must describe the authority the on-site manager will have as to vendor selection, shift scheduling, employee disciplinary actions, marketing, budgets, labor agreement issues, operational changes, compiling and safe keeping of records. The proposal must also list any subcontractors and explain their roles. The proposal may include a proposed valet-assisted operation at the parking facilities and an explanation of how that operation will best serve transient and monthly users. The Proposer must attach a sample of its standard operating practices, including hiring and training policies and procedures.

BUDGET (Points awarded as part of the Management Approach/Staffing and Operational Plan; failure to include will result in rejection of Proposal)

The proposal must also provide a pro-forma annual budget for the parking facilities that include all projected costs and expenses in the format attached to the Model Agreement as Appendix E.¹ The Management Fee shall not be included in the pro-forma budget. The proposed budget must provide a projected twelve-month profit and loss statement with detailed assumptions in all revenue and expense categories and with annual increases indicated and justified. Include a statement describing how the Proposer would manage expenses without a negative impact on customer service and facility condition.

NOTE: After the award of contract, the Operator will be required to prepare a separate annual budget for each parking facility.

The Proposer must describe two cost cutting programs that it implemented at other parking facilities that did not negatively impact services and facility condition, and the Proposer must describe the resulting cost savings. The Proposer must also describe two of the largest capital improvement projects managed and completed at other parking facilities, the timeline, the budget and the process used to complete the project.

The SFMTA will evaluate Proposers based on the pro-forma operating and capital budgets and cost containment measures included in the proposal. The SFMTA desires to keep costs to a minimum, but merely speculative statements of lower costs will be disregarded if the basis for the lower cost is not clearly indicated and justified. The proposal should evidence an understanding of potential costs and revenues of the parking facilities and the impact on services and facility conditions. Emphasis will be placed on the Proposer's suggested means of cutting costs and completing capital projects, and past successful examples of cost-cutting programs and methods.

¹ Budgets submitted in response to the above question are intended only to demonstrate the Proposer's knowledge and ability to present and formulate a working operational budget for the group of facilities, and will not necessarily be accepted by the SFMTA as the actual budget if the Proposer is selected as the Operator.

c. Maintenance Plan – 10 page maximum (Up to 20 Points)

The Proposer must provide a general Maintenance Plan that describes how the Proposer will monitor, inspect, maintain and clean the parking facilities, paying careful attention to Appendix D of the Agreement and any additional requirements as provided by the SFMTA, pursuant to the Agreement. Maintenance equipment recommendations and requirements should also be provided. In addition to its other maintenance duties, the Operator will be responsible for scheduling special cleaning when necessary and for overseeing and giving appropriate instruction to any janitorial service companies. Plans to minimize maintenance and major capital expenses, while balancing customer service and facility condition, should also be included in the proposal.

The Proposer's Maintenance Plan will be evaluated based upon its overall strength, coherence, and probable success in maintaining first-class, clean, well-maintained and fully operational parking facilities at the lowest possible cost. The Maintenance Plan should also demonstrate knowledge of and conformance to the SFMTA's maintenance expectations, as set forth in the Agreement. Finally, the Maintenance Plan will be evaluated based upon how well it satisfies the needs of the parking facilities.

NOTE: Janitorial services at some parking facilities are currently contracted out to a professional janitorial vendor. This should not be considered as the only method of maintenance means available. Alternative and unique solutions are welcome, provided that they are thoroughly explained and their implementation meets the needs set forth by the SFMTA.

d. Marketing Plan – 10 page maximum (Up to 15 Points)

Each proposal must include a general marketing plan for the parking facilities, describing how the Proposer would enhance the facilities' revenues, public image, advertising, outreach, and area merchant coordination. The target markets for the parking facilities must be addressed in the marketing plan, as well as plans for increasing parking facilities' patronage. The Proposer should also describe similar marketing strategies by marketing segments which have been successfully employed by the Proposer at comparable facilities. The SFMTA wishes to explore all marketing ideas, including courtesies or amenities for its monthly and daily customers. Accordingly, the marketing plan should demonstrate an understanding of the marketing segments, including varied businesses and residential communities' needs in the areas surrounding the parking facilities. The Proposer's awareness of the communities that the parking facilities serve the needs of businesses and residents, and plans to successfully market to them and meet their needs should also be included in the Proposer's marketing plan.

The Marketing Plan will be evaluated based on how well it will promote the parking facilities, increase revenues, and respond to the users needs in a cost-effective manner. Creativity and innovation will be considered favorably, as will past examples of the Proposer's marketing successes.

e. Security and Safety Plan – 10 page maximum (Up to 15 Points)

The proposal must include a general Security and Safety Plan for maintaining both the security and safety of the customers, employees, vehicles, the parking facility, equipment, and the assets, including the integrity of cash handling and ticket auditing procedures. The proposal must address equipment and other technical recommendations or requirements, staffing and scheduling needs, emergency and crisis handling procedures, surveillance methods and surveillance equipment, as well as a disaster planning procedure that includes a reporting protocol and communications plan. A Proposer must describe in its Safety and Security Plan how management and supervisory staff will monitor and inspect the parking facilities to assure the security and safety of parking facility property and revenues and customer and employee safety. The proposal should describe how security can be improved, with an emphasis on customer safety, employee safety and reducing break-ins of vehicles. The proposal must include contingency plans and staff for security matters, including civil disobedience, riots, and response to the effects of acts of terrorism. The Proposer must submit a recommended Emergency Plan and a Disaster Recovery Plan and should also describe the specific training the proposed security company gives its employees regarding response to civil disobedience, riots, and the effects of acts of terrorism.

The Security Plan will be evaluated in terms of the safety of customers, employees, vehicles, facility equipment and the integrity of cash handling procedures. Scoring will include considerations of the Proposer's ingenuity and originality in developing methods that will increase overall security and safety, at the lowest possible cost without compromising best practices. The Security and Safety Plan should also demonstrate an acute understanding of the needs of customers and the parking facilities, as well as flexibility in responding to new and unexpected situations, if and when they arise.

f. Overall Organization and Clarity of Proposal (Up to 20 Points)

Responsive proposals will be evaluated on the Proposer's understanding of the scope of work and tasks to be performed, as well as the completeness of the proposal, and the creativity of ideas included in the proposal.

2. Oral Interview/Presentation (Up to 50 Points)

The top three Proposers in each Group will be invited to participate in an oral interview and presentation. However, a fourth Proposer from each Group may be invited to participate in an oral interview and presentation, IF they are within 20 points of the top three Proposers in each Group. The top three (or four, if applicable) Proposers in each group and their subcontractors shall be required to appear (in no particular order) before the selection committee for an oral interview and presentation of the Proposal and detailed discussion of the various elements of their Proposal. SFMTA strongly encourages that the key personnel, to be assigned to the parking facilities, play a significant role in the presentations and discussions at the oral interview. Questions from the selection committee may be directed to a specific member of the Proposer's team. The Proposer's Operations Team will be required to participate in the presentation and oral interview.

C. Bid Security (No points awarded, but failure to include will result in rejection of Proposal)

Each Proposer must include with their proposal a bid security of Ten Thousand Dollars (\$10,000), in the form of a certified or cashier's check payable to the SFMTA, or a bid bond naming the SFMTA as beneficiary. Promptly after the rejection of any proposal, the SFMTA will refund to the Proposer the bid security, without interest. The bid security of the selected Proposer will be retained by the SFMTA until the Agreement has been approved by all necessary parties and executed by the Proposer. Upon satisfaction of those requirements, the bid security will be held as part of the security deposit in accordance with the Parking Garage Operation and Management Regulations. Furthermore, immediately upon commencement of the Agreement, the Manager must provide an additional Ninety Thousand Dollars (\$90,000) security deposit, in the form of a certified or cashier's check payable to the SFMTA, in accordance with the Parking Garage Operation and Management Regulations.

If the selected Proposer fails to execute the Agreement within 15 days after receipt of notice from the SFMTA, the proposal and its acceptance may be declared null and void by the SFMTA and the bid security may be retained as liquidated damages to compensate the SFMTA for its time and effort. By submitting a proposal, each Proposer acknowledges and agrees that the SFMTA's damages would be difficult to determine, and this liquidated damages amount is not a penalty, but is reasonable compensation based upon the facts and circumstances known to the Proposer at the time of its submittal.

D. Financial Stability (No points awarded, but failure to include will result in rejection of Proposal)

Each Proposer must provide proof of financial responsibility as described in Section IV (B) of this RFP.

The Proposer must also submit a signed letter from an insurance agent and/or broker stating that such broker has reviewed the insurance and bond requirements contained in the Agreement, and that the Proposer will be able to obtain and maintain the insurance and bonding required under the Agreement.

The SFMTA will submit the above-described information to its outside auditor, who will provide a recommendation based on such information as to whether the Proposer meets the requisite financial stability required to be awarded the Agreement.

E. Non-Discrimination Statement (No points awarded, but failure to include will result in rejection of Proposal)

Each Proposer must include a statement in its proposal that, should it be awarded the operating agreement for the operation and management of parking facilities, the Proposer will not discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of Operator, any SFMTA or City employee working with the Operator, or applicant for employment with Operator, in any of the Operator's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or

organizations operated by Operator.

The selected Proposer will be required to comply fully with and be bound by all of the provisions that apply to the Agreement under Chapters 12B and 12C of the Administrative Code, including, but not limited to, the remedies provided in such Chapters, except that said remedies will inure to the SFMTA and the City. A penalty of \$50 for each person for each calendar day during which the Operator discriminated against any person in violation of the provisions of this Agreement, may be assessed against Operator and/or deducted from any payments due Operator.

F. Attestation Statements and Certifications

The **Proposer, Joint Venture Partner and all subcontractors named in a proposal** must individually sign the Attestation of Compliance and Certifications attached as Attachments **D, E and F**. Any proposal that does not include the executed Attestation of Compliance and Certifications as required by the RFP **will be deemed non-responsive and will not be scored**. Any Proposer who violates representations made in the Attestation of Compliance and Certifications, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process for this contract.

G. Disclosure of Business Interests

Each Proposer, including the Joint Venture Partner or Subcontractor providing parking management services, must include a statement in its proposal that discloses all parking-related businesses, including but not limited to parking garages, parking lots and valet parking services, located or operated in the City in which the Proposer either has an interest or proposes to have an interest. This statement shall also explain the nature and extent of any such interest listed in Appendix H to the Agreement. For purposes of this requirement, a reportable interest shall be any ownership interest of five percent or greater.

VII. CONTRACT AWARD

The SFMTA intends to award the contracts for the management of Groups A, B and C to the Proposers that it believes will provide the best, most professional overall parking management services at a competitive cost. SFMTA intends to award contracts for management of Group A, Group B and Group C to the highest ranked vendors for each group, **except that no vendor may be awarded more than one contract**.

The SFMTA reserves the right to accept other than the lowest priced offers and to reject any proposals that are not deemed responsive and/or responsible. The SFMTA reserves the right to refuse and reject any and all proposals.

This RFP is a solicitation for proposals; it is not an offer of a contract. Proposals and other responses to this RFP are offers, which are not binding until unconditionally accepted by the SFMTA, and said proposal and acceptance are reduced to and memorialized in a fully and properly executed written instrument, substantially similar in form and content to the attached Model Agreement.

SFMTA staff will commence contract negotiations with the highest ranked Proposers for each Group of facilities. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals. If a satisfactory contract cannot be negotiated in a reasonable time, the SFMTA, in its sole discretion, may terminate negotiations with the highest-ranked Proposer and begin contract negotiations with the next highest-ranked Proposer.

The contract will not be awarded until such time as (a) the Executive Director/CEO of the SFMTA recommends the Agreement for award, (b) the SFMTA Board of Directors and Parking Authority Commission each adopt a resolution awarding the Agreement, and (c), if required, the contract is approved by the San Francisco Board of Supervisors.

Form of Contract

The successful Proposer will be required to enter into a contract on terms substantially similar to Attachment G. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds, letter of credit or other materials required in the contract, shall be deemed an abandonment of a contract offer. If the highest-ranked Proposer fails to comply with these requirements, the SFMTA, in its sole discretion, may select another firm and may proceed against the original firm selected for damages.

VIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, the Agreement and all attachments and exhibits of each. Proposers must promptly notify the SFMTA in writing if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. The SFMTA will issue modifications and clarifications by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP other than inquiries at the mandatory pre-proposal conference must be directed to:

SFMTA
One South Van Ness, 7th Floor
San Francisco, California 94103
Fax: (415) 701-4583
ATTN: Winnie Xie
Email: winnie.xie@sfmta.com

Any inquiry or clarification will be shared with other prospective Proposers who attended the mandatory pre-proposal conference in written form by facsimile and/or mail.

C. Objections to RFP Terms

Should a Proposer object on any grounds to any provision or legal requirement set forth in this RFP, the Proposer must, not more than ten calendar days after the RFP is issued or amended (if the objection relates to an amendment), provide written notice to the SFMTA specifying the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda to RFP

The SFMTA may modify this RFP and /or the Model Agreement, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail or by facsimile to the last known business address or facsimile number of each firm, listed with the SFMTA as having received a copy of the RFP. The SFMTA will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFMTA prior to the proposal due date, regardless of when the proposal is submitted. Therefore, the SFMTA recommends that each Proposer contact the designated contact person to check for updates, including (shortly before the proposal due date) to determine if the Proposer has all addenda.

E. Validity of Proposal

Submission of a proposal signifies that the Proposer's offer remains open for 270 calendar days from the proposal due date and that the offer is genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A Proposer may revise a proposal at the Proposer's own discretion at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the SFMTA may require a Proposer to provide oral or written clarification of its proposal. The SFMTA reserves the right to make an award without further clarification of proposals received.

G. Errors and Omissions in Proposal

Failure by the SFMTA to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The SFMTA accepts no financial responsibility for any costs or other liability incurred by a firm in responding to this RFP. Submissions of proposals in response to this RFP will become the property of the SFMTA, and may be used by the SFMTA in any way deemed appropriate.

I. Reservations of Rights by the SFMTA

The issuance of this RFP does not constitute a promise or agreement by the SFMTA that the agency will enter into a contract. The SFMTA expressly reserves the right at any time to:

1. waive any defect or informality in any response, proposal, or proposal procedure;
2. reject any or all proposals;
3. reissue a RFP;
4. procure any service by any other means;
5. extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines;
6. declare impasse with a selected Proposer and offer the contract to the next highest ranked Proposer; or
7. determine that no project will be pursued.

J. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), that contractors' bids, responses to the RFP and all other records of communications between the SFMTA 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's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits 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.

K. Public Access to Meetings and Records

If a Proposer is a non-profit entity that 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 S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected, local officer or the board on which that officer serves during the negotiation period, the Proposer is prohibited from making contributions to:

1. The officer's re-election campaign.
2. A candidate for that officer's office.
3. A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

M. No Waiver

No waiver by the SFMTA of any provision of this RFP shall be implied from any failure by the SFMTA to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

N. Local Business Enterprise (LBE) Goals and Outreach

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”), shall apply to this RFP.

1. LBE Subcontractor Participation Goals

The LBE subconsulting goal for this project is twenty-five percent (25%) for Group A of the total value of the goods and/or services to be procured. The LBE subconsulting goal for Group B is twenty-five percent (25%) of the total value of the goods and/or services to be procured. The LBE subconsulting goal for Group C is fifteen percent (15%) of the total value of the goods and/or services to be procured.

Each firm responding to this solicitation shall demonstrate, in its response, that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9 (<http://www.municode.com/Resources/gateway.asp?pid=14131&sid=5>) and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the Proposer (prime contractor), prior to listing them as subcontractors in the proposal. **Any proposal that does not meet the requirements of this paragraph will be deemed non-responsive.**

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good-faith efforts required by Section 14B.8 (C) & (D) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. (NOTE: HRC Attachment 2 for projects advertised after December 26, 2008.).

Proposals which fail to comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, HRC Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco.

2. LBE Participation

The SFMTA strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any Proposers who are certified by the City's Human Rights Commission (HRC) as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation, as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. a 10% discount to an LBE; or a joint venture between or among LBEs; or
- b. a 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- c. a 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- d. a 10% discount to a certified non-profit entity.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail, separately from the work to be performed by the non-LBE joint venture partner. **The LBE joint venture's portion of the contract must be assigned a commercially useful function. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.**

3. HRC Forms to be submitted with Proposal

- a. All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: (1) HRC Contract Participation Form 2A, (2) HRC "Good Faith" Outreach Requirements Form 2B, (3) HRC Non-discrimination Affidavit Form 3 (4) Joint Venture Participation Schedule (if applicable) Form 4, and (5) HRC Employment Form 5. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. Proposers are required to document and submit Form 2B and supporting documentation, EVEN IF the LBE subconsultant goal has been met.
- b. Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms, Attn: SFMTA Contract Compliance Office.

If you have any questions concerning the HRC Forms, you may call Lome Aseron at the SFMTA Contract Compliance Office, 1 South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103; phone: 415-701-4443, fax: 415-701-4347.

O. Budget Year/Fiscal Year – Special Dates of First Budget to be Prepared

The selected Operator will prepare, and submit for approval, budgets for the parking facilities that are the same as the SFMTA’s fiscal year (July 1 to June 30); however, if the starting date of the contract is not the same as the budget year, the Operator, in its first year of operation of the parking facilities, will prepare its initial budget with a budget start date that is the contract start date, and with a budget ending date of June 30, 2010, or assume the budget that was previously approved by the SFMTA Board of Directors and the City’s Controller. Subsequent budgets will be based on the SFMTA’s July 1 to June 30 fiscal years.

P. Communications Prior To Contract Award

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractors responding to this RFP are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFP (Winnie Xie), for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA. This prohibition does not apply to communications with SFMTA or SFMTA staff members regarding normal City or SFMTA business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Executive Director/CEO of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractors responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Attachment D), certifying compliance with this section of the RFP, will be required to be submitted, signed by all firms and named subcontractors as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance, as required by this section, will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

Q. Resource Conservation

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible, unless otherwise required herein.

IX. CITY CONTRACT REQUIREMENTS

A. Standard Contract Provisions

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination (§18.12 in the Model Agreement included as Attachment G); the Minimum Compensation Ordinance (§7.8 in the Model Agreement included as Attachment G); the Health Care Accountability Ordinance (§7.9 in the Model Agreement Attachment G); the First Source Hiring Program (§7.10 in the Model Agreement Attachment G); and applicable conflict of interest laws (§18.10 and _18.16) in the Model Agreement included as Attachment G), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 7.8 in the Model Agreement included as Attachment G.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/site/olse_index.asp?id=27461.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (San Francisco Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.sfgov.org/site/frame.asp?u=http://www.sfhsa.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful Proposer will be required to agree to comply with and be bound by the applicable provisions of state and local laws related to conflicts of interests, including Section 15.103 of the City's Charter, Article III, Chapter 2 of the 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. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

X. PROTEST PROCEDURES

A. Protest of Non-responsiveness Determination

Within 5 working days of the SFMTA's issuance of a notice of non-responsiveness, any firm that has submitted a proposal, and believes that the SFMTA has incorrectly determined that its proposal is non-responsive, may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

B. Protest of Contract Award

Within 5 working days of the SFMTA's issuance of a notice of intent to award the contract, any responsible firm that has submitted a responsive proposal, and believes that the SFMTA has incorrectly selected another Proposer for award, may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day after the SFMTA's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the SFMTA received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

SFMTA
One South Van Ness, 7th Floor
San Francisco, CA 94103
ATTN: Winnie Xie
Email: winnie.xie@sfmta.com

ATTACHMENT A

QUALIFICATION QUESTIONNAIRE

QUESTIONNAIRE CONCERNING EXPERIENCE, FINANCIAL AND TAXPAYER RESPONSIBILITY OF PROPOSER FOR THE PARKING FACILITIES OPERATION AND MANAGEMENT AGREEMENT

PROPOSERS MUST SUBMIT THE COMPLETED PREQUALIFICATION QUESTIONNAIRE (PAGES 1-5) TO THE SFMTA NO LATER THAN 4:00 P.M. (PST) ON February 27, 2009.

The following statements as to experience, financial and taxpayer responsibility qualifications of the Proposer are submitted with the proposal along with a waiver authorizing the City Tax Collector to confirm the status of the Proposer with respect to payment of local business taxes and fees ("Taxpayer Responsibility"), as a part thereof; and any material misstatement of the information submitted herein must be grounds to prohibit the Proposer from submitting a bid.

1. **NAME:** _____
 Tel. No.: () _____ Fax No.: () _____
 (Print name of corporation, individual or firm name and type of entity under which business is to be conducted, as it is to appear on the Agreement.)

2. **MAILING ADDRESS:** _____
 St. Address/P.O. Box City State Zip Code

3. **PROPOSER INTENDS TO DO BUSINESS AS A** (Set forth with corporation, co-partnership, joint venture, or individual).

4. **PROPOSER'S SAN FRANCISCO BUSINESS TAX REGISTRATION CERTIFICATE NO.** _____
 A copy of the current year's certificate must be submitted with the questionnaire. If a joint venture proposal is to be submitted, provide certificate numbers and submit copies of certificates for each joint venture partner.

5. **FULL NAME, TITLE AND ADDRESS** of all of the principal personnel of Proposer: If an individual, the name of the party bidding; if a co-partnership or joint venture, the members of the co-partnership or joint venture; if a corporation, the State of Incorporation, the president, vice-president and secretary.

PERSONNEL OF PROPOSER: (Full name - Do not use initials)

A. _____

First Name	Middle Name	Last Name
Title or Position (Co-Partner, joint venturer, officer of a corporation, or individual)		
Business Address	City	State Zip Code

ATTACHMENT A (cont.)

B. _____
First Name Middle Name Last Name

Title or Position (Co-Partner, joint venturer, officer of a corporation, or individual)

Business Address City State Zip Code

C. _____
First Name Middle Name Last Name

Title or Position (Co-Partner, joint venturer, officer of a corporation, or individual)

Business Address City State Zip Code

(Use separate sheet for additional personnel)

6. PARKING GARAGE OR LOT MANAGEMENT EXPERIENCE (Last Five Years):
Note: All parking experience stated below must be within the United States and Canada

A. General

Annual average number of Garages or lots managed: _____

Annual average gross parking related revenue: \$ _____

Total annual no. of parking related employees: Full Time: _____ Part Time: _____

Type of Garage operation: (Provide number of each)

Self-Park: _____

Attendant Park: _____

Combination: _____

B. Specific

1. Parking Facility: _____

Type of facility: (Check one) Parking Garage: _____ Surface Lot _____

Address: _____

Name of operator (if different than Proposer): _____

Name of owner or agent: _____

Phone: _____

No. of spaces: _____ Dates of operation: _____

Cite specific duties performed: _____

Yearly vehicle volume: _____

Average number of days operated per year: _____

Yearly gross parking related revenues: \$ _____

Total annual no. of parking related employees: Full Time: _____ Part Time: _____

Type of Garage operation: (Provide number of each) Self-Park: _____

Attendant Park: _____ Combination: _____

ATTACHMENT A (cont.)

2. Parking Facility: _____
Type of facility: (Check one) Parking Garage: _____ Surface Lot _____
Address: _____
Name of Operator (if different than Proposer): _____
Name of owner or agent: _____
Phone: _____
No. of spaces: _____ Dates of operation: _____
Cite specific duties performed: _____

Yearly vehicle volume: _____
Average number of days operated per year: _____
Yearly gross parking related revenues: \$ _____
Total annual no. of parking related employees: Full Time: _____ Part Time: _____
Type of Garage operation: (Provide number of each) Self-Park: _____
Attendant Park: _____ Combination: _____

3. Parking Facility: _____
Type of facility: (Check one) Parking Garage: _____ Surface Lot _____
Address: _____
Name of Operator (if different than Proposer): _____
Name of owner or agent: _____
Phone: _____
No. of spaces: _____ Dates of operation: _____
Cite specific duties performed: _____

Yearly vehicle volume: _____
Average number of days operated per year: _____
Yearly gross parking related revenues: \$ _____
Total annual no. of parking related employees: Full Time: _____ Part Time: _____
Type of Garage operation: (Provide number of each) Self-Park: _____
Attendant Park: _____ Combination: _____

7. Provide a brief history of Proposer's (including the Joint Venture Partner or Subcontractor providing parking management services) parking experience and describe Proposer's experience with the use of automated pay station and automated parking access and revenue control equipment and software, including sophisticated spreadsheet and information retrieval and organization software, including but not limited to Microsoft Excel and other financial reporting software, Power Point, and any experience with internet reservations, cell phone reservations, parking guidance systems, variable pricing for including Special Event Pricing, Peak Demand Pricing and Market Based Pricing to maintain target occupancy levels.
8. List on a separate page any businesses or business interests located or doing business in San Francisco in which the Proposer, including the Joint Venture Partner or Subcontractor providing parking management services, or individuals who control the Proposer have an interest. For each such interest, list the entity or individual, nature of the business, and term of the agreement, if applicable. If the Proposer wishes to have the response to this question treated as proprietary business information, the page containing this information should be clearly designated as such.

ATTACHMENT A (cont.)

9. Has the Proposer or any of its management staff, including the Joint Venture Partner or Subcontractor providing parking management services under a parking management contract ever received a notice of default or breach of contract, even if such a default was cured at a later date?
10. Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services ever requested release from a parking management contract?
11. Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services ever managed a parking operation in which the parking contract was cancelled or terminated by the owner?
12. Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services ever been a party to any legal action or proceeding relating to a parking contract? Does the Proposer have any outstanding claims against any parking facility owners or their staff?
13. Has the Proposer, any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services, or any firms controlled by any management staff previously been employed by or associated with a firm that has filed for bankruptcy in the last ten years?
14. Is the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services now in arrears on taxes or fees due on any parking business or operation?
15. Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor providing parking management services ever been the subject of an enforcement action taken by any governmental body for the non-payment of taxes or violations of any city, county, state or federal regulation, ordinance or statute?

NOTE: If the answer to any of the items 9-15 is "Yes", please explain below. Place the corresponding question number before each response. Attach separate sheet if necessary.

ATTACHMENT B

AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

The undersigned hereby authorizes the companies and/or individuals listed below to release to the SFMTA all pertinent and confidential information concerning the credit standing or account status of:

_____ Name of Proposer

_____ Date: _____
Authorized Signature

_____ Print Name & Title

(1) Name of Bank: _____
Address: _____
City, State: _____
Contact Person: _____ Tel. No.: () _____
Account No. _____
Type of Account: _____
Account No. _____
Type of Account: _____

(2) Name of Bank: _____
Address: _____
City, State: _____
Contact Person: _____ Tel. No.: () _____
Account No. _____
Type of Account: _____
Account No. _____
Type of Account: _____

(3) Name of Surety Company: _____
Address: _____
City, State: _____
Contact Person: _____ Tel. No.: () _____
Policy No. _____
Type of Bond: _____
Policy No. _____
Type of Bond: _____

WAIVER

The undersigned taxpayer (the "Taxpayer") hereby requests and authorizes the Tax Collector of the City and County of San Francisco (the "Tax Collector") to disclose confidential information about the Taxpayer and any other entities owned or controlled by the Taxpayer, whether directly or indirectly, to the SFMTA. The Taxpayer and each of the entities owned or controlled by the Taxpayer waive all their rights, including those under section 6.22-1 of Article 6 of the San Francisco Business and Tax Regulations Code, to have information about them in the Tax Collector's possession kept confidential. The Taxpayer and each of the entities owned or controlled by the Taxpayer acknowledge that the information disclosed to SFMTA may adversely affect SFMTA's evaluation of the Taxpayer's suitability to enter into an operating agreement with the SFMTA pertaining to management of the parking facilities described in this RFP.

The Taxpayer agrees to hold the Tax Collector, City and County of San Francisco and the SFMTA harmless from any liability, claims, losses and damages caused by the Tax Collector's disclosure of confidential information about the Taxpayer and/or the entities owned or controlled by the Taxpayer.

This request and authorization is limited to the following specific items of information:

1. Outstanding parking taxes.
2. Outstanding business/payroll taxes.
3. Payment history of parking, business and payroll taxes.
4. Audit history, if any, including audits in progress
5. Filing history of parking, payroll and business tax returns.
6. Payment of miscellaneous license or permit fees.
7. Payment of possessory interest taxes.

<u>THE TAXPAYER:</u>	<u>OTHER ENTITIES:</u>
By: _____ (Signature)	1. Name: _____
Name: _____ (Print Name)	By: _____ (Signature)
Title: _____	Title: _____
Date: _____	EIN: _____
EIN: _____	If other entities exist, please list them on a separate sheet of paper and attach them.

ATTACHMENT C

FACILITY MANAGEMENT BID FORM

Name of Proposer: _____

1. The undersigned is a Proposer for the operation and management of the parking facilities in accordance with the Request for Proposals ("RFP") issued by the SFMTA on February 6, 2009. All undefined terms used herein have the meaning given to such terms in the RFP.
2. If Proposer is selected to enter into the Agreement, the monthly Management Fee shall be as stated by the SFMTA. In addition, if Proposer is selected to enter into the Agreement, the SFMTA will negotiate a performance based fee with the Operator based on three performance criteria: customer service; facility maintenance and condition; and net revenues.
3. The undersigned has thoroughly reviewed the RFP and the Agreement. Proposer fully understands every provision therein and is ready, willing, and able to comply with all requirements and is willing and able to perform all obligations as set forth in this proposal and the Management Agreement.
4. All of Proposer's statements, representations and warranties in the proposal submitted with this certificate are true and correct as of the date hereof.
5. Proposer understands and agrees that the SFMTA makes no representations or warranties with respect to the parking facilities, and that everything relevant to Proposer's bid has been based on Proposer's own knowledge and the information contained in the written RFP materials.
6. Proposer has not agreed to pay now or in the future, and has not in fact paid, directly or indirectly, any fee, commission, or other thing of value to any SFMTA or City and County of San Francisco employee, agent, representative, commissioner, or contractor in an effort to influence the selection of the successful proposal.
7. The terms of this certification shall survive the date hereof, and are a material part of the SFMTA's willingness to consider Proposer's submittal. The SFMTA would not be willing to consider Proposer's submittal without this certification.
8. The undersigned represents that it has no conflict of interest that could interfere with its operation and management of the parking facilities.
9. Proposer states that it is familiar with the provisions of Section 15.103 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Proposer further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Proposer believes any officer or fellow employee of the City or the City presently has or will have in the agreements contemplated by this proposal or in the performance thereof or in any portion of the profits thereof.
10. The undersigned are authorized representatives of the Proposer.

	Title: _____
	Title: _____

ATTACHMENT D

ATTESTATION OF COMPLIANCE

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: SFMTA REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT OF PARKING FACILITIES

1. I attest that I and all members of the firm listed above will and have complied to date with Section VII.Q. of the above RFP.

Yes _____

2. I understand that if my firm or any members of the firm listed above are found to be in violation of the Section VII.Q. of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration.

Yes _____

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date _____

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

(Proposer or Proposed Subcontractor Business Name)

certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Board of Supervisors, the San Francisco Municipal Transportation Agency Board of Directors, SFMTA Board of Directors, or an officer or employee of the City and County of San Francisco in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Board of Supervisors, the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the City and County of San Francisco in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any City employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any City employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

_____ Authorized Representative Name (print)	_____ Authorized Representative Title (print)
_____ Authorized Representative Name (print)	_____ Date

ATTACHMENT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(1) _____
(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
- b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
- d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

(2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

(3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

_____ Authorized Representative Name (print)	_____ Authorized Representative Title (print)
_____ Authorized Representative Name (print)	_____ Date

ATTACHMENT G
MODEL AGREEMENT

AGREEMENT

BETWEEN

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, A
DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO**

AND

[insert name of manager]

FOR OPERATION AND MANAGEMENT OF OFF-STREET PARKING FACILITIES

**GROUP ["A" "B" OR "C"]
[LIST FACILITIES INCLUDED]**

Dated: October 1, 2009

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ATTACHMENT G (cont.)

MODEL AGREEMENT

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**AGREEMENT FOR MANAGEMENT OF OFF-STREET PARKING FACILITIES
GROUP ["A" "B" OR "C"]**

This Agreement for the management of the off-street parking facilities described in Exhibit A ("Agreement"), dated for convenience as October 1, 2009, is entered into by and between the City and County of San Francisco ("City"), a municipal corporation, acting by and through its Municipal Transportation Agency, hereinafter referred to as "SFMTA" or "City" and **[INSERT MANAGER]**, hereinafter referred to as "Manager," or "Contractor," a **[INSERT CORPORATE STATUS]**, doing business in the City and County of San Francisco, State of California, for the services and under the terms described herein.

1. RECITALS

WHEREAS, Manager is engaged in the business of providing skilled management and supervision of parking facilities; and
WHEREAS, the City owns the land and improvements described in Exhibit A attached hereto as sites for public off-street parking facilities (the "Facilities"); and
WHEREAS, the SFMTA desires to hire a Manager to provide management and supervisory services at the Facilities under the terms and conditions of this Agreement; and
WHEREAS, the SFMTA published an invitation for bids and conducted a competitive selection process to identify a qualified parking management company to manage this group of Facilities; and
WHEREAS, Manager selected was the highest-ranked proposer for this group of Facilities; and;
WHEREAS, by Resolution No. _____, dated _____, 2009, the Civil Service Commission has approved contracting for these services;
Now, THEREFORE, the parties agree as follows:

2. SUMMARY OF TERMS

The following is a summary of the basic terms of this Agreement. Each item below shall be deemed to incorporate all the terms set forth in this Agreement pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Agreement, the more specific provision shall control.

Reference Date:	October 1, 2009
Manager:	[INSERT NAME]
Facility Names and Locations:	The names and locations of the facilities covered by this Agreement are attached as Exhibit A.
Term: (Section 5.1)	For a period of six years, commencing: October 1, 2009, and expiring September 30, 2015, unless extended.

MODEL AGREEMENT

Extension of Term: (Section 5.2)	Upon approval from the SFMTA Board of Directors, the Executive Director/CEO shall have the right to extend this Agreement by providing Manager thirty (30) days' advance written notice prior to the expiration of the initial term. Such extension shall be on the same terms and conditions of this Agreement. No single extension can exceed 18 months. Total extensions cannot exceed three years.
Management Fee: (Section 6.1)	<i>\$XXXXXX per month</i>
Bid Security: (Section 11.4)	XXXX Thousand Dollars (\$XXXX)
Security Deposit: (Section 11.4)	XXXXX Thousand Dollars (\$XXXX)
Subcontracting Goals:	The LBE subcontracting participation goal is XX%.
Notices to be sent to: (Section 20)	San Francisco Municipal Transportation Agency One South Van Ness Avenue, 3 rd Floor San Francisco, California 94103 Attention: Director of Off-Street Parking
Key Contact for SFMTA:	[INSERT NAME/TITLE] San Francisco Municipal Transportation Agency One South Van Ness Avenue San Francisco, CA 94102 (415) 701-XXXX
Notice Address of Manager: (Section 20)	<i>[INSERT NAME AND ADDRESS]</i>
Key Contact for Manager:	<i>[INSERT NAME AND ADDRESS]</i>

3. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall have the meaning ascribed to them in the Parking Facility Operation and Management Regulations ("Facility Regulations") appended as **Appendix X**, except that for the purposes of this Agreement, the terms listed below shall have the following meanings:

3.1 "Commencement Date" means October 1, 2009, the first day this Agreement is in effect.

3.2 "Contract Year" means the 365-day year or 366-day Leap year, commencing on the Commencement Date, and on each anniversary of the Commencement Date thereafter.

3.3 "Director" means the Director of the SFMTA Off-Street Parking Division or his or her designee.

3.4 "Executive Director" means the Executive Director/CEO of SFMTA or his or her designee.

3.5 "Expiration Date" means September 30, 2015, the last date this Agreement is in effect, unless sooner terminated or extended.

3.6 "Manager" means [INSERT NAME OF MANAGER].

3.7

4. MANAGEMENT SERVICES

4.1 Independent Contractor

(a) **Independent Contractor.** Manager is an independent contractor providing the services described in this Agreement for hire. Manager shall provide the management, operations, and supervisory services described herein, subject to the terms and conditions of this Agreement. The services to be rendered by Manager pursuant to this Agreement are as an independent contractor only. Manager or any agent or employee of Manager 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 SFMTA under this Agreement. Manager or any agent or employee of Manager shall not have employee status with the SFMTA or City, nor be entitled to participate in any plans, arrangements, or distributions by the SFMTA or City pertaining to or in connection with any retirement, health or other benefits that the SFMTA or City may offer its employees. Manager or any agent or employee of Manager is liable for the acts and omissions of itself, its employees and its agents. Manager 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 Manager's performing services and work, or any agent or employee of Manager providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the SFMTA or City and Manager or any agent or employee of Manager.

Any terms in this Agreement referring to direction from the SFMTA or City shall be construed as providing for direction as to policy and the result of Manager's work only, and not as to the means by which such a result is obtained. Neither the SFMTA nor City retain the right to control the means or the method by which Manager performs work under this Agreement.

(b) Payment of Taxes and Other Expenses. If a local, state or federal taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Manager 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 Manager which can be applied against this liability). The SFMTA or City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Manager for the SFMTA or City, upon notification of such fact by the SFMTA or City, Manager shall promptly remit such amount due or arrange with the SFMTA or City to have the amount due withheld from future payments to Manager under this Agreement (again, offsetting any amounts already paid by Manager 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, Manager shall not be considered an employee of the SFMTA or City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Manager is an employee for any other purpose, then Manager agrees to a reduction in the SFMTA's financial liability so that the SFMTA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Manager was not an employee.

4.2 General Authority to Manage. Subject to Section 4.3 and 4.4 below, Manager is hereby given general authority to manage and supervise the day-to-day operation of the Facilities and to perform the specific duties hereinafter set forth, subject to, governed by, conditioned upon, and in accordance with the terms and provisions of this Agreement.

4.3 Control Retained by the SFMTA. The SFMTA shall at all times retain the authority to exercise control over the Facilities, and Manager shall perform the duties required to be performed by it under this Agreement in accordance with policies and directives of the SFMTA. Any terms in this Agreement referring to direction from the SFMTA shall be construed as providing for direction as to policy and the result of Manager's work only, and not as to the means by which such a result is obtained. The SFMTA does not retain the right to control the means or the method by which Manager performs work under this Agreement.

4.4 Access to Facilities. The SFMTA and its duly authorized agents shall have access to the Facilities at all times for the purpose of (i) inspection, (ii) to make any repairs, additions or renovations as the SFMTA shall deem advisable, and (iii) for use by the SFMTA in case of emergency, as determined by the SFMTA in its sole discretion.

4.5 Management of Additional Facilities. The SFMTA shall have the right during the term of this Agreement to request that the Manager add Facilities to the Manager's inventory. Any additional Facility shall be managed in the manner described in this Agreement and the Facility Regulations. In the event that the SFMTA desires to add a new Facility, it shall send a written notice of intent to the Manager. The Management Fee due to Manager may be adjusted by determining the total number of parking spaces being added as a percentage of the total number of parking spaces already under management under this Agreement, and increasing the Management Fee otherwise due by an equivalent percentage. . In the event that the Manager

elects not to manage the additional Facility, the SFMTA shall have the right to select another Manager to manage the additional Facility.

5. TERM OF MANAGEMENT AGREEMENT

5.1 Term. The term of this Agreement shall be for a period of six years, commencing at 12:00 a.m. on the Commencement Date and expiring at 11:59 p.m. on the Expiration Date, unless sooner terminated or extended as provided herein.

5.2 Extension. The Executive Director shall have the right, in his or her sole discretion, to extend this Agreement by providing Manager thirty (30) days' advance written notice prior to the expiration of the Term set forth in Section 5.1 above. Such extension shall be on the same terms and conditions of this Agreement, and the Management Fee paid to Manager shall be at the rate specified in this agreement. No single extension shall be for more than 18 months, and total extensions cannot exceed three years. During any such extension, the SFMTA shall have the right to terminate this Agreement upon thirty (30) days notice to Manager and Manager shall have the right to terminate this Agreement upon one hundred eighty (180) days notice to the SFMTA.

6. COMPENSATION

6.1 Management Fee and Reimbursement of Operating Expenses.

(a) Manager shall be paid a monthly Management Fee of [INSERT AMOUNT IN WRITING] (\$xxxxx) for services performed by it under this Agreement. The Management Fee shall be subject to a 5% increase beginning the first month of contract years 4 and 7. In addition, Manager shall be paid additional incentive fees as set forth in Section 6.7, below, for meeting specified revenue goals and customer satisfaction goals. Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving or notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(b) Manager shall be entitled to reimbursement from SFMTA for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this Agreement. SFMTA's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at the Facilities for the benefit of SFMTA. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(c) City shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

6.2 Labor Costs. SFMTA shall not be required to reimburse Manager for wages beyond the amounts required under the collective bargaining agreement. Employees not covered by such agreements shall only receive a salary increase upon submission of a written request by Manager and written approval by SFMTA.

6.3 Payment Does Not Imply Acceptance of Work. The granting of any payment by the SFMTA, or the receipt thereof by Manager, shall not imply acceptance by the SFMTA or City of any report required by this Agreement, nor shall such payment lessen the liability of Manager 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 the SFMTA and in such case must be replaced by Manager without delay. For purposes of this Agreement, payment includes reimbursement of Operating Expenses, the Management Fee and any Incentive Fees.

6.4 Late Charges. Any revenues or monies, if not deposited or transferred as specified in the Facility Regulations, shall bear interest from the due date until deposited at the rate of the prime rate of the financial institution holding the accounts plus three percent (3%) per year or, if a higher rate is legally permissible, at the highest rate permitted under law. However, interest shall not be payable on late charges incurred by Manager nor on any amounts on which late charges are paid by Manager to the extent this interest would cause the total interest to be in excess of that which is permitted by law. Payment of interest shall not excuse or cure any default by Manager. The late payment charge has been agreed upon by the SFMTA and Manager, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that SFMTA will incur as a result of any such failure by Manager, the actual costs thereof being extremely difficult, if not impossible, to determine. The late payment charge constitutes liquidated damages to compensate the SFMTA for its damages resulting from such failure to pay and shall be paid to the SFMTA together with such unpaid amount.

6.5 Fees During Suspended Operations. If for any reason whatsoever any condition prevents the operation of one or more of the Facilities or any portion thereof at any time for more than thirty (30) consecutive days, the Management Fee shall be adjusted on a pro rata basis by determining the total number of parking spaces affected by the termination or suspension as a percentage of the total number of parking spaces under management under this Agreement, and reducing the Management Fee otherwise due by an equivalent percentage, commencing from the expiration of such 30-day period and continuing until the earlier of (i) date the condition affecting the Facility or Facilities has been abated and normal operations of the Facilities have resumed or (ii) the termination of this Agreement.

6.6 Limitations on Payment of Fees. The City's obligation for payment of Management Fees and reimbursement of Operating Expenses claimed by Manager in the performance of this Agreement shall not exceed the amount listed in the line item in the Approved Budget for each such fee or expense identified by Manager as the source for reimbursement under the Approved Budget. The City's obligation for payment of Management Fees and reimbursement for Operating Expenses in the aggregate shall not exceed the total Approved Budget for these items, unless pre-approved by SFMTA in writing.

6.7 Guaranteed Maximum Costs. 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. Except as may be provided by City ordinances governing emergency conditions, the SFMTA or City and their employees and officers are not authorized to request Manager to perform services or to provide materials, equipment and supplies that would result in Manager performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in this Agreement (unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies). The SFMTA is not required to reimburse Manager for services, materials, equipment or supplies that are provided by Manager that are beyond the scope of the services, materials, equipment and supplies agreed upon in this Agreement and

which were not approved by a written amendment to this Agreement lawfully executed by the SFMTA.

(a) Approval Required For Additional Funding. The SFMTA, City and their employees and officers are not authorized to offer or promise to Manager additional funding for this Agreement that would exceed the maximum amount of funding provided for herein for Manager's performance hereunder. Additional funding for this Agreement in excess of the maximum provided in this Agreement shall require lawful approval by the SFMTA and certification by the Controller. The City is not required to honor any offered or promised additional funding that exceeds the maximum that has been certified by the Controller and approved by the SFMTA.

(b) Payments Must Be Authorized. The Controller and Director are not authorized to make payments on any contract for which funds have not been certified as available in the budget or by a supplemental appropriation.

6.8 Payment of Incentive Fees. Manager may earn annual incentive fees for (1) exceeding established net parking revenue targets ("Net Revenue Incentive Fee"); and/or (2) achieving specified levels of customer service, as measured through quarterly surveys of Facility patrons ("Customer Satisfaction Incentive Fee").

(a) Net Income Incentive Fee. SFMTA will pay Manager a Net Income Incentive Fee in accordance with the requirements of this subsection. For purposes of Net Income Incentive Fee, net revenues are defined as Gross Revenues minus parking taxes, Access Card deposits, Advertising Revenues, reimbursements to the garage (booked as miscellaneous income) and approved operating expenses and capital improvements. SFMTA will pay the Manager an incentive fee at the end of each contract year for exceeding the Net Parking Income Target as set forth below provided the Manager (i) does not compromise the level of customer service, safety and maintenance of the Facilities as set forth in this Agreement and the Facility Regulations as determined by the Director in his or her sole and absolute discretion; and (ii), has not defaulted on any of its obligations under this Agreement during the Contract Year:

Contract Year	Net Income	Target	Over Target	% Earned	Incentive Earned
1	\$1.2M	\$1.0M	\$200K	10%	\$20,000
2	\$1.3M	\$1.2M	\$100K	12%	\$12,000
3	\$1.15M	\$1.3M	(\$150K)	15%	0
4	\$1.5M	\$1.3M	\$200K	15%	\$30,000
5	\$1.7M	\$1.5M	\$200K	15%	\$30,000
6	\$1.7M	\$1.7M	0	15%	0

For each contract year that the Manager exceeds the Net Parking Income Target, the incentive shall be calculated at a percentage of the amount of net income that exceed the Net Parking Income Target for that contract year, i.e., 10% for year 1, 12% for year 2, 15% beginning year 3 through 6 and extensions. These amounts are based on the Parking Rates in effect on the Commencement Date of this Agreement. In the event that the Parking Rates are increased, the Net Parking Income Target shall automatically increase by a corresponding percentage unless the Director, in his or her discretion, determines that a reduced increase is warranted. The Manager must submit a written request for the incentive within 60 days of the end of the contract year in which the fee was earned. Any incentive fee due under this paragraph shall be paid to Manager

within 45 days of receipt of the written request for the incentive fee for the Contract Year in which the fee was earned.

(b) **Customer Satisfaction Incentive Fee.** Manager may earn an additional incentive fee of \$xxx (\$500 for Group A or B; \$250 for Group C) per quarter per Facility for each Facility that receives a successful score based on the customer satisfaction survey program attached at **Exhibit X** to this Agreement. The Manager must submit a written request for the fee within 60 days of the end of the quarter in which the fee was earned. Any Customer Satisfaction Incentive Fee under this paragraph shall be paid to Manager within 45 days of receipt of the written request for the calendar quarter in which the fee was earned.

(c) The Director, in his or her sole discretion, shall determine if all requirements have been met in order to pay the Manager one or both of the Incentive Fees authorized by this Section for any given year.

7. STAFFING, EMPLOYEES AND CONTRACTING

7.1 Parking Personnel.

(a) Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Manager. Manager will comply with SFMTA's reasonable requests regarding assignment of personnel, but Manager must supervise all personnel. Manager shall select, furnish, and employ on its own behalf such competent and qualified operating personnel necessary to operate the Facilities in an efficient and workmanlike manner.

(b) All personnel engaged in operation of the Facilities shall be employees of Manager or employees of vendors hired by Manager, subject to Manager's sole supervision, direction and control, and under no circumstances shall Manager's employees or employees of vendors be considered employees of the SFMTA or City. Manager shall comply with all applicable federal, state and local laws, ordinances and regulations pertaining to its employees

(c) Manager shall staff each Facility with at least one employee during all hours of operation, unless otherwise directed by the Director. The duties of such personnel shall include but not be limited to the issuance of monthly permits, collection of parking fees from all daily users of the Facilities, and notification to monthly users of the status of their parking fee payment and to prospective monthly users of their placement on the waiting list for monthly spaces in one or more of the Facilities.

(d) Except as otherwise provided herein, Manager shall have the exclusive right to hire, assign, supervise, manage, discipline, suspend, terminate, layoff and otherwise discharge its employees. Manager shall control and supervise the conduct, demeanor and appearance of its employees and shall train its employees to render a high degree of courteous and efficient service to the public. Notwithstanding the above, the Director shall have the right, in his or her reasonable discretion, to request that Manager relocate or transfer any employee from the Facility or Facilities whose presence on the site the SFMTA deems detrimental to the operation of the facility, and Manager shall comply with such request within the time specified by the SFMTA.

(e) Manager shall commit adequate resources and personnel to manage and operate the Facilities. Notwithstanding the Manager's right to hire the necessary employees to operate the Facilities, the Director shall have the right to direct the Manager to either hire additional employees or reduce the number of employees staffing the Facilities if the Director reasonably determines that the Manager is failing to operate one or more of the Facilities in an efficient and appropriate manner. The Manager shall pay particular attention to effective and

efficient operation of the Facilities so as not to cause patrons unreasonable delays in entering and exiting the Facilities.

(f) All employees shall wear uniforms of a design and color chosen by Manager to present a clean and efficient image and the Director reserves the right to require changes in such uniforms in his or her reasonable discretion.

(g) Upon the SFMTA's request, Manager shall provide evidence satisfactory to the SFMTA that Manager has adequately provided for all legally required employment benefits.

7.2 Operations Manager. Manager shall select, hire and appoint, subject to the continuing approval of the Director, an on-site Operations Manager responsible for each Facility under management, each of whom must be a highly-qualified and experienced manager of automobile parking facilities, charged with responsibility and authority by Manager to manage Facility operations. At all times when the Facilities are open for public parking and the on-site Operations Manager is not present, one on-duty and on-site employee at the Facility shall be designated the Acting Operations Manager and shall be authorized to direct any other employees to respond to emergencies, inquiries and complaints. In addition, the Operations Manager shall be competent in creating reports from the Revenue Control Equipment and other on site parking equipment, including but not limited to, revenue reports and parking utilization reports. The Operations Manager shall have a working knowledge of the figures contained in each Monthly Report and must be able to prepare and produce specific reports requested by the SFMTA, including graphs and tables. The duties of the Operations Manager shall be exclusively and entirely dedicated to the operations of the Facilities.

7.3 Maintenance Personnel and Contracting. Manager shall employ, or contract for, sufficient personnel to perform the routine maintenance and repair work to the Facilities in a prompt and efficient manner so as to keep the premises at all times in a first-class operating condition that is clean, safe and attractive. Manager shall provide evidence acceptable to the Director that any contractor engaged by Manager to perform work on the property maintains insurance in amounts, on policies of coverage and offered by companies satisfactory to the SFMTA, including but not limited to Worker's Compensation Insurance (including Employers' Liability Insurance), general liability insurance covering personal injury and property damage, and insurance covering the use of owned, non-owned or hired vehicles and equipment.

7.4 Security Personnel and Contracting. Manager shall enter into a security agreement in a form and from a contractor or contractors acceptable to the Director to provide security guards to be stationed at the Facilities to protect the Facilities, Facility users, and property in the Facilities against damage, injury, theft or other loss. Manager shall provide security guards at the Facilities as directed by the Director. Guards hired to provide security at the Facilities shall not carry firearms, unless specifically approved in writing by the Director. Should the Director determine at any time that Manager has not employed sufficient security guards at one or more of the Facilities, the Director shall notify Manager in writing of such deficiency. Should Manager fail to remedy the situation within forty-eight (48) hours of such notice, the Director shall have the right to contract for temporary security guards and direct such guards to work at the Facility(s) until such time Manager has provided the Director with satisfactory evidence that the Facilities will be adequately staffed with security personnel. The Director shall have the right to deduct administrative costs associated in providing security from the Management Fee, Security Deposit or any other available source of funds or security.

7.5 Payroll and Taxation. Manager shall make or cause to be made all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, and prepare, maintain and file or cause to be filed all necessary

reports with respect to such taxes or deductions, and all other necessary statements and reports pertaining to labor employed in or about the Facilities. Notwithstanding Manager's direct employment of Facility employees, all approved compensation (including fringe benefits) paid to such personnel by Manager shall be considered Operating Expenses of the Facilities during the Term of this Management Agreement and any extensions of the Term.

7.6 Subcontracting and Other Parking Business Operations.

(a) **Subcontracting Must be Authorized.** Except as otherwise authorized under this Agreement, to ensure the quality of work performed on the Facilities, Manager is prohibited from subcontracting any of its duties under this Agreement or any part of it unless such subcontracting is first approved by Director 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 by Manager and a subcontractor that is in violation of this provision shall confer no rights on any party and shall be null and void.

(b) **Notification of Other Parking Business Operations.** Manager shall promptly notify the Director in writing of any parking-related business located or operating in the City in which the Manager has an interest, or in which Manager proposes to have an interest. Manager shall list in an Appendix to this Agreement any parking-related business located or operating in the City in which the Manager has an interest, as well as the nature and extent of that interest, as of the date of this Management Agreement. The SFMTA reserves the right to terminate this Management Agreement at no additional cost to the SFMTA if the SFMTA determines that the Manager's interests in other parking business operations are not in the best interests of the City. For purposes of this paragraph, a reportable interest shall be any ownership interest of 5% or greater.

7.7 Employee Retention and Prevailing Wages. Manager hereby acknowledges that it has read and understands San Francisco Administrative Code, Chapter 21, Section 21-25.2 and agrees that the Management Agreement shall be subject to, and Manager shall comply with, all obligations and requirements imposed by that ordinance.

7.8 Minimum Compensation for 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 failure to comply with the Minimum Compensation shall be a material breach of this Agreement. The City in its sole discretion shall determine whether 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 the SFMTA 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 the SFMTA to exceed \$25,000 in the fiscal year.

7.9 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 they same may be amended. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at <http://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(d) 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 SFMTA when it enters into such a Subcontract and shall certify to 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 compliance or anticipated compliance 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. If Contractor fails to do so, it shall be presumed that any employee who has worked on this contract is a Covered Employee.

(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.

7.10 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. Contractor shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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.

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.

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.

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.

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.

Set the term of the requirements.

Set appropriate enforcement and sanctioning standards consistent with this Chapter.

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.

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:

To be liable to the City for liquidated damages as provided in this section;

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;

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.

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;

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:

(1) 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

(2) 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.

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

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.

7.11 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 30 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 30 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 Manager 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.

8. FISCAL DUTIES AND MATTERS

8.1 Taxes, Assessments, Licenses, Permit Fees and Liens

(a) Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of the Agreement, or the services delivered pursuant to the Agreement, shall be the obligation of Manager. Manager shall pay any and all real and personal property taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Land or the Facilities or Manager's personal property. Manager shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency.

(b) Manager recognizes and understands that the 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:

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

Manager, 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. Manager 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.

Manager, 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). Manager 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.

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

8.2 Audit and Inspection of Books and Records.

(a) Manager agrees to maintain and make available to the SFMTA, during regular business hours, accurate books and accounting records relating to its work under the Agreement. Manager will permit SFMTA to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by the Agreement, whether funded in whole or in part under the Agreement. Manager shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under the 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 the Agreement shall have the same rights conferred upon SFMTA by this Section.

(b) The Manager shall cooperate in audits of its books and records relating to the Facilities and the Manager's compliance with the Agreement. The audits shall be conducted at the direction of the SFMTA or the City Controller by an auditor selected by the SFMTA or the Controller. The SFMTA or the Controller shall determine the scope of said audit(s), which may include but are not limited to the Manager's compliance with the terms of the Agreement and the Facility Regulations, determining the amount of Gross Revenues and Parking Taxes received by the Manager from the operation of the Facilities; the Gross Revenues and Parking Taxes deposited into the Revenue Account; any differences between the Gross Revenues and Parking Taxes reported and the Revenue Account deposits and audited revenues; and the form and method of the Manager's record keeping. The audits may include review of capital expenditures, compliance with any provisions of the Agreement and the Facility Regulations or any other item related to administration of this Agreement or the financial stability of Manager at the discretion of the SFMTA.

(c) Manager shall establish and maintain at each Facility books, records and systems of account, including all records relating to Revenue Control Equipment at the Facilities in accordance with generally accepted accounting principles, consistently applied reflecting all business operations of Manager transacted under the Agreement. To the extent Manager has not complied with generally accepted accounting principles, the Director may require Manager to restate its books, records and systems of account to conform to such requirements. These books, records and systems of account shall be retained by Manager during the term of the Agreement and for at least three (3) years thereafter, and shall be available at all reasonable times, with or without notice, for inspection and audit by the City, SFMTA, or their agents. Upon expiration or early termination of the Agreement, all such books, records and systems of account shall be delivered to the Director. All used and unused parking tickets, tapes and other records used in the operation of the Facilities are owned by the SFMTA, but shall be retained by Manager at the Facilities unless the Director request otherwise. Such tickets, tapes and records shall be available

at all reasonable times, with or without notice, for inspection and audit by either the Director or his/her agents, and shall not be destroyed without prior written consent from the Director.

(d) To the extent that any provisions of this Section 8.2 are in conflict with the Facility Regulations, those Regulations shall control.

9. HAZARDOUS MATERIAL COVENANTS

9.1 No Hazardous Materials. Manager covenants and agrees that neither Manager nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Facilities or the Land or transported to or from the Land or the Facilities, provided that Manager may store and use such substances in the Facilities and on the Land in such limited amounts as are customarily used in a parking Facility so long as such storage and use is at all times in full compliance with all applicable Environmental Laws. Manager shall immediately notify the City if and when Manager learns or has reason to believe there has been any Release of Hazardous Material in, on or about the Land or the Facilities. The City may request Manager to provide information required for the City to determine whether any Hazardous Material permitted hereunder is being handled in compliance with all applicable Environmental Laws, and Manager shall promptly provide all such information.

9.2 Manager's Environmental Indemnity. If Manager breaches any of its obligations contained in Section 9.1 above, or, if any act or omission or negligence of Manager or any of its Agents or Invitees results in any Release of Hazardous Material in, on, under or about the Land or the Facilities (including any Improvements thereon) or any other City property, without limiting Manager's general Indemnity contained in Section 14 below, Manager, on behalf of itself and its successors and assigns, shall Indemnify the City and their respective officers, agents and employees, and each of them, from and against all Hazardous Materials Claims arising during or after the termination or expiration of this Agreement and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the Investigation and Remediation of Hazardous Material and with the restoration of the Facilities and the Land or any other City property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Land or other City property. Without limiting the foregoing, if Manager or any of Manager's Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Land, Facilities or any other City property, Manager shall, immediately, at no expense to the City, take any and all appropriate actions to return the Land, Facilities or other City property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Manager shall provide the City with written notice of and afford the City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material. Manager specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision even if such allegation is groundless, fraudulent or false, and at all times before the determination of the validity of any such claim. The foregoing indemnity is not limited by the amount of insurance required to be maintained by Manager.

10. INSURANCE AND SURETY BONDS

10.1 Required Insurance. Manager will secure and maintain the Required Insurance for Facilities as set forth in this Agreement. All costs under this Section 10 shall be Operating Expenses. If directed by the City, and subject to approval by the City of the insurers and policy

forms, Manager shall arrange and maintain throughout the term of this Agreement the following insurance policies and any additional insurance as may be required:

(a) **[NOTE THE INSURANCE NUMBERS/VALUES NEED TO BE REVIEWED]** Property insurance on an all-risk form, excluding earthquake and flood, but including sprinkler leakage, in the amount of one hundred percent (100%) of the replacement value of buildings, equipment and contents which value is estimated at [XXXX] million dollars (\$XX,000,000). Said policy shall also insure against business interruption, including coverage for the City, in an amount not less than one hundred percent (100%) of Gross Revenues for six (6) months. The City's liability to reimburse Manager for payment of any deductible under such policy shall not exceed \$10,000 for each Occurrence. The policy shall contain a standard replacement cost endorsement providing for full replacement and no deduction for depreciation and a stipulated amount endorsement. Upon request by the City, Manager shall obtain earthquake coverage under such property insurance policy, the cost thereof to be an Operating Expense.

(b) Commercial general liability insurance with limits not less than \$5,000,000 each occurrence, combined single limit for bodily injury and property damage, or in such greater amount and limits as the City may reasonably require, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Such policy shall include endorsements for (1) false arrest, detention or imprisonment or malicious prosecution; (2) libel, slander or defamation of character; (3) wrongful entry or eviction or invasion of the right of privacy. Any deductible under such insurance shall not to exceed \$10,000 for each Occurrence.

(c) Boiler and machinery insurance, comprehensive form, in an amount of \$1,000,000 with respect to loss of or damage to insured objects, and \$7,500 expediting expense insuring ventilating and electrical equipment and any other equipment or machinery typically insured under such a policy. The City's liability to reimburse Manager for payment of any deductible under such insurance shall not to exceed \$10,000 for each Occurrence

(d) Business automobile liability insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. The City's liability to reimburse Manager for payment of any deductible under such policy shall not exceed \$10,000 for each occurrence.

(e) Facility-keeper's legal liability insurance with limits not less than \$1,000,000 for each occurrence combined single limit for loss and damage to vehicles in Manager's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism or collision. Any deductible under any such policy shall not to exceed \$1,000 for each occurrence. Any insurance deductible for non-automobile (personal) property customarily left in the custody of the Facilities shall not exceed \$5,000.

(f) Workers' Compensation Insurance, including Employers' Liability, with limits not less than \$1,000,000 for each accident, covering all employees employed in or about the Facilities to provide statutory benefits as required by the laws of the State of California. If Manager carries a policy for employees at the Facilities separate from its other employees, the City's liability to reimburse manager for its workers' compensation insurance premium is limited to average cost of workers compensation insurance per employee for all of Manager's employees. If Manager maintains a single workers' compensation insurance policy for all of its employees, irrespective of work site assignment, then the City's liability to reimburse Manager shall be limited to the actual cost to Manager for the employees assigned to the Facilities. Said amount shall be calculated by dividing the cost of the annual premium by the number of Manager's

employees and then multiplying that result by the number of Manager's employees assigned to work at the Facilities.

10.2 Additional Requirements.

(a) Should any of the required insurance be provided under a claims-made form, Manager shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the Management Agreement expiration, to the effect that, should occurrences during the Management Agreement term give rise to claims-made after expiration of the Management Agreement, such claims shall be covered by such claims-made policies.

(b) Should any of the required insurance be provided under a form of coverage that includes a general 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.

(c) All liability insurance policies required pursuant to Section 10.1(a) through (e) shall be endorsed to provide the following:

These policies shall list the Manager as the named insured and shall be further endorsed to name as additional insureds the City and County of San Francisco and its officers, agents and employees.

That such policies are primary insurance to any other insurance available to the additional insured, 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. Such policies shall also provide for severability of interests and that an act of omission of one of the named insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to any other insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(d) All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for the City set forth in Section 17 of this Agreement.

(e) Manager shall deliver to the City certificates of insurance in form and from insurers satisfactory to the City, evidencing the coverage required hereunder, on or before the expiration date of current policies, together with copies of the policies promptly upon the City's request, and Manager shall provide the City with certificates or policies thereafter at least 30 days before the expiration dates of expiring policies. In the event Manager fails to procure such insurance, or to deliver such policies or certificates, the City may (without limiting any other rights or remedies hereunder) procure, at its option, such insurance for the account of Manager, and the cost thereof shall be paid to the City within five days after delivery to Manager of invoices as a Manager's Cost.

(f) Upon the City's or Director's request, Manager and the City may periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Manager for risks comparable to those associated with the Premises, then Manager shall, at the City's or Director's request, increase the amounts or coverage carried by Manager to conform to such general commercial practice.

(g) Manager's compliance with the provisions of this Section shall in no way relieve or decrease Manager's liability under Section 9.2 or Section 11 of this Agreement, or any of Manager's other obligations or liabilities under this Agreement.

(h) Notwithstanding anything to the contrary in this Agreement, if any of the required insurance coverage lapses, this Agreement shall terminate upon three days notice to Manager, unless Manager renews the insurance coverage within notice period.

(i) All insurance and surety companies are subject to approval as to coverage forms and financial security by the City. Insurers and sureties rated by A. M. Best Co. shall have a current rating not less than A-VIII.

10.3 Compliance with Insurance Requirements. Manager shall not do anything, or permit anything to be done, in or about the Premises that would be prohibited by or increase the rates under a standard form fire insurance policy or subject the City to potential premises liability. Manager shall faithfully observe, at its expense, any and all requirements of City's Risk Manager with respect to Manager's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with the Manager's use of said premises or are otherwise connected with standard prudent commercial practices of other landlords.

10.4 Required Bonds. Within 30 days of mutual execution of this Agreement, subject to approval by the City of the surety companies and bond forms, Manager shall deposit with the City and shall maintain throughout the term of this Agreement, and pay the cost thereof as an Operating Expense, the following bonds made payable to the City and naming the City as obligee:

(a) Parking Tax Collection Bond in the amount of **XXXX** Thousand Dollars (**XXXX**) and meeting the requirements of Section 6.6-1 of Article 6 of the San Francisco Business and Tax Regulations Code.

(b) Blanket fidelity bond covering all officers and employees of Manager employed at the Facilities or who have access to the Facility revenues or funds, with a limit of Thousand Dollars (**XXXX**), and any deductible not to exceed \$2,000 for each loss.

(c) Faithful performance surety bond in the amount of **XXXXXX** in a form substantially similar to that attached as Exhibit X, guaranteeing the faithful performance by Manager during the term of this Agreement of the covenants, terms and conditions of this Agreement.

10.5 Miscellaneous Insurance and Bond Matters.

(a) Upon mutual execution of this Agreement, Manager shall provide City with two copies of the following: fidelity bond, Parking Tax Collection Bond and two copies of the policy endorsement for all insurance required pursuant to this Agreement. Complete copies of any insurance policies obtained pursuant to this Agreement shall be provided to the City if requested at any time.

(b) The City reserves the right to cancel any or all of the insurance required under this Agreement and to replace such canceled insurance with one or more master insurance policies providing similar insurance coverage and covering any or all of the parking Facilities owned or leased by the City. In such event, Manager shall no longer be required to place and maintain the canceled insurance but may, at its expense, obtain any other insurance it may wish to have. In the event such a master insurance policy replaces a policy of insurance or a portion of a policy of insurance required to be carried by Manager pursuant to this Agreement, Manager will make premium payments to the City's insurance carrier as an Operating Expense.

(c) Upon the City's or Director's request, Manager shall provide evidence satisfactory to the City that Manager has adequately provided for Social Security and Unemployment Compensation benefits for Manager's employees employed at the Facilities.

(d) Manager shall comply with the provisions of any insurance covering Manager or the City, with any notices, recommendations or directions issued by any insurer under such insurance policies so as not to adversely affect the insurance coverage.

(e) In the event that the City receives notice that any insurance or bond are to be or have been cancelled or non-renewed, the City shall notify Manager, in writing, of this failure to meet the requirements of this Agreement. If Manager does not provide to the City satisfactory written certification of renewed or replacement insurance or bond within five business days of the receipt (if delivered) or mailing date of the aforementioned written notice to Manager, the City shall have the right to (i) obtain the required insurance or bond on behalf of Manager and to deduct the premiums therefore from payment of the next Management Fee or Security Deposit, together with an administrative fee of One Thousand Dollars (\$1,000) or (ii) solely at the City's option, terminate this Agreement for default.

11. INDEMNIFICATION AND HOLD HARMLESS

11.1 Manager shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all Losses, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Manager or loss of or damage to property, arising directly or indirectly from Manager's performance of this Agreement, including but not limited to Manager's use, occupancy, or condition of the Facilities or of other facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, 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 where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Manager, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. The foregoing indemnity is not limited by the amount of insurance required to be maintained by Manager. The provisions of this Section shall survive the termination of this Agreement with respect to any Loss occurring prior to or upon termination.

11.2 In addition to Manager's obligation to indemnify City, Manager specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within these indemnification provisions, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Manager by City and continues at all times thereafter.

11.3 Manager 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.

11.4 In the event that any action or proceeding is brought against the City by reason of a claim arising out of any Loss suffered on or about the Facilities, and upon written notice from the City, Manager shall, at its sole expense, answer and otherwise defend such action or proceeding using counsel approved in writing by the City. The City shall have the right,

exercised in its sole discretion but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the City in connection with the Facilities.

12. DAMAGE OR DESTRUCTION

12.1 Partial Destruction or Damage. If the one or more of the Facilities are partially destroyed or damaged, the City shall determine, in its sole and absolute discretion, whether it wishes to continue to operate the Facility(ies). Should the City elect to continue the operation of the Facility(ies), the City will proceed with the reconstruction of the damaged portion of the Facility(ies). To the extent insurance proceeds are received from the insurance policies required to be maintained by Manager under Section 10.1 hereof, Manager shall transfer such amounts to the City. If the City does not elect to continue the operation of the Facility(ies), this Agreement shall terminate with respect to those Facility(ies) upon written notice thereof from the Director.

12.2 Management Agreement During Reconstruction. In the event that the City elects to reconstruct the damaged portions of the Facility(ies), the City will make a determination as to whether the Facility(ies) will continue to operate during the reconstruction period. If the City determines that the Facility(ies) will operate during such time, this Agreement shall remain in full force and effect; provided, however, the Management Fee may be adjusted in accordance with Subsection 12.5 of this Agreement. If the City determines that the Facility(ies) cannot continue to operate during all or part of the reconstruction period, the City shall suspend this Agreement with respect to the damaged Facilities during such period of inoperability without altering the Expiration Date.

12.3 Total Destruction. If one or more of the Facilities are totally destroyed from any cause, whether or not covered by the insurance required hereunder, this Agreement shall automatically terminate as of the date of such total destruction with respect to those Facilities.

12.4 Damage Near End of Term . If one or more of the Facilities are partially destroyed during the last twelve (12) months of the term of this Agreement from any cause, whether or not covered by the insurance required hereunder, the City may, at its option, terminate this Agreement in its entirety or with respect to the damaged Facility(ies) by giving written notice thereof to Manager.

12.5 Adjustment of Management Fee. Where operation of one or more of the Facilities is terminated or suspended in accordance with subsections 12.1-12.4, the Management Fee due to Manager may be adjusted by determining the total number of parking spaces affected by the termination or suspension as a percentage of the total number of parking spaces under management under this Agreement, and reducing the Management Fee otherwise due by an equivalent percentage. Such fee shall be reinstated to the extent that spaces are returned to service.

13. MANAGER'S REPRESENTATIONS AND WARRANTIES

Manager hereby represents and warrants as follows:

13.1 Experience. Manager is experienced in the operation and management of public parking facilities and hereby agrees to apply its best efforts and most efficient methods in the operations and management of the Facilities.

13.2 Formation. Manager is duly formed or incorporated, is validly existing and in good standing under the laws of the State of California, and qualified to do business in the State of California.

13.3 Authority. Manager has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it, this

Agreement has been duly authorized by all necessary action on the part of Manager, and no other corporate or other action on the part of Manager is necessary to authorize the execution and delivery of this Agreement.

13.4 Conflicts and Consents. The execution and delivery by Manager of this Agreement and the performance by Manager of the transactions contemplated by it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default under the Articles of Incorporation, Bylaws or partnership agreement of Manager (as applicable) or any indenture, mortgage, lease, agreement or other instrument or obligation to which Manager is a party or by which it may be bound which would materially adversely affect the ability of Manager to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery by Manager of this Agreement.

13.5 No Conflict with Orders, Judgments or Decree. The execution and delivery by Manager of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by which Manager may be bound or affected.

13.6 Litigation. Manager warrants that it is not involved in any actual litigation, action, arbitration, grievance, administrative proceeding, suit or claim or investigation by a governmental agency and it is not aware of any imminent or pending litigation, action, arbitration, grievance, administrative proceeding or investigation by a governmental agency against Manager or its affiliates that, if adversely decided, could have a material adverse impact on Manager's ability to perform its obligations under this Agreement.

13.7 No False Statements. No document furnished or to be furnished by Manager to the City in connection with this Agreement, any funding request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

13.8 No Other Agreements. Except as may be permitted hereunder and approved by City, Manager has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the work and services Manager is to provide City under this Agreement.

13.9 No Suspension or Debarment. Neither Manager nor any of its members or officers have been suspended, debarred or prohibited from contracting with any federal, state or local governmental agency. In the event of any such suspension, debarment or prohibition, Manager shall immediately notify the City and Director of same and the reasons therefore together with any relevant facts or information requested by the City and Director. Any such suspension, debarment, or prohibition may result in the termination of this Agreement.

14. EVENTS OF DEFAULT; REMEDIES

14.1 Events of Default. Each of the following events shall constitute an "Event of Default" by Manager upon which the City may terminate the Agreement:

(a) **Material Provisions.** In the sole discretion of SFMTA, Manager fails or refuses to perform or observe any term, covenant or condition contained in the Facility Regulations, or Manager fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 4.4 (Access to Facilities), 7.6 (Subcontracting), 7.7 (Prevailing Wages), 7.8 (Minimum Compensation), 7.9 (Health Care Accountability), 8.1 (Taxes), 8.2 (Audit and Inspection of Books and Records), 9.1 (No

Hazardous Materials), 10 (Insurance) (in its entirety), 11 (Indemnification) (in its entirety), 13 (Representations and Warranties) (in its entirety), 18.1 (Assignment), 18.5 (Drug Free Workplace), 18.6 (False Claims), 18.22 (Compliance with Laws), 18.31 (Confidential Information), 18.35 (Protection of Private Information), and 18.36 (Graffiti).

(b) Deposit of Revenues and Taxes. Manager fails to deposit any and all revenues or taxes into the appropriate account, as required under this Agreement and the Facility Regulations within the times prescribed; and such failure continues for a period of one (1) Banking Day after oral or written notice thereof from the City; provided, Manager shall be entitled to such notice on only two (2) occasions, and thereafter any failure to so deposit revenues or taxes shall be an immediate event of default without the need for notice.

(c) Monthly Statement. Manager fails to provide to the City and the San Francisco Tax Collector a full and accurate monthly statement containing all Parking Taxes due and payable; and such failure continues for a period of five (5) days after written notice thereof from the Director; provided, Manager shall be entitled to such notice on only two (2) occasions, and thereafter any failure to so provide the monthly statement shall be an immediate event of default without the need for notice.

(d) Operating Expenses and Capital Improvement Expenses. Manager fails to pay any and all Operating Expenses or any Capital Improvement Expenses, on a timely basis; and such failure continues for ten (10) days after written notice thereof from the City; provided, Manager shall be entitled to such notice on only two (2) occasions in any Contract Year, and thereafter any failure to so pay any Operating Expense or Capital Improvement Expense in such Contract Year shall be an immediate event of default without the need for notice.

(e) Monthly Reports. Manager fails to submit a full, accurate and certified Monthly Report as required by the Facility Regulations when due; and such failure continues for five (5) days after written notice thereof from the City; provided, Manager shall be entitled to such notice on only two (2) occasions in any Contract Year, and thereafter any failure to so submit a Monthly Report shall be an immediate event of default without the need for notice.

(f) Failure to Open Facilities. Manager fails to open and keep Facilities open during the hours prescribed in **Exhibit XX [CONTAINING THE HOURS OF EACH FACILITY]**.

(g) Failure to Cure Breach. Manager fails to comply with any other term, covenant or condition of this Agreement or the Facility Regulations; and such failure continues for a period of 10 days after written notice thereof from the City; provided, Manager shall be entitled to such notice on only two (2) occasions in any Contract Year with respect to a particular failure, and thereafter any additional occurrence of the particular failure in such Contract Year shall be an immediate event of default without the need for further notice.

(h) Representations and Warranties. Any representation or warranty made by Manager in this Agreement is found to have been untrue, incorrect or materially misleading as of the effective date hereof.

(i) Other Agreement and Obligations. Manager fails to pay when due any amount owing from Manager to the City or any of its agencies, commissions or departments, including, without limitation, rents, taxes, fees or other charges, whether or not such amounts are related to the operation of the Facilities, and such failure continues for a period of ten (10) days after written or oral notice from the City; provided, Manager shall be entitled to such notice on only two (2) occasions in any Contract Year, and thereafter any failure to so in such Contract Year shall be an immediate event of default without the need for notice. The failure of the City to insist upon the strict performance of any of the terms, conditions, covenants, or provisions

herein contained shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, covenants and provisions in this Agreement.

14.2 Remedies.

(a) On and after any Event of Default by Manager, the City shall have the right to exercise all legal and equitable remedies including, without limitation, the right to terminate this Agreement or seek specific performance of all or parts of this Agreement. If Manager fails after reasonable notice from the City to perform any of its obligations under this Agreement, as determined by the City in its sole discretion, the City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Manager any Event of Default; Manager 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 Manager under this Agreement or any other agreement between City and Manager all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Manager pursuant to the terms of this Agreement or any other agreement.

(b) 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.

14.3 Incidental and Consequential Damages. Manager shall be responsible for incidental and consequential damages resulting in whole or in part from Manager's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the City may have under applicable Law.

14.4 Liability of the City. The City's payment obligations under this agreement shall be limited to the payment of the compensation provided for in this Agreement. Notwithstanding any other provision in this Agreement, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, without limitation, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

14.5 Litigation Expenses. If either Party hereto or their respective officers or agents, brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a default under this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including, but not limited to, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action. Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. For purposes of this Agreement, reasonable fees of the attorneys of the City shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the services were rendered if the City uses its own attorneys. Manager shall not be reimbursed for its litigation expenses as an Operating Expense where such expenses are incurred in a dispute in which the City is a party.

14.6 Responsibility for Equipment. City and SFMTA 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 Manager, or by any of its employees, even though such equipment be furnished, rented or loaned to Manager by City.

14.7 Liquidated Damages. By entering into this Agreement, Manager agrees that in any instance where this Agreement or the Facility Regulations impose a charge upon Manager for failure to perform any of duties or responsibilities set forth in either this Agreement or the Facility Regulations, SFMTA will suffer actual damages that will be impractical or extremely difficult to determine; further, Manager agrees that the sums set forth as the damages in either this Agreement or the Facility Regulations are not a penalty, but are a reasonable estimate of the loss that SFMTA will incur due to Manager's failure to perform its duties in accordance with this Agreement and the Facility Regulations based on the circumstances existing at the time this contract was awarded. SFMTA may deduct a sum representing the liquidated damages from any payments due to Manager.

15. RIGHT OF TERMINATION

15.1 Termination for Convenience.

(a) The Director, with the authorization of the SFMTA Board of Directors, shall have the right to terminate this Agreement, without cause, by providing at least sixty (60) days prior written notice to the Manager of its election to terminate. Such termination may full, terminating this Agreement with respect to all Facilities, or partial, terminating this Agreement as it applies to one or more Facilities. Termination shall be effective upon the expiration of the 60-day notice period or at such later date as is specified in the notice.

(b) Upon receipt of the notice, Manager shall commence and perform, with diligence, all actions necessary on the part of Manager to effect the full or partial termination of this Agreement on the date specified by SFMTA and to minimize the liability of Manager and SFMTA to third parties as a result of termination. All such actions shall be subject to the prior approval of the SFMTA. For the affected Facilities, such actions shall include, without limitation:

Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

Not placing any further orders or subcontracts for materials, services, equipment or other items.

Terminating all existing orders and subcontracts.

At City's direction, assigning to City any or all of Manager'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.

Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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 Manager and in which City has or may acquire an interest.

(c) Within thirty (30) days after the specified termination date, Manager shall submit to City an invoice, which shall set forth the reasonable cost to Manager, without profit, for all services and other work City directed Manager to perform prior to the specified termination date, for which services or work City has not already reimbursed Manager.

(d) In no event shall City be liable for costs incurred by Manager 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 Manager under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Manager's final invoice; (2) any claim which City may have against Manager 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.

15.2 Termination for Cause. The City or the Director, with the authorization of the SFMTA Board of Directors, by written notice to Manager, shall have the right to terminate this Agreement upon the occurrence of any event of default; provided, Manager shall have the notice and cure rights set forth in Section 14.1(g) above or as otherwise stated in this Agreement or as otherwise entitled under applicable Law. Termination under this section shall be effective immediately upon notice being given by the City to Manager and after the expiration of any applicable cure periods. Upon such termination, all rights, powers, privileges and authority granted to Manager under this Agreement shall cease, and Manager shall immediately thereupon vacate the Facility premises. The City's right to terminate this Agreement under this section is not its exclusive remedy but is an addition to all other remedies provided to it by Law or the provisions of this Agreement.

16. DUTIES UPON TERMINATION AND EXPIRATION

16.1 Duties Upon Termination and Expiration. On or before the last day prior to the termination or expiration of this Agreement, the City and Manager shall cause an inspection of the Facilities to occur as required by the Facility Regulations. Upon satisfactory completion of such inspection, the amounts remaining in the Security Deposit, if any, shall be disbursed to Manager as such procedure is prescribed in the Facility Regulations and the Parties shall pay all other amounts due to each other hereunder. Finally, Manager shall deliver to the City the originals of all books, permits, plans, records, licenses, contracts, unused tickets and other documents pertaining to the terminated Facilities and their operation, any insurance policies, bills of sale or other documents evidencing title or rights of the City, and any and all other records or documents pertaining to the terminated Facilities, whether or not enumerated herein, which are requested by the City or necessary or desirable for the ownership and operation of the Facilities, which are in Manager's possession. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management and operation of the Facilities without detriment to the rights of the City or to the continued management of the Facilities.

16.2 Provisions Surviving Termination and Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 2 (Summary of Terms) (in its entirety), 3 (Definitions) (in its entirety), 4.1 (Independent Contractor), 6 (Compensation) (in its entirety), 7.1(b) and (c) (Control of Employees), 8.1 (Taxes), 8.2 (Audit and Inspection of Books and Records), 9 (Hazardous Materials) (in its entirety), 10 (Insurance) (in its entirety) 11 (Indemnification) (in its entirety) 13 (Warranties) (in

its entirety), 14.2 (Remedies), 14.3 (Damages), 14.4 (City's Liability), 14.6 (Equipment), 16 (Duties Upon Termination and Expiration) (in its entirety), 17 (Notices) (in its entirety), 18.3 (Authority), 18.4 (Consent to Notice), 18.6 (False Claims), 18.9 (Conflict of Interest), 18.12 (Limitations on Contributions), 18.15 (Political Activity), 18.18 (Waiver), 18.19 (Modification), 18.20 (Administrative Remedy), 18.21 (Law/Venue), 18.25 (Entire Agreement), 18.26 (Construction of Agreement), 18.27 (Severability), 18.28 (Successor/Assigns), 18.31 (Confidential Information), 18.32 (Ownership of Results), 18.33 (Works for Hire).

16.3 Delivery of Work. Subject to the immediately preceding Section 16.2, upon termination or expiration of this Agreement prior to expiration of the term specified in Section 5, Manager 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.

17. NOTICE REQUIREMENTS

All notices required to be given hereunder shall be in writing and either served personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Section 17. Any notice of default must be sent by registered mail.

MANAGER:

CITY:

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 3rd Floor
San Francisco, California 94103
Attention: Director, Off-Street Parking Operations

18. GENERAL PROVISIONS

18.1 Assignment. The SFMTA has selected Manager to manage the Facilities in reliance upon Manager's stated unique expertise, skill and experience in managing parking facilities. Manager shall not assign, transfer or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part, without obtaining the prior written consent of the Director and the SFMTA, which the SFMTA may give or withhold in its sole and absolute discretion. Any assignment or encumbrance without the SFMTA's consent shall be voidable and, at the SFMTA's election, shall constitute a material default under this Agreement. A sale or transfer of the stock, assets or other equitable interests of Manager that has the effect of a material change in Manager's ownership, as determined by the SFMTA in its sole discretion, shall constitute a transfer of this Agreement requiring prior

written approval and authorization by the SFMTA Board of Directors. The SFMTA shall have the right to withhold its consent to any assignment, transfer or encumbrance in its sole and absolute discretion.

18.2 Americans with Disabilities Act. Manager 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. Manager 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. Manager agrees not to discriminate against disabled persons in the provision of employment, services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Manager, its employees, agents or assigns will constitute a material breach of this Agreement

18.3 Authority. Unless otherwise limited by law or policy of the SFMTA Board and except as set out in this Agreement, all rights, powers and privileges of the City under this Agreement may be exercised, on behalf of the City, by the Director, or such other person designated by the Director.

18.4 Consent to Notice of Nonpayment of Parking Tax.

(a) Manager hereby agrees that the City's Tax Collector and Controller may notify Manager of any nonpayment by Manager of any Parking Taxes owing from Manager to the City, regardless of whether such unpaid Parking Taxes are related to the Facilities.

(b) To the extent Section 615(f) of Article 9 of the San Francisco Business and Tax Regulations Code (Tax on Occupancy of Parking Space in Parking Stations), or any other applicable provision of federal, state or local law, is interpreted as prohibiting such notification of the nonpayment by Manager of any such Parking Taxes, Manager hereby expressly waives the benefits of any such section and consents to the giving of such notice to the City.

(c) Manager hereby agrees to provide the City with copies of each of Manager's Parking Tax returns (for all Facilities owned or operated by Manager) within thirty (30) days of their submission to the City's Tax Collector.

18.5 Drug-Free Workplace Policy. Manager 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 premises of the City. Manager agrees that any violation of this prohibition by Manager, its employees, agents or assigns shall be deemed a material breach of this Agreement.

18.6 False Claims. 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 cost, including attorney's 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 any 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; (e) is 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 then false claim.

18.7 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.

18.8 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
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.

Subcontracting Goals

The LBE subcontracting participation goal for this contract is **XX percent**. 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 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.

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.

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 the enforcement procedure under Administrative Code §14B.17.

18.9 Conflict of Interest. Through its execution of this Agreement, Manager acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute 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. Manager further certifies that it has made a complete disclosure to the SFMTA of all facts bearing on any possible interests, direct or indirect, which Manager believes any officer or employee of the City presently has or will have in this Agreement or in the performance thereof or in any portion of the profits thereof. Willful failure by Manager to make such disclosure, if any, shall constitute grounds for the City's termination of this Agreement.

18.10 No Tobacco Advertising. Manager acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the SFMTA, including the Facilities. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

18.11 Nondiscrimination; Penalties.

(a) **Manager Shall Not Discriminate.** In the performance of this Agreement, Manager agrees not to discriminate against any employee, City and County employee working with the Manager or any subcontractor, applicant for employment with such Manager or any 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.** Manager shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code (copies of which are available from SFMTA) and shall require all subcontractors contract to comply with such provisions. Manager's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Nondiscrimination in Benefits.** Manager 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, in accordance with the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Agreement.** As a condition to this Agreement, Manager 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 by reference and made a part of this Agreement as though fully set forth herein. Manager 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, Manager understands that pursuant to Sections 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 Manager and/or deducted from any payments due Manager.

18.12 Limitations on Contributions. Through execution of this Agreement, Manager 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.

18.13 Pesticide Prohibition. Manager shall comply with the provisions of Chapter 3 of the San Francisco Environment Code ("Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Manager to submit an integrated pest management (“IPM”) plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Manager may need to apply to the Facilities, (b) describes

the steps Manager will take to meet the City’s IPM Policy described in section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Manager’s primary IPM contact person with the City.

18.14 Preservative Treated Wood Containing Arsenic. Manager 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” means 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. Manager 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 Manager from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” means a pressure –treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

18.15 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Manager 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. Manager 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 provision of Chapter 12.G are incorporated herein by this reference. In the event Manager 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 Manager from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Manager's use of profit as a violation of this section.

18.16 Sunshine Ordinance and Public Disclosure. 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.

18.17 Public Transit Information. Manager shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Manager employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Facilities and encouraging use of such facilities, all at Manager’s sole expense.

18.18 Waiver. 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. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized representative of the City, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Agreement.

18.19 Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument lawfully executed and approved as required by law.

18.20 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, which shall decide the true meaning and intent of the Agreement.

18.21 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.

18.22 Compliance with Laws. Manager 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.

18.23 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, except in cases in which said attorney is representing Manager in litigation or negotiation with the City, which services shall not be an Operating Expense. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Manager, will be paid unless the provider received advance written approval from the City Attorney.

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

18.25 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 18.19.

18.26 Construction of Agreement.

(a) The section headings contained herein are for convenience in reference and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

(b) This Agreement is the result of negotiations between the parties, both of which are represented by counsel. The parties agree to waive any and all rights to apply, in the interpretations of any and all terms, provisions or conditions of this Agreement, the rule of

construction that ambiguities are to be resolved against the drafter of the agreement. The parties agree that ambiguities in this Agreement, if any, are to be resolved in the same manner as would have been the case if this instrument had been jointly conceived and drafted.

18.27 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.

18.28 Successors and Assigns. Subject to the restrictions on assignment set forth in Section 18.1 above, each and all of the conditions and covenants of this Agreement shall extend to and bind and inure to the benefit of the City and Manager, and the legal representatives, successors and assigns of either or both of them.

18.29 Time of Essence. Time is of the essence in the performance of each provision of this Agreement.

18.30 Tropical Hardwood Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges companies with which it does business not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

18.31 Proprietary or Confidential Information of City. Manager understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Manager 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. Manager agrees that all information disclosed by City to Manager shall be held in confidence and used only in performance of the Agreement. Manager shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

18.32 Ownership of Results. Any interest of Manager or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Manager 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, Manager may retain and use copies for reference and as documentation of its experience and capabilities.

18.33 Works for Hire. If, in connection with services performed under this Agreement, Manager 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 Manager or its subcontractors under this Agreement are not works for hire under U.S. law, Manager 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, Manager

may retain and use copies of such works for reference and as documentation of its experience and capabilities.

18.34 Public Access to Meetings. 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.

18.35 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 Administrative Code Section 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code.

18.36 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.

Manager shall remove all graffiti from the Facilities and any real property owned or leased by Manager in the City and County of San Francisco within forty eight (48) hours of the earlier of Manager '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 Manager 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 Manager to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

18.37 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.

IN WITNESS WHEREOF, the parties hereto have executed, in triplicate, this Agreement as of the date first written above.

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>APPROVED:</p> <p>By: _____ Nathaniel P. Ford, Sr. Executive Director/CEO San Francisco Municipal Transportation Agency</p> <p>Approved as to Form: Dennis H. Herrera, City Attorney</p> <p>_____ David A. Greenburg Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No. _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Secretary, SFMTA Board</p>	<p>MANAGER</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 18.7, 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>APPROVED:</p> <p>By: _____ [NAME AND TITLE NAME OF ENTITY]</p>
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EXHIBIT A

DESCRIPTION OF FACILITY PROPERTY

EXHIBIT B

FACILITY PARKING RATES
[NEEDS TO INCLUDE ALL FACILITIES]

Transient Parking	Rate (as of April 1, 2007)
0 – 1 Hour	\$2.00
1 – 2 Hours	\$4.00
2 – 3 Hours	\$6.00
3 – 4 Hours	\$8.00
4 – 5 Hours	\$10.00
5 – 24 Hours	\$12.00
Lost Ticket	\$12.00
Juror Parking Flat Rate	\$5.00
Motorcycle Flat Rate	\$3.00
Weekend & Holiday Flat Rate	\$5.00
Early Bird (Enter by 10:00 AM, Exit before 7:00 PM)	\$8.00

Monthly Parking	Rate (as of April 1, 2007)
Regular	\$125.00
Carpool	\$100.00
Car Sharing	\$100.00
Assigned	\$200.00
Motorcycle	\$50.00

Miscellaneous Charges	Rate (as of April 1, 2007)
Late Monthly Payments	\$25.00
Lost Access Card	\$25.00
Damaged Access Card	\$25.00
Access Card Deposit	\$50.00
No Key Charge – at Valet Parking	\$25.00

EXHIBIT C

SEC. 21.25-2. PREVAILING RATE OF WAGES AND DISPLACED WORK PROTECTION REQUIRED FOR WORKERS IN PUBLIC OFF-STREET PARKING LOTS, GARAGES, OR STORAGE FACILITIES FOR AUTOMOBILES.

Every Lease, Management Agreement, or Other Contractual Arrangement for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco must require that any Employee working in such public off street parking lot, garage, or storage facility for automobiles be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the Lease, Management Agreement, or Other Contractual Arrangement is being performed, as determined by the Civil Service Commission.

(a) Definitions. For purposes of this Section, the following definitions shall apply to the terms used herein:

(1) "Contracting Officer" shall mean any officer or employee of the City and County of San Francisco authorized to enter into a Lease, Management Agreement, or Other Contractual Arrangement for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco.

(2) "Contractor" shall mean any Person who submits a bid and/or enters into a Lease, Management Agreement, or Other Contractual Arrangement with the City and County of San Francisco for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco as set forth in this Section.

(3) "Employee" shall mean any individual performing work in one of the following classifications: Washing; Polishing; Lubrication; Rent-Car Service; Parking Vehicles; Cashiers; Attendants; Checking Coin Boxes; Non-Attendant Parking Lot Checking; Daily Ticket Audit; Traffic Directors; Shuttle Drivers; and all other incidental duties, whose primary place of employment is in public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco for the Contractor. "Employee" does not include a person who is (a) a managerial, supervisory, or confidential employee, including those employees who would be so defined under the Fair Labor Standards Act; or (b) does not possess or has not maintained a required occupational license.

(4) "Lease, Management Agreement, or Other Contractual Arrangement" shall mean an agreement with the City and County of San Francisco for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco.

(5) "Person" shall mean an individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts, or any combination thereof.

(6) "Prevailing Rate of Wages" shall mean that rate of compensation, including fringe benefits or the matching equivalents thereof, being paid to a majority of workers engaged in the

area in which the Lease, Management Agreement, or Other Contractual Arrangement is being performed, if a majority of such workers are paid at a single rate; if there is no single rate being paid to a majority, then the prevailing rate shall be that single rate being paid to the greatest number of workers.

(7) "Public Off-Street Parking Lot, Garage, or Automobile Storage Facility" shall mean any off-street parking lot, garage, or automobile storage facility that is operated on property owned or leased by the City and County of San Francisco.

(8) "Subcontract" shall mean and include any agreement under or subordinate to a prime Lease, Management Agreement, or Other Contractual Arrangement.

(b) Determination of Prevailing Rate of Wage. It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages paid in private employment in the City and County of San Francisco for individuals working in off-street parking lots, garages, or automobile storage facility, including such rate of wages paid for overtime and holiday work, which said Prevailing Rate of Wages shall be fixed and determined as follows:

The Civil Service Commission shall furnish to the Board of Supervisors, within 60 days after the effective date of this Section, and on or before the first Monday in November of each subsequent year, data as to the Prevailing Rate of Wages for individuals working in off-street parking lots, garages, or automobile storage facilities as paid in private employment in the City and County of San Francisco, including wages or overtime and holiday work, and the Board of Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of Wages for individuals working in off-street parking lots, garages, or automobile storage facilities as paid for similar work in the City and County of San Francisco in private employment. Such Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the Prevailing Rate of Wages Paid in private employment for similar work, until the same is changed by the Board of Supervisors.

In determining the Prevailing Rate of Wages, as provided for in this Section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board of Supervisors shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

(c) Transition Employment Period. All Leases, Management Agreements, or Other Contractual Arrangements covered by this Section shall impose the following obligations on the Contractor for Employees who work at least 15 hours per week

(1) Where the Contracting Officer has given notice that a Lease, Management Agreement, or Other Contractual Arrangement has been terminated or ended, or where a Contractor has given notice of such termination, upon giving or receiving such notice, as the case may be, the terminated or ending Contractor shall, within ten days thereafter, provide to the successor Contractor, the name, date of hire, and employment occupation classification of each Employee who work at least 15 hours per week employed at the site or sites covered by the prospective Contractor at the time of the Lease, Management Agreement, or Other Contractual Arrangement termination. This provision shall also apply to the subcontractors of the terminated Contractor.

If the terminated Contractor has not learned the identity of the successor Contractor, if any, by the time that notice was given of the Lease, Management Agreement, or Other Contractual Arrangement termination, the terminated Contractor shall obtain such information from the Contracting Officer. If a successor Contractor has not been awarded by the end of the 10 day period, the employment information referred to earlier in this subsection shall be provided to the Contracting officer at such time. Where a subcontractor has been terminated prior to the termination of the Contract, the terminated Subcontractor shall for the purposes of this Section be deemed a terminated Contractor.

(2) A successor Contractor shall retain, for a 90 day transition employment period, Employees who have worked at least 15 hours per week and have been employed by the terminated Contractor or its subcontractors, if any, for the preceding twelve months or longer at the site or sites covered by the Lease, Management Agreement, or Other Contractual Arrangement, providing that just cause does not exist to terminate such Employee. The predecessor contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor. This requirement shall be stated by the City in all initial bid packages involving Leases, Management Agreements, or Other Contractual Arrangements governed by this section.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contact than were required by the terminated Contractor (and subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such 90 day period the successor Contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or subcontractor) from which the successor Contractor (or subcontractor) shall hire additional Employees.

(5) Except as provided in Subsection (3) of above, during such 90 day period, the successor Contractor (or subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Section. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the terminated Contractor or subcontractor that contributed to any decision to terminate the Contract or subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of such 90 day period, a successor Contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Section. If the Employee's performance during such 90 day period is satisfactory, the successor Contractor (or subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or sub-contractor) or as required b law.

(7) All contracts subject to this Section include a provision in which the contractor agrees to require subcontractor to comply with the obligation imposed by this Section.

(d) Enforcement.

(1) An Employee who has not been hired or has been discharged in violation of this Section by a successor Contractor or its subcontractor may bring an action in the Superior Court of the State of California, as appropriate, against the successor Contractor and, where applicable, its

subcontractor, and shall be awarded back pay, including the value of benefits for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(i) The average regular rate of pay received by the Employee during the last three years of the Employee's employment in the same occupation classification; or

(ii) The final regular rate received by the Employee.

(2) If the Employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(3) This Section is not intended to create a private right of action against the City and County of San Francisco.

(4) Successor's Prior Employees. Notwithstanding the provisions of Subsection (c) above, a successor Contractor or subcontractor may replace an Employee otherwise entitled to be retained pursuant to this Section with a person employed by the Contractor or subcontractor continuously for twelve months prior to the commencement of the successor Contract or subcontract in a capacity similar to that proposed under the successor Contract or subcontract. This Section shall apply only where the existing Employee of the successor Contractor or subcontractor would otherwise be laid off work as a result of the award of the successor contract.

(e) Noncompliance with Wage Provisions; Termination; Penalty. Where the Contracting Officer determines that a Contractor for the operation of a public off-street parking lot, garage, or automobile storage facility may have violated the prevailing wage requirements of this Section, the Contracting Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). In addition to and without prejudice to any other remedy available, the Contracting Officer may terminate the Lease, Management Agreement, or Other Contractual Arrangement, in which case the Contractor shall not be entitled to any additional payment thereon unless within 30 days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) has established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is attested to by affidavit, proof of compliance with the provisions of this Section. For purposes of this Section, where a Contractor fails to pay at least the Prevailing Rate of Wages to Employees working in public off-street parking lots or garages, the Contractor shall have "cured the violation" once the Contractor reimburses such Employees by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section. In addition to, or instead of terminating the Lease, Management Agreement, or Other Contractual Arrangement, where the Contracting Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer shall assess a penalty (a "willful violation penalty") in the sum of \$50 per day for each Employee for each day the Contractor or Subcontractor fails to pay the Prevailing Rate of Wages, such sums to be deposited in the fund out of which the Lease, Management Agreement, or Other Contractual Arrangement is awarded. The Contracting Officer shall impose such willful violation penalty regardless of whether the Contractor has cured the violation.

(f) Collective Bargaining Agreements. Notwithstanding anything to the contrary in this Section, if a Lease, Management Agreement, or Other Contractual Arrangement conflicts with an existing collective bargaining agreement to which a Contractor is a party, the collective bargaining agreement shall prevail. However, the Contractor will be obligated to make good

faith efforts to comply with the requirements of its Lease, Management Agreement, or Other Contractual Arrangement that do not conflict with the collective bargaining agreement.

(g) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(h) Effective Date and Application. This Section shall become effective 30 days after it is enacted, is intended to have, prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Lease, Management Agreement, or Other Contractual Arrangement to which the City and County of San Francisco is a party, unless such pre-existing Lease, Management Agreement, or Other Contractual Arrangement has been amended after the effective date of this Section.

(i) Public Entities with Coterminous Boundaries with the City and County of San Francisco. It is the policy of the City and County of San Francisco that all public entities with coterminous boundaries with the City and County of San Francisco, including but not limited to the Parking Authority of the City and County of San Francisco, adopt this prevailing wage and employee transition period policy. The Board of Supervisors of the City and County of San Francisco urges all public entities with coterminous boundaries with the City and County of San Francisco, including but not limited to the Parking Authority of the City and County of San Francisco, to adopt this prevailing wage and employee transition period policy.

(j) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable. (Added by Ord. 3-03, File No. 021504, App. 1/24/2003)

EXHIBIT D

MAINTENANCE STANDARDS

The goal of the SFMTA is to provide the public, at all times, a safe, clean, sanitary, well lighted, and efficient Facilities. The following maintenance standards are designed to achieve this goal.

- 1. Lighting** All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned out bulbs or lamps must be replaced within 24 hours. Non-working fixtures must be repaired or replaced, with energy efficient fixtures within 72 hours. Bulbs or lamps must be secured and must be the same color. Emergency lights must be inspected at least once each month and non-operating battery packs must be changed within one week.
- 2. Walls & Fences** All walls must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to restrooms and their surrounding areas. Graffiti must be removed or painted over within 24 hours. Black marks from bumpers must be painted over as needed but, in no event, not less than once a month.
- 3. Odors** Foul odors must be removed within 24 hours. Special attention shall be given to walkways, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, in no event, not less than once a month.
- 4. Cleaning** The entire facility must be cleaned daily, including interior and exterior walkways, restrooms, parking areas, and sidewalks. Parking areas and Facility floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed.
- 5. Steam Cleaning** Steam cleaning of each Facility in its entirety shall be performed on a semi-annual basis. At the discretion of the Director, steam cleaning may be required to be performed less frequently if the Facilities, including interior walkways, are maintained in a clean and orderly state.
- 6. Ventilation Equipment (if applicable)** Thorough cleaning of all ventilation system supply and exhaust vents shall be performed on a semi-annual basis.
- 7. Windows (where applicable)** All windows, mirrors and glass cases must be cleaned as needed, but in no event not less than once a month.
- 8. Signs** Signs must be easily understood and professionally made, not hand printed or copy machine reproduced. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Signs must also be repaired or replaced promptly when damaged.
- 9. Plants** Any vegetation must be pruned and watered regularly, consistent with water restrictions of the San Francisco Water Department. Weeds must be pulled as needed, but in no event not less than once a month and trees must be pruned once a year.

10. Safety Equipment Equipment including fire alarm call boxes, fire extinguishers, and fire hose units must be maintained in good working order and inspected at least once a month. Closed circuit cameras and the intercom system must be inspected at least once a week.

11. Structural Inspections Structural inspections including water leaks, exposed rebar, concrete cracks and metal rust must be performed not less than once a year.

12. Sidewalk Inspections Inspections of the sidewalks abutting the Facilities for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a month. In the event any hazards are observed, such hazards shall be reported immediately to the Director.

13. Other Work All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.

14. Instructions The SFMTA reserves the right to instruct the Manager to clean or repair any item which falls under the category of routine maintenance and repair.

If the maintenance standards are not followed, the SFMTA may give written notice and the work must be completed within 72 hours thereafter. Nonperformance may result in the SFMTA causing such work to be done at the expense of the Manager. Repeated instances of nonperformance will result in the Manager being deemed ineligible to bid on future SFMTA Management Agreements.

ATTACHMENT H

PARKING FACILITY OPERATION AND MANAGEMENT REGULATIONS

1. DEFINITIONS

For purposes of these Regulations and any Facility Management Agreements between a Manager and the San Francisco Municipal Transportation Agency ("SFMTA") subject to these Regulations, initially capitalized terms shall have the meaning ascribed to them in this Section unless otherwise specified.

1.1 “Access Card Deposit” means the deposit for each access card (electronic key card used to access a Facility) issued to monthly users, as set forth in these Regulations.

1.2 “Advertising Revenue” means all revenue generated by the SFMTA Advertising Contract that shall be excluded from Gross Revenues for the purpose of calculating incentive fees.

1.3 “After Hours Opening Fee” means the fee charged by a Manager to a vehicle owner to retrieve a vehicle from a Facility after the Facility has closed.

1.4 “Agents” means the officers, directors, employees, agents, contractors, licensees and subtenants of a referenced Party, and their respective heirs, legal representatives, successors and assigns.

1.5 “Agreement” or “Management Agreement” means an agreement under which a contractor agrees to operate and manage any Facility under the jurisdiction of the San Francisco Municipal Transportation Agency or the San Francisco Parking Authority.

1.6 “Banking Day” means any day which is not a Saturday or Sunday or a day on which banking institutions are authorized or required by law or by the Federal Reserve System to be closed in San Francisco, California for commercial banking purposes.

1.7 “Budget” (also "Approved Budget") means the itemized annual projection of individual Facility gross revenues, authorized capital expenditures and authorized operating expenses prepared by Manager and requiring approval by the SFMTA Board of Directors and the Controller as set forth in these Parking Facility Regulations.

1.8 “City” means the City and County of San Francisco, and its departments and agencies, and officers and employees.

1.9 “Controller” means the Controller of the City.

1.10 “Director” means the Executive Director/CEO of the San Francisco Municipal Transportation Agency or his or her designee.

1.11 “Environmental Laws” means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Facilities, the Land or any other property, including, without limitation, soil, air and groundwater conditions.

1.12 “Facility” means the land and all improvements of the City-owned off-street parking garages and lots described in a Management Agreement.

1.13 “Facility Regulations” means these Parking Facility Operation and Management Regulations promulgated by the SFMTA, as amended from time to time.

1.14 “Fiscal Year” means the period beginning July 1st and ending June 30th.

1.15 “Gross Revenues” means: all revenues, from whatever source, received by a Manager or any subcontractor or vendor, from the operation of any Facility and from any income-generating activity carried on therein, including, but not limited to, the following: (1) revenues

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received from the operation of the Facility for daily and monthly parking of vehicles therein; (2) revenue paid to a Manager in connection with any ancillary services provided at or in connection with any Facility as may be approved by the SFMTA under Section 3.1 of these Facility Regulations; (3) the selling price of all merchandise or services sold or otherwise provided for exchange in, on, or about the Facility in the ordinary course of business by Manager except any returned merchandise; (4) all charges or claims of credit of any character made by Manager or a vendor under contract to Manager or otherwise under Manager's control for the rendering of any service or work of any kind conducted in, on, about or from the Facilities; (5) the gross amount of all deposits forfeited by Facility customers and retained or received by Manager in connection with the operation of the Facilities, including all Access Card Deposits collected, all after-hour Facility opening fees, all valet no-key charges, and all refundable deposits subsequently returned to the depositor; (6) all interest or investment earnings received from the Gross Revenues deposited in the Revenue Account; (7) commercial rents and fees collected for display and storage rental, and/or other commercial uses approved in accordance with Section 3.1 of these Facility Regulations; (8) the value of any in-kind services received by the Manager in exchange for a benefit derived from the use of the Facilities; and (9) the amount of all Parking Taxes payable from the operation of the Facilities

1.16 “Hazardous Material” means any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA,” also commonly known as the “Superfund” law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to the Carpenter-Presley-Tanner Hazardous Substance Account Act, as amended, (Cal. Health & Safety Code Section 25300 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Land, any improvements to be constructed on the Land by or on behalf of Manager or the City, or are naturally occurring substances on, in or about the Land; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

1.17 “Hazardous Material Claims” means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with any and all Losses made or threatened by any third party against the City, its Agents, or the Land, the Facilities or any Improvements, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Land, the Facilities or any Improvements, the loss or restriction of the use or any amenity of the Land, the Facilities or any Improvements, and attorneys' fees and consultants' fees and experts' fees and costs.

1.18 “Holiday” means those days on which the following holidays are celebrated in California: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

1.19 “Investigation” when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the Land, the Facilities and any other improvements or any portion thereof or which have been, are being, or threaten to be released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Land, the Facilities or any other improvements.

ATTACHMENT H (cont.)

1.20 “Invitees” means the clients, customers, and invitees to the Facilities.

1.21 “Land” means the land on which the Facilities are located.

1.22 “Law” means any law, statute, ordinance, resolution, regulation (including these Facility Regulations), proclamation, order or decree of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Facilities, the Land, Manager’s operations or employees or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties.

1.23 “Losses” means any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein, and costs and expenses including but not limited to reasonable attorneys' fees and costs arising from any injury to or death of any person (including employees of Manager) or damage to or destruction of any property (including the Facilities) occurring in, on or about the Facility premises, or any part thereof, from any cause whatsoever.

1.24 “Management Fee” means the amount set forth in a Management Agreement as compensation for operation and management of Facilities.

1.25 “Manager” for purposes of these Regulations means any entity that is party to an Agreement with the SFMTA for the management of one or more Facilities. When used in an Agreement, “Manager” shall mean the entity that is a party to that particular Agreement.

1.26 “Monthly Report” shall have the meaning given such term in Section 6.7 of these Regulations.

1.27 “Occurrence” means an accident, theft, damage or other event of loss giving rise to a claim against the insurance policies described in an Agreement.

1.28 “Operating Expenses” means actual costs to Manager without mark-up that are directly associated with performance of Manager's obligations under an Agreement for: (1) salaries, payroll taxes and other payroll expenses; (2) utility services; (3) repair and maintenance of equipment and furnishings; (4) routine maintenance and repair and for cleaning of the Premises, including, without limitation, expenses related to vandalism or other damage to gates, equipment, supplies or the Premises; (5) parking tickets, supplies and equipment; (6) license and permit fees not related to an alteration of the physical plant of the Facilities; (7) all insurance required by a Management Agreement; (8) the cost of any bonds required by a Management Agreement, but only to the extent that such bonds protect only the City's interests; (9) deductible amounts paid in accordance with any insurance policy required by an Agreement except as excluded in (b) below; (10) sales taxes and all other taxes resulting from operation of the Premises, except Parking Taxes, (11) real property taxes and possessory interest taxes; (12) courier deposit services, (13) settlements for claims against a Manager that are not paid by insurance carriers and do not result from Manager’s negligence or willful misconduct, and (14) all other costs and expenses of Manager that are approved by the SFMTA. Operating Expenses shall not include: (a) penalties or fees resulting from Manager's late payment of taxes, bills, or other charges; (b) insurance deductibles or other payments or costs resulting from theft, employee negligence, dishonesty, or other acts of malfeasance; (c) Manager’s overhead costs that are not directly attributable to its operation of the Facilities; (d) attorneys fees or costs incurred in connection with any dispute with the City; or (e) costs to repair damage to the Facilities resulting from Manager's and/or Manager's employees' willful, intentional or grossly negligent acts.

1.29 “Parking Rates” means the fees, including any variable rates imposed to regulate occupancy levels, set by the SFMTA to be charged by a Manager and collected from Facility patrons parking vehicles in the Facilities. The Parking Rates are set in accordance with Section 3.2 of these Regulations.

1.30 “Parking Taxes” means the Tax on Occupancy of Parking Space in Parking Stations, as imposed by Article 9 of the San Francisco Business and Tax Regulations Code,

beginning with Section 601 thereof, and any successor ordinances or amendments thereto, or any other federal, state or local tax or fee imposed on the occupancy of parking spaces.

1.31 “Parking Ticket” means the record provided by the Manager to the vehicle operator setting forth the time and date that the operator's vehicle entered the Facility that is used by the Manager to determine the Parking Rate due from the vehicle operator.

1.32 “Party” means the SFMTA or a Manager; “Parties” means both the SFMTA and the Manager.

1.33 “Premises” means the lands on which the Facilities are located and improvements upon those lands.

1.34 “Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Facilities or any other improvements constructed hereunder by or on behalf of Manager or the City, or in, on, under or about the Land or the Facilities or any portion thereof.

1.35 “Remediation” when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, under or about the Facilities, the Land or which have been, are being, or threaten to be Released into the environment. Remediation includes, without limitation, those actions included within the definition of “remedy” or “remedial action” in California Health and Safety Code Section 25322 and “remove” or “removal” in California Health and Safety Code Section 25323.

1.36 “Revenue Account” means the account into which a Manager is required to deposit Gross Revenues in accordance with Section 6.5 of these Regulations.

1.37 “San Francisco Municipal Transportation Agency” or “SFMTA” means the Municipal Transportation Agency, an agency of the City and County of San Francisco established by San Francisco Charter Article VIII A, or any successor agency.

1.38 “Security Deposit” shall mean the special account established and maintained by the City, and designated as the Security Deposit Account.

1.39 “SFMTA Property” means supplies, equipment and furnishings required for performance of the management and supervision services in the operation of the Facilities, including but not limited to, maintenance and cleaning equipment, tools, office and accounting equipment and office furnishings.

1.40 “Tax Collector” means the Tax Collector of the City.

1.41 “Term” means the period in which a Management Agreement is in effect, commencing on the Commencement Date and terminating in five years, unless extended or earlier terminated.

1.42 “Treasurer” means the Treasurer of the City.

1.43 “Unaccounted Parking Ticket” or “UPT” means any Parking Ticket described in Section 3.1(a)(i) through (iv) of these Regulations.

1.44 “Valet Parking” means parking of customer vehicles by a Manager.

1.45 “Valet Assisted Parking” means parking of customer vehicles by customers as directed by a Manager.

1.46 “Validator Deposit” means the deposit charged by a Manager to a merchant when a Manager issues a parking ticket validator or other equipment to the merchant, as set forth in Section 3.1 (c) of these Regulations. For other equipment, the SFMTA may, in writing at the time of issuance, increase the dollar value of the Validator Deposit.

2. SCOPE AND APPLICATION

2.1 These Facility Regulations shall apply to the management and operation of any off-street parking garages or lots ("collectively, "Facilities") owned by the City and County of San Francisco, SFMTA or the Parking Authority of the City and County of San Francisco and subject to a Management Agreement between SFMTA and a Manager entered into on or after March 2, 2009 would impair an existing contractual .

2.2 In the event of a conflict between the terms of these Facility Regulations and the terms of any Management Agreement subject to these Regulations, the terms of these Regulations shall control.

2.3 These Facility Regulations may be amended by the SFMTA Board of Directors following notice and an opportunity to comment.

3. DUTIES OF MANAGER

3.1 General Operational Duties. A Manager shall (i) supervise the proper and efficient parking of all vehicles utilizing each Facility, (ii) maximize the accessibility and safe use of the space available in each Facility, (iii) use best efforts to maximize the revenues generated by each Facility and (iv) manage the parking of vehicles in each Facility using best practices and in a professional manner. In addition to the foregoing general duties, a Manager shall be responsible for the following specific duties:

(a) Daily Parking. A Manager shall charge, collect and deposit (in accordance with Section 6.5 below) the daily Parking Rate from all daily users of each Facility and shall collect and account for all issued tickets. A Manager shall provide each customer with a machine-generated receipt as mandated by Article 22 of the San Francisco Business and Tax Regulations Code. A Manager shall establish and maintain a Parking Ticket system for daily users of each Facility in a form prescribed and approved by the City and in accordance with all Laws. A Manager shall order and purchase all Parking Tickets to be issued at the Facilities. A Manager shall issue a Parking Ticket from the ticket dispenser to the operator of each vehicle entering each Facility unless the vehicle operator enters using a valid monthly parking pass, prepaid debit card, or other authorized means of prepayment. This requirement shall include the Manager, employees of the Manager and all vendors performing work at the Facility. Each parking ticket that is issued shall be date and time stamped to indicate arrival and departure of the vehicle and shall also be stamped upon payment with the charged amount as mandated by Article 22 of the San Francisco Business and Tax Regulations Code. A Manager shall maintain a ticket inventory system identifying sequential numbering and reconciling tickets issued with revenues or use. The operator of each vehicle for which a Parking Ticket is issued shall pay the current posted Parking Rate, as amended from time to time by the SFMTA Board of Directors.

(i) Altered Parking Tickets. Any alteration to the dates or times of occupancy or charge different from the applicable posted rate must be approved by a Facility manager who must state in writing on the Parking Ticket the reason for the change. Any changes made without such approval and written explanation shall be disregarded, and the Parking Ticket shall be deemed to have been collected in accordance with the date and time of entry and exit stamped on the Parking Ticket and the current Parking Rate approved by the SFMTA Board of Directors, and such amount shall be included in the Gross Revenues due to the SFMTA in accordance with the requirements of Section 6.7(a) of these Facility Regulations, whether or not such amount is actually received by the Manager from the customer.

(ii) Mutilated or Destroyed Parking Tickets. If a Parking Ticket is mutilated or destroyed, a Manager shall prepare a report, which shall be included with the Monthly Report required by Section 6.7(a) of these Facility Regulations, showing the identification or serial number of the destroyed or mutilated Parking Ticket, explaining how it was destroyed or mutilated, attaching thereto any remnants of such Parking Ticket, and explaining how the Parking Rates approved by the SFMTA Board of Directors were

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applied. An appropriate amount for each mutilated or destroyed Parking Ticket based on the current Parking Rate approved by the SFMTA Board of Directors shall be included in the Gross Revenues due to the SFMTA in accordance with the requirements of Section **6.7(a)** of these Facility Regulations, whether or not such amount is actually received by the Manager from the customer.

(iii) Lost Parking Tickets. If a Parking Ticket is lost by the operator of a vehicle parked in the Facility, a Manager shall prepare a charge slip showing (A) the amount charged for parking, (B) the license plate or vehicle identification number, and (C) the name, telephone number and driver's license number of the operator of the vehicle. The completed charge slip must be signed by the vehicle operator. For each lost Parking Ticket, the Manager shall include the amount for lost Parking Tickets specified in the current Parking Rate approved by the SFMTA Board of Directors in the Gross Revenues due to the SFMTA in accordance with the requirements of Section **6.7(a)** of these Facility Regulations, whether or not such amount is actually received by the Manager from the customer.

(iv) Other Irregular Parking Tickets. Any other Parking Tickets for which payment is not received and remitted in accordance with the applicable posted rate and the date and time of entry and exit (including a Parking Ticket that is issued, but for which there is no record of payment) shall be treated as a lost Parking Ticket and the Manager shall be deemed to have collected the amount for a lost Parking Ticket specified in the current Parking Rates approved by the SFMTA Board of Directors, and such amount shall be included in the Gross Revenues due to the SFMTA in accordance with the requirements of Section **6.7(a)** of these Facility Regulations, whether or not such amount is actually received by the Manager from the customer.

(b) Monthly Parking (applicable only to Facilities providing monthly parking).

(i) A Manager shall require all monthly users to execute a month-to-month agreement and release of the SFMTA, the form of which must be pre-approved by the Director. The Manager shall collect all monthly parking fees no later than the fifth calendar day of each month. The Manager shall assess a late charge (as set forth in the Schedule of Parking Rates approved by the SFMTA Board of Directors) to monthly users who are delinquent in payment of their monthly parking fee. If a monthly user has not paid his or her monthly parking fee by the fifth calendar day of each month, the Manager shall invalidate the security access cards of such delinquent monthly users before the sixth day of the month for which the monthly parking fee is unpaid. Delinquent monthly users may reactivate security access cards by paying a Twenty-five Dollar (\$25.00) late charge (or such other amount as may be set by the SFMTA Board of Directors in the Parking Rates), in addition to the delinquent monthly fee, to the Manager. A Manager may waive such late charges only for public entities and only in instances of written mutual consent between Manager and SFMTA. The Manager shall maintain a written record of all late charges it waives. The Manager shall supervise and control the billing and collection of the approved monthly Parking Rate and shall establish a security access system for monthly users. Should the security access system require the use of a security access card, the Manager shall collect an access card deposit of Fifty Dollars (\$50.00) (or such other amount as may be set by the SFMTA Board of Directors in the Parking Rates) for each card issued (the "Access Card Deposit"). For any lost or destroyed cards, the Manager shall reissue a new card and shall collect a charge for the lost or destroyed card in accordance with the current approved rate structure. Upon termination of any monthly agreement and return of the access card, the Manager shall immediately refund to the monthly user his or her deposit, without interest. Once refunded, the Manager may seek reimbursement from the SFMTA for the refunded amount as an Operating Expense; provided that the Manager provides satisfactory evidence that such refund has been paid to the monthly customer.

(ii) From time to time, the Director may determine the maximum number of monthly parking agreements that shall be permitted in one or more of the Facilities. A Manager shall

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deposit any amounts collected from monthly parkers, including amounts for Access Card Deposits, late charges or charges for reissuance of a new access card into the Revenue Account no later than the next Banking Day after such amounts are collected. A Manager shall keep a written record containing the names of all monthly users along with their access card number, parking commencement date, amount of access card deposit and date each payment is received and transferred to the Revenue Account, parking termination date and amount of deposit refund.

(c) Validation Parking. When and as directed by the Director with the approval of the MTA Board of Directors, a Manager shall enter into agreements with local merchants for validation parking. The Director shall establish guidelines for validation parking. All validation agreements must be pre-approved by the Director. The Manager shall inform merchants and its authorized employees as to the correct procedures for validating a parking ticket. The Manager shall collect a Validator Deposit established by the Director for each hand or electronic validator issued. Upon request of the Director, a Manager shall request the return of any validator, and upon its return shall immediately return to the merchant the deposit in full, without interest. For lost or destroyed validators, the Manager shall issue a new validator and shall collect an additional Validator Deposit

(d) Valet and Valet Assist Parking. When and as directed by the Director, a Manager shall provide for Valet Parking and/or Valet Assisted Parking in the Facilities.

(e) Other Services. A Manager shall perform such other acts and duties as are required under the terms of the Agreement, and shall perform such other management and supervisory functions related to the operation of the Facilities as the SFMTA may require.

(f) Facility Names. Each Facility shall be operated under the name specified in the Management Agreement as the name of the Facility. The SFMTA may in its sole and absolute discretion rename the Facilities.

(g) Signs and Advertising. Except for signs stating the Parking Rates and other pertinent information, and any signs required by applicable law, a Manager shall not erect any signs, billboard, advertising, displays or political endorsements at the Facilities or permit the circulation of any commercial announcements, pamphlets or circulars without the SFMTA's or Director's prior consent. The SFMTA shall have the right to lease or use, any or all portions of the Facilities for advertising. Such arrangements may be under separate agreements between the SFMTA and any third party. Although a Manager may not be obligated to manage these arrangements, Managers shall cooperate in good faith with the SFMTA and such parties.

(h) Storage Rental. A Manager shall not allow any storage rental unless pre-approved in writing by the SFMTA. If such storage rental is approved, the Manager shall require all monthly users to execute a rental agreement and release form, which form must be pre-approved by the SFMTA. All collected fees shall be deposited into the Revenue Account on the day such amount is collected or the next Banking Day.

(i) Commercial Use. Except for parking, a Manager shall not permit the use of any portion of the Facilities for commercial purposes without the SFMTA's prior consent. The SFMTA shall have the right to lease any or all parts of the Facilities for other commercial uses, including, without limitation, vending machines, telephone services and storage rentals. Such arrangements may be under separate agreements between the SFMTA and any third party. Although a Manager may not be obligated to manage these leasing arrangements, Managers shall cooperate in good faith with the SFMTA and such parties.

(j) Vending Machines, ATMs and Telephones. The installation of any vending machines, ATMs or telephones in the Facilities must be pre-approved in writing by the SFMTA. Once approved, a Manager will be charged with the responsibility of entering into any necessary agreements with such parties and administering such contractual relationship. Such agreements shall not exceed the term of the Management Agreement unless pre-approved by the SFMTA, and

may in any event be subject and subordinate to the Agreement. Such agreements shall also be assignable to the succeeding Manager or SFMTA without additional payment or cost.

(k) Public Use of Facilities. Managers acknowledge that the public is entitled to use the Facilities, subject to the rates, charges, hours, space availability and rules of operation as set forth herein and adopted pursuant to the terms of the Agreement.

(l) Compliance with Laws. A Manager and any subcontractors of the Manager shall comply and conform with all applicable Laws, including these Facility Regulations and all other governmental regulations, rules and orders, existing and as may be enacted during the Term of the Management Agreement relating to, controlling, or limiting the use and operation of the Facilities. A Manager shall secure all permits and licenses specifically required for the operation of the Facilities (copies of which shall be promptly provided to the Director), and shall not use or occupy any Facility in an unlawful, noisy, improper or offensive manner. A Manager shall use its best efforts to prevent any occupancy of the Facilities or use made thereof which is unlawful, noisy, improper or offensive or contrary to any law or ordinance applicable to the Facilities. A Manager shall not cause or maintain any nuisance in or about the Facilities, and shall use its best efforts to prevent any person from doing so. Nor shall a Manager cause or allow any rubbish, dirt or refuse to be placed in the streets, sidewalks or alleys adjoining the Facilities or to accumulate in the Facilities. Further, a Manager shall use its best efforts to ensure that all patrons of the Facilities comply with these Facility Regulations and any other rules, regulations, or restrictions that the SFMTA or the Director may adopt during the Term of the Management Agreement.

(m) Revenue Control and Parking Receipts.

(i) A Manager shall comply with applicable provisions of the San Francisco Business and Tax Regulations Code Section 6.6-1 and Article 22 or any successor provisions to those laws, which require parking stations to have revenue control equipment, to provide receipts to all occupants with the exception of occupants in possession of a monthly access card, and to have certain signage, all as more fully set forth therein. Any violation of these requirements shall be deemed a breach of these Facility Regulations and the Management Agreement, and SFMTA and the City shall have all rights and remedies set forth in the above Codes as well as the rights and remedies set forth in the Management Agreement, including but not limited to, the right to terminate the Management Agreement. With the exception of the provisions of these Facility Regulations as to Unaccounted Ticket Ratio, to the extent that any provision of these Facility Regulations or the Agreement conflicts with any provision of the San Francisco Business and Tax Regulations Code or other City ordinance, that Code or the ordinance shall govern.

(ii) A Manager shall no less than weekly duplicate or back-up the electronic data created or maintained by the RCE, including but not limited to the Log File, as that term is defined in Article 22 of the San Francisco Business and Tax Regulations Code. A Manager shall safeguard with the highest degree of care the duplicate or back-up RCE electronic data, including the Log File, in a location that is separate from the Facilities under management and which is accessible during regular business hours.

(n) Revenue Protection

(i) A Manager shall take all necessary measures, applying the highest standard of care, to ensure that all parking charges, rents, fees, and other Gross Revenues are properly collected, and accounted and remitted to the SFMTA. SFMTA strongly recommends that Managers use armored vehicles and armed security guards when transporting Gross Revenues in the form of cash.

(ii) A Manager shall take all necessary measures, applying the highest standard of care, to ensure that Parking Tickets, including but not limited to replacement, motorcycle, early bird, flat fee, carpool, and merchant or commercial tenant validation parking tickets, are

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not used to defraud the SFMTA of Gross Revenues or otherwise convert, conceal, misappropriate, or misaccount Gross Revenues.

3.2 Facility Parking Rates. For all vehicles parked in each Facility, a Manager is authorized and directed to charge and collect parking fees according to the Parking Rates Schedules approved by the SFMTA Board of Directors for that Facility. Upon a change in the Parking Rates Schedules, the Director will give written notice to the Manager as to the new Parking Rates and their effective date(s). Upon receiving such notice, the Manager shall take such measures necessary to implement the new Parking Rates on the effective date. A Manager shall not adjust the authorized Parking Rates or collect any other rates or charges at the Facilities or provide free (no charge) parking to any person except as specifically authorized by the SFMTA. A Manager shall not be entitled to any further compensation or consideration because of a change in the Parking Rates.

3.3 Emergency and Disaster Response Plan. A Manager shall maintain a current Emergency and Disaster Response Plan at each Facility in a format acceptable to the Director with a current copy to the SFMTA. This plan shall consist of Emergency Procedures, Company and SFMTA contact information. This plan must outline procedures for employees to follow in the event of an emergency and describe a plan of action for each Alert Level defined for a specific threat or disaster.

3.4 Operating Manual. A Manager shall maintain at each Facility a current Company Operating Manual for the Facility containing Standard Operating Procedures (SOPs) that include, but are not limited to, safety standards and procedures, cash handling procedures, customer service standards, employee training, and Facility maintenance standards. The Manager shall provide SFMTA with this manual on the execution date of the Agreement, and shall promptly provide SFMTA with any updates. The Manager will make necessary changes to the SOP manual at SFMTA's request in order to ensure that best practices are followed.

4. EQUIPMENT AND CAPITAL IMPROVEMENTS

4.1 Ordering and Purchasing of Supplies, Equipment and Furnishings. A Manager shall provide such supplies, equipment and furnishings required for performance of the management and supervision services in the operation of the Facilities, including, but not limited to, maintenance and cleaning equipment, tools, office and accounting equipment and office furnishings. The cost of purchasing all such supplies, equipment and furnishings shall be considered Operating Expenses. All equipment, supplies and other tangible personal property paid for as an Operating Expenses shall be and remain the property of the Facilities. A Manager shall be responsible for the care and safekeeping of all SFMTA Property and shall use such property only in connection with the operation of the Facilities. Except for supplies and other property that are routinely used and consumed in the operation of a parking Facility, a Manager shall not dispose of any SFMTA Property without the written consent of Director.

4.2 Construction of Improvements. A Manager shall not make any alterations or improvements to or upon the Facilities without the prior written approval of the SFMTA. The Director may require a Manager to implement specific capital improvements during the term of the Management Agreement. With the exception of emergency repairs, which shall require the written approval of the Director, any such capital improvements shall require the approval of the SFMTA Board of Directors and shall performed (i) in strict accordance with any plans and/or specifications approved in advance by the Director in writing, (ii) by duly licensed and bonded contractors or mechanics approved by the Director after the Manager obtains at least three quotes for the capital improvement work (provided, in no event shall a Manager solicit less than three (3) quotes for any capital improvement over \$500.00), (iii) in a good and workmanlike manner, (iv) in strict compliance with all laws and subject to all other conditions that the Director may impose. Prior to the commencement of any work, a Manager shall procure all required permits and approvals and shall promptly deliver copies of such approvals and permits to the Director upon receipt. No material change from the plans and specifications approved by Director may be made without the Director's prior consent. The Director shall have the right to inspect the progress of

the capital improvement work at all times. If required by the Director, upon completion of the capital improvements, a Manager shall furnish Director with a complete set of final as-built plans and specifications. Notwithstanding anything in the Management Agreement or these Facility Regulations to the contrary, the actual costs and expenses incurred by a Manager in the performance by it of the obligations set forth in this Section shall be an Operating Expense. Upon completion of the improvement, the SFMTA shall own all capital improvements completed pursuant to this Section.

5. MAINTENANCE AND REPAIRS

5.1 Routine Maintenance and Repairs. A Manager shall maintain the Facilities in a clean, safe, sanitary and attractive condition commensurate with the standards of maintenance, repair and operation set forth in the Agreement. For purposes of the Management Agreement, “routine maintenance and repair work” means all ordinary maintenance and repair of the premises and equipment and replacement of supplies that are normally performed on a daily or routine basis in order to keep the Facilities in an efficient, clean and safe condition. Such routine maintenance and repair work shall include without limitation:

(a) Repairing lamps and lighting fixtures and replacing bulbs, fluorescent tubes and ballasts; replacing Parking Tickets in Parking Ticket issuing machines; maintaining and replacing, if required, arms on traffic entry and exit gates; maintaining, repairing and replacing sliding or overhead doors and gates, and roll up doors; maintaining revenue control equipment; repairing, replacing and cleaning signs; maintaining heating, ventilating and other mechanical equipment; maintaining fire alarm call boxes, extinguishers and hose boxes in good working order; maintaining plumbing in good and sanitary working order; and performing emergency maintenance and repairs as required to maintain the premises in good and safe condition.

(b) Regular cleaning of all parking areas, Facility offices, drainage systems and other portions of the Facility premises; regular washing of all windows; prompt removal of dirt, debris, oil, grease and other liquids from the parking areas, floors and stairways; regular cleaning of floors, walls and ceilings of the pedestrian areas; regular removal of accumulated trash and other rubbish; regular cleaning of the sidewalks on all sides of the Facilities; regular cleaning and maintenance of the common areas and bathrooms (including trash removal); and such other cleaning as shall be required to keep the premises in a clean, safe and attractive condition.

(c) Striping of the floors and surfaces of the Facilities as needed.

(d) Otherwise cleaning, repairing and painting the floors and walls and fences of the Facilities and the sidewalks, curbs and driveways thereof as needed (particularly when such surfaces have been marred by graffiti or other forms of vandalism).

(e) Contracting for full-service elevator maintenance, if applicable, with a subcontractor acceptable to SFMTA.

(f) Contracting for electricity, telephone, vermin extermination, trash collection, water, sewer and any other similar utilities or services necessary to the operation of the Facilities. Manager shall pay all billings for the above services when due.

(g) Steam cleaning of all sidewalks and any interior stairwells shall be performed on a quarterly basis and of each entire Facility on a semi-annual basis. At the discretion of the Director, steam cleaning may be required to be performed less frequently if the Facilities, including sidewalks and stairwells, are maintained in a clean and orderly state.

(h) Prompt removal of pigeon droppings from floors and all accessible surfaces.

(i) Thorough cleaning of all ventilation system supply and exhaust vents shall be performed on a semi-annual basis as applicable.

(j) Any other maintenance or repair required by the Director.

(k) Removal of graffiti in accordance with the requirements of the Agreement.

A Manager shall perform all the foregoing maintenance duties in accordance with the Maintenance Schedule provided by Director. The Director shall have the right to require the Manager to perform certain duties specified in such schedule more frequently than provided therein. A Manager shall be responsible for completing the Maintenance Checklist provided by Director and maintaining such checklist at the Facilities at all times. Upon demand of the Director, or his or her designee, a Manager shall present such Maintenance Checklist.

5.2 Failure to Perform. The Director may direct a Manager to perform routine maintenance and repair work that is necessary to keep the Facility in good and clean condition and in a proper state of repair. If the Manager does not commence performance of such routine maintenance and repair work within seventy-two (72) hours after the notice is given and thereafter diligently prosecute it to completion, the Director may cause such routine maintenance and repair work to be performed and the cost thereof to be either (i) disbursed from the Security Deposit, or (ii) deducted from the Management Fee(s). In the event the SFMTA contracts to have such routine maintenance and repair work performed, the Manager shall reimburse the SFMTA for work and administrative time expended in having the routine maintenance and repair work performed. If the Security Deposit is used to pay these costs, the SFMTA will deduct the amounts paid from the Management Fee costs, and deposit the cost of services back into the Security Deposit Account until replenished. Any work performed as described herein shall not be considered an Operating Expense, and the costs of such work shall not be reimbursed by SFMTA

5.3 Security Deposit Account upon Termination. Upon termination or expiration of the Agreement, the SFMTA will inspect the Facilities and report in writing to the Manager all routine maintenance and repair work necessary to put the premises in good and clean condition and in a proper state of repair. Upon issuance of such report, the SFMTA may cause such routine maintenance and repair work to be performed with the cost thereof to be disbursed from the Security Deposit. If the balance of the Security Deposit is insufficient to cover the cost of such work, the Manager shall pay upon demand any deficiency to the SFMTA. The SFMTA shall also have the right to use any funds in the Security Deposit to satisfy any unpaid financial obligation or liability that a Manager may have under the Management Agreement. After satisfaction of such unpaid amounts, the remaining balance shall be returned to the Manager, with any interest having accrued thereon.

5.4 Long-Term Maintenance and Repairs. As used in these Facility Regulations, the term “long-term maintenance and repairs” means all such maintenance and repair work that the SFMTA reasonably determines is extraordinary and beyond the normal routine maintenance and repair work to be performed by a Manager. The SFMTA may request a Manager to seek bids for the specific project. After submission of such bids, the SFMTA may elect to (i) award the bid to the most qualified bidder or (ii) reject all bids. If the SFMTA elects to proceed with the proposed project, the Manager shall cause the work to be done, pay for the work when it has been completed and include such reimbursement requests in the next Monthly Report. A Manager shall inform the Director of long-term maintenance or repair projects that are necessary to maintain the Facilities in their current or better condition.

6. FISCAL DUTIES AND MATTERS

6.1 Annual Budget. A Manager shall, at Director’s request, prepare an annual operating and capital budget (“Budget”) for each Facility under management for any given period for review by Director. The Budget shall be in the form provided by Director. After review, Director may return the Budget to the Manager if budget contains proprietary information regarding the Manager.

6.2 Marketing Plan. A Manager shall, at Director’s request, prepare a marketing plan for each Facility under management, outlining the Manager’s plans to market the Facilities and expand business at the Facilities. The Director may review the marketing plan and recommend changes.

6.3 Revenue Account. A Manager, with consent from the Office of the Treasurer/Tax Collector, shall establish and maintain a special account designated as the Revenue Account for each Facility. A Manager shall be authorized and required to make daily deposits into the Revenue Account for each Facility.

6.4 Security Deposit. The City will establish and maintain a special account designated as the Security Deposit Account in the amount established in the Agreement. This account will be established from the Manager's Bid Security received during the Bid process, with the balance due and payable not later than the date of execution of the Management Agreement. Any Bid Bond submitted as a Bid Security during the Bid process may not be used as a Security Deposit and Manager must submit a check in the amount equivalent to the Bid Security upon commencement of the Management Agreement. This Security Deposit shall be returned to the Manager, with interest, in accordance with the terms of the Agreement.

6.5 Gross Revenues and Other Monies; Deposits and Transfers of Monies. All Gross Revenues generated by the Facilities shall be the sole and exclusive property of the SFMTA and shall be held in trust for the SFMTA. Notwithstanding a Manager's receipt of Gross Revenues on behalf of the SFMTA, a Manager shall have no right, title, interest, lien or set-off rights on or against any portion of the Gross Revenues generated by the Facilities. A Manager shall safeguard all Gross Revenues with the highest degree of care. All revenues, monies and deposits collected or received by a Manager arising out of operations of the Facilities shall be deposited in the Revenue Account no later than the next Banking Day after such amounts are collected. A Manager shall not commingle any of the above accounts or sources of revenue. If a Manager fails to deposit Gross Revenues including Parking Taxes as specified in this Section, the Manager shall pay the SFMTA interest on the amount that was not timely deposited in accordance with the late payment provisions in the Agreement until such time the amount is deposited in the manner prescribed in these Facility Regulations, and such payment shall be an Operating Expense. A Manager's failure to deposit Gross Revenues including Parking Taxes on a timely basis shall constitute a material breach of the Agreement, and a Manager's obligation to pay interest on funds not deposited shall not limit any other rights or remedies the SFMTA may have under the Agreement with respect to such default. A Manager shall be responsible for, and liable for any damages arising from, the secure transport and delivery of Gross Revenues in accordance with these Facility Regulations and the Management Agreement. Until monies charged and collected by the Manager on behalf of the SFMTA are deposited in accordance with these Facility Regulations, the Manager shall assume all risk of loss of such monies, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, or dishonesty.

6.6 Daily Accounting. Every day of operation, a Manager shall prepare a daily report ("Daily Report") for each Facility in a form approved by the Director. If requested by the Director, the Manager shall submit the Daily Reports to the SFMTA on a daily basis in electronic form. All Daily Reports must be certified true and correct by the Manager. A Manager may modify the format of the Daily Report with the Director's prior written approval.

6.7 Monthly Report. Within ten (10) banking days after the last day of each month, a Manager shall deliver to the Director a monthly report ("Monthly Report") for each Facility in a form approved by the Director. The Monthly Report shall be provided in both electronic and hard copy format and include an accounting of all Gross Revenues and a description of Operating Expenses as set forth in Section 6.8.

(a) The Monthly Report shall provide an accounting for all Unaccounted Parking Tickets as set forth in Section 3.1(a)(i)-(iv) of these Facility Regulations. The Monthly Report shall include the original of any UPT that has been altered or mutilated, and shall also include any remnants of any Parking Ticket claimed as destroyed, as well as the information set forth in Section 3.1(a)(iii) for any Parking Ticket claimed as lost, and the information required by Section 3.1(a)(iv) for any other irregular Parking Ticket. The Director may review the UPT information submitted by a Manager, and may reject any such claim that he or she determines is not adequately supported by evidence. Where the total number of insufficiently documented UPTs at each

ATTACHMENT H (cont.)

Facility is equal to or less than one-quarter of one percent (0.25%) of the total number of Parking Tickets issued in the Facility in a calendar month as indicated by the revenue control equipment for the Facility, notwithstanding the provisions of Section 3.1(a)(i)-(iv), the Manager shall not be charged for the UPTs. Where the number of such Parking Tickets exceeds one quarter of one percent (0.25%) of the total number of Parking Tickets issued in the Facility in a calendar month, the Manager shall be liable for the full amount due in accordance with Section 3.1(a)(i)-(iv) of these Facility Regulations for all insufficiently documented UPTs issued in the Facility, which amount shall be deducted by SFMTA from the next payment of Operating Expenses due to the Manager under the Agreement.

(b) Each Monthly Report shall include the printer's manifest or other Parking Ticket inventory system, showing and certifying as correct the beginning and ending serial numbers by the printer for all Parking Tickets received by a Manager during the month for use at the Facilities.

(c) For each day submittal of the Monthly Report is late, a Manager shall incur a late charge of One Hundred Dollars (\$100) per Facility as liquidated damages payable to the SFMTA to cover administrative costs for revenue report and projection revisions, and such late charges shall not be an Operating Expense. All submitted Monthly Reports must be certified as true, correct, and complete by the Manager. Should the SFMTA detect any inaccuracies in the Monthly Reports which were not previously communicated by the Manager, the SFMTA may, in its discretion and without limiting the SFMTA's other rights and remedies hereunder, impose a charge of Two Hundred Dollars (\$200) for each Monthly Report misreported to cover administrative costs to correct revenue reports and projections. Such charges shall be deducted by the SFMTA from the next payment of the Management Fee under the Agreement or from the Security Deposit. The aforementioned charges shall not be considered a penalty, but are the reasonable cost to the SFMTA incurred by the Manager's delay. The Controller or the Director may modify the form of the Monthly Report and change the due date of the Monthly Report

(d) The Monthly Report shall include all usage data by customer type, marketing initiatives conducted during the month, any capital expenditures incurred during the month and any extraordinary operational or management efforts.

6.8 Operating Expenses. (a) For all Operating Expenses for which a Manager seeks reimbursement, the Manager shall, for each Facility, submit twice per month or as needed complete documentation, an invoice and statement listing all operating expenses for the month together with all original invoices, receipts or other evidence, including all operating expenses incurred since the previous invoice and statement, including all salaries, wages, payroll taxes, and benefits described in the Management Agreement, and the Manager's management fee. Each invoice, in a form approved by the Director and Controller, shall be accompanied by such supporting documentation evidencing such operating costs, salaries, wages, payroll taxes and benefits as the SFMTA shall require. The monthly invoice shall include as a credit to the SFMTA any amounts due for UPTs in accordance with Sections 3.1(a) and 6.7. All invoices for which a Manager is seeking payment of shall: (1) be prepared by the Manager and signed by the authorized representative of the Manager; (2) identify the line item of the Approved Budget under which reimbursement is requested; (3) include documentation of the quotes or bids obtained when required pursuant to paragraph (b) below; (4) for unbudgeted expenses, include written approval of the Director, and (5) be submitted to the Director for approval. To qualify as an Operating Expense, the following conditions must also be satisfied: (1) the Manager must have submitted the required documentation requested above, (2) the expenditure must have been authorized in the Approved Budget, and (3) the expenditure must have been approved by the Director and the Controller. SFMTA will reimburse the Manager by wire or by disbursing a check at the address specified for notice in the Agreement. SFMTA shall not reimburse a Manager for any interest charges or late penalties imposed on the Manager due to late payment of its bills, taxes or fees. Notwithstanding the foregoing, those Operating Costs related to a Manager's labor expenses described in the Agreement shall be reimbursed, subject to the documentation and approval requirements described above, on a monthly basis. The Director shall have ultimate approval of all Operating Expenses.

ATTACHMENT H (cont.)

(b) In no event shall a Manager contract for or purchase any one item, other than payroll, which exceeds One Thousand Dollars (\$1,000.00) in cost or any item which costs in excess of the amount set out on the approved Budget without the prior written approval of the Director. Any rebate or discount obtained by a Manager in connection with the Management Agreement shall be the property of SFMTA. All expenses in excess of One Thousand Dollars (\$1,000.00), including reoccurring expenses such as Parking Tickets unless service is from a sole source supplier, shall be documented with three written quotes submitted for written approval before the purchase is made.

6.9 Parking Taxes. A Manager shall comply with the requirements imposed by Sections 6.6-1 and 6.7-1 of Article 6, and Section 604 of Article 9 of the San Francisco Business and Tax Regulations Code to collect all Parking Taxes, sales taxes and other taxes due, which shall be deposited into the Revenue Account and accounted for separately. A Manager shall submit to SFMTA with each Monthly Report a full accounting of all taxes due and payable to any third party, including any taxes due to the City. A Manager shall provide SFMTA with the monthly prepayment statement ten (10) days prior to the date due. A Manager is liable for any interest or penalties incurred due to late payment of taxes, which shall not be considered an Operating Expense or otherwise reimbursed by SFMTA. A Certificate of Authority to collect Parking Tax shall be posted in each Facility in a prominent location at all times during the Term of the Management Agreement.

6.10 Parking Tax Collection Bond. A Manager shall comply with the requirements imposed by Section 6.6-1 of Article 6 of the San Francisco Business and Tax Regulations Code, requiring Manager to post a Parking Tax Collection Bond on behalf of the City in the appropriate amount required.

6.11 SFMTA's Right to Audit and Inspect Records. A Manager agrees to maintain and make available to the SFMTA, during regular business hours, accurate books and accounting records relating to its work under the Agreement. A Manager will permit SFMTA to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by the Agreement, whether funded in whole or in part under the Agreement. A Manager shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under the 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 the Agreement shall have the same rights conferred upon SFMTA by this Section.

6.12 Audit. A Manager shall cooperate in audits of its books and records relating to the Facilities and the Manager's compliance with the Management Agreement. The audits shall be conducted at the direction of the SFMTA or the City Controller by an auditor selected by the SFMTA or the Controller. The SFMTA or the Controller shall determine the scope of said audit(s), which may include but are not limited to the Manager's compliance with the terms of the Agreement and these Facility Regulations, determining the amount of Gross Revenues and Parking Taxes received by the Manager from the operation of the Facilities; the Gross Revenues and Parking Taxes deposited into the Revenue Account; any differences between the Gross Revenues and Parking Taxes reported and the Revenue Account deposits and audited revenues; and the form and method of the Manager's record keeping. The audits may include review of capital expenditures, compliance with any provisions of the Agreement and these Facility Regulations or any other item related to administration of the Agreement or the financial stability of the Manager at the discretion of the SFMTA.

6.13 Books and Records. A Manager shall establish and maintain at each Facility books, records and systems of account, including all records relating to Revenue Control Equipment at the Facilities in accordance with generally accepted accounting principles, consistently applied reflecting all business operations of Manager transacted under the Agreement. To the extent a Manager has not complied with generally accepted accounting principles, the

ATTACHMENT H (cont.)

Director may require Manager to restate its books, records and systems of account to conform to such requirements. These books, records and systems of account shall be retained by a Manager during the term of the Agreement and for at least three (3) years thereafter, and shall be available at all reasonable times, with or without notice, for inspection and audit by the City, SFMTA, or their agents. Upon expiration or early termination of the Agreement, all such books, records and systems of account shall be delivered to the Director. All used and unused parking tickets, tapes and other records used in the operation of the Facilities are owned by the SFMTA, but shall be retained by a Manager at the Facilities unless the Director request otherwise. Such tickets, tapes and records shall be available at all reasonable times, with or without notice, for inspection and audit by either the Director or his/her agents, and shall not be destroyed without prior written consent from the Director.

ATTACHMENT I

HRC CHAPTER 12B DECLARATION

http://www.sfgov.org/site/uploadedfiles/sfhumanrights/Transgender_HIV_Division/12B%20101.pdf

ATTACHMENT J

City & County of San Francisco
HUMAN RIGHTS COMMISSION



HRC ATTACHMENT 2

(For accessible HRC forms, please visit: www.sfgov.org/sfhumanrights)

Requirements for Architecture, Engineering, & Professional Services Contracts

For Contracts \$29,000 and over

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise (“LBE”) requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Human Rights Commission (“HRC”).
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the HRC website at www.sfgov.org/sfhumanrights.
- C. Chapter 14B allows for a ten percent (10%) rating discount for firms and non-profit organizations certified by HRC on Architecture, Engineering, and Professional services contracts. The term “rating discount” hereafter shall be known as “rating bonus” in HRC Attachment 2.

D. Certification Application

LBE Certification Application

- a. Prime proposers must be certified as LBEs on the proposal due date to qualify for a rating bonus.
- b. Any proposer who is in the process of appealing the Director’s denial of certification or revocation of certification for other contracts shall not be considered an LBE.
- c. The Certification Application is available on the HRC website at www.sfgov.org/sfhumanrights.

For assistance with HRC Attachment 2, please contact the following number(s):

HRC Main Office (415) 252-2500 or LBE Certification Unit (415) 252-2537 or (415) 252-2530

For compliance and assistance with the Equal Benefits Program, please contact the HRC Main Office.



ATTACHMENT J (cont.)

1.02 SUBMISSION OF HRC FORMS

- A. Unless otherwise authorized by HRC, the prime proposer must submit the following HRC forms in a separate sealed envelope marked "HRC Forms" with the proposal. Failure to complete or submit any of the HRC Forms may cause the proposer to be deemed non-responsive and ineligible for contract award.

Review the specific instructions and requirements on each HRC form.

1. **Form 2A: HRC Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants listed on this form for LBE subconsultant credit. Check the appropriate box under Ratings Bonus.
2. **Form 2B: HRC "Good Faith Outreach" Requirements Form:** Document solicitation of LBE participation. This form must be submitted EVEN IF the LBE subconsultant goal has been met. Attach supporting documentation.
3. **Form 3: HRC Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: HRC Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: HRC Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.
6. **HRC 12B-101 Form:** Submit only if the Prime Consultant is not already in compliance with Equal Benefits Requirements. This form is available on the HRC website at www.sfgov.org/sfhumanrights.

- B. Note the following information:

1. HRC Attachment 2 forms are available on the HRC website at www.sfgov.org/sfhumanrights.
2. Except where the contract awarding authority has obtained a waiver from HRC, any proposal submitted without a completed Form 2A and Form 2B may be deemed non-responsive and rejected.
3. The LBE subconsultanting goal can only be met with HRC certified LBEs identified on the HRC LBE directory website at www.sfgov.org/sfhumanrights.

C. HRC Contract Performance Forms

The following HRC forms are submitted with progress and final payment requests.

Review instructions and specific information requested on each form:

1. **Form 7: HRC Progress Payment Form:** Submit to Contract Awarding Authority and to HRC for each payment request. *Note:* Page 2; column "A" of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: HRC Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and HRC following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment for this reporting period.
3. **Form 8: HRC Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE subconsultant and vendor (including lower tier subconsultants & vendors).



ATTACHMENT J (cont.)

4. **Form 10: HRC Contract Modification Form:** This form shall be completed by the Consultant when any (all) amendments, modifications, or supplemental change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

Failure to submit any HRC contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

1.03 "GOOD FAITH OUTREACH" REQUIREMENTS

All proposers shall achieve the LBE goal and undertake adequate good faith outreach as set forth in Section 14B.8(C) of the ordinance to select subconsultants to meet the LBE goal. Under 14B.8(A) of the ordinance, proposals that do not meet the LBE goal set will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook adequate good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error. A proposer shall have contracted an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsultanting goal has been met.

1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of discrimination or non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the HRC Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, HRC Rules and Regulations, or contract provisions pertaining to LBE participation, the HRC Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
 - b. If the non-compliance is not resolved through conference and conciliation, the HRC Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, HRC Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, HRC rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - i) reject all proposals;
 - ii) declare a proposal non-responsive;
 - iii) suspend a contract;
 - iv) withhold funds;
 - v) assess penalties;
 - vi) debarment;
 - vii) deny HRC certification;



ATTACHMENT J (cont.)

- viii) revoke HRC certification; or
 - ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by HRC.
3. The Director's determination of non-compliance is subject to appeal pursuant to HRC Rules and Regulations.
 4. An appeal by a consultant to the Commission shall not stay the Director's findings.
 5. The HRC Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.
- B. Procedure for the collection of penalties is as follows:
1. The HRC Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld.
 2. The HRC Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus:** Certified local business enterprises (LBEs) and non-profit organizations are eligible for an LBE rating bonus on Architecture, Engineering, or Professional Service contracts that have an estimated cost that exceeds \$10,000.
- B. **Application of the Rating bonus:** The following rating bonus will apply to all proposals for Architecture, Engineering, or Professional contracts estimated to cost over \$10,000. The rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews. After Proposers have been scored at each of the stages, the rating bonus will be applied to the scores as follows:
1. 10% for HRC certified LBEs.
 2. 10% for each joint venture, which is composed of only LBEs.
 3. 5% for each joint venture which includes at least 35% (but less than 40%) prime participation by certified LBEs.
 4. A maximum of 7.5% for each joint venture that includes 40% or more in prime participation by certified local LBEs.
 5. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm.
- C. The Rating Bonus does not apply for contracts estimated by the Contract Awarding Authority to be \$10 million and over.



ATTACHMENT J (cont.)

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A. The LBE joint venture partner must be responsible for a clearly defined portion of the work to be performed. The ratings bonus is applied only when the LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall project management, control, and compliance with 14B requirements.
 - 1. The LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
 - 2. Each member of the joint venture partner must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Ordinance. An LBE that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”
 - 3. Unless permission is granted by the HRC Director for good cause shown, the following actions are prohibited: i) the non-LBE partner performing work for the LBE partner; ii) leasing of equipment or property by the LBE partner from the non-LBE partner; and iii) the hiring of the non-LBE partner’s employees by the LBE partner.
 - 4. The LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
 - 5. The LBE JV partner must perform work that is commensurate with its experience.
 - 6. A JV must submit an executed JV agreement and management plan detailing each JV partner’s responsibilities and tasks.
 - 7. A joint venture must obtain a Federal ID number for that entity.
 - 8. A tax registration certificate must be obtained from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and will need to comply with all the requirements stated above.
- C. The proposal items to be performed by LBE joint venture partners must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

EXAMPLE:

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%



ATTACHMENT J (cont.)

Step 2. Calculate LBE JV partner work:

	A	B	C
Description of JV Partners' Scopes of Work	JV Partners' Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
TOTAL JV Partner %	60%	32.5%	27.5%

Step 3. Calculate LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The LBE JV partner's participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTING GOAL

- A. All proposers shall achieve the LBE subconsulting goal and undertake adequate good faith outreach as set forth in Section 14B.8(C) of the Ordinance to select subconsultants to meet the LBE goal. Where there are LBEs available for doing portions of the work normally performed by the proposer with its own staff, the proposer will be expected to make good faith efforts to make portions of such work available for LBEs.

Proposals that do not meet the LBE participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook adequate good faith efforts required by this Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the HRC reasonably shall require to determine the responsiveness of the proposal.

The proposer must contact LBE subconsultants prior to listing them. LBEs must be certified with HRC by the proposal due date to receive LBE subconsulting credit. Failure to comply with this requirement will render a proposal non-responsive.

Additionally, subconsultants should not enter into any agreement that limits their ability to be listed or utilized by more than one proposer.

For a directory of certified LBEs, please go to www.sfgov.org/sfhumanrights.



ATTACHMENT J (cont.)

- C. Any subconsultant who is in the process of appealing the Director's denial of certification or revocation of certification shall not be considered an LBE.
- D. The awarding proposer shall submit performance reports on LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and HRC.
- E. Determination and calculation of LBE subconsultant participation:

- 1. The LBE subconsultant shall be listed to perform a specific task, which is described in the RFP or RFQ.
- 2. If the LBE subconsultant forms a joint venture with a non-LBE subconsultant, the LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

EXAMPLE:

If the total subcontract amount = \$ 1,000,000 of which \$510,000 is the LBE subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE goal.

- 3. All work done by lower-tier LBE subconsultants will be credited toward meeting the goal.

EXAMPLE:

If the total subcontract amount = \$1,000,000, of which \$200,000 is the lower-tier LBE subconsultant's portion, then \$200,000 is credited toward the LBE goal.

- 4. The work provided by the LBE subconsultant must be the same or similar type of work performed by the LBE in the normal course of its business.
- 5. If a Proposer owns or controls more than one business that is HRC certified as an LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsulting goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
- 6. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
- 7. A certified LBE can only be utilized in the discipline(s) for which it is certified by HRC.
- 8. The LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through or conduit.
- 9. An LBE Prime proposer (whether submitting a proposal on its own or as part of a joint venture) cannot count its participation towards meeting the LBE subconsultant goal.

F. Substitution, removal, or contract modification of LBE:

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior HRC approval. Additionally, no new subconsultants shall be added without prior HRC approval.



ATTACHMENT J (cont.)

**PART IV EMPLOYMENT NON-DISCRIMINATION AND ECONOMICALLY
DISADVANTAGED WORKFORCE HIRING PROVISIONS**

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Non-Compliance with Chapter 12B Prior to Contract Award

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

- 1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
- 2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
- 3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. Complaints of Discrimination after Contract Award

- 1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.



ATTACHMENT J (cont.)

2. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
 - b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
 - c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

4.03 TRAINEES – FIRST SOURCE HIRING PROGRAM

A. **Trainee Requirements:** Consultants are required to comply with the City's First Source Program, Administrative Code Section 83, which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally. In addition the City requires consultants to hire a minimum number of professional service trainees in the area of the consultant's expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Number of Trainees	
Project Fees	To Be Hired
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in consultant fees, add one additional trainee)	

2. The trainee must be hired by the prime consultant or by any subconsultant on the project team.
3. No trainee may be counted towards meeting more than one contract goal.
4. A trainee must meet qualifications for enrollment established under the City's First Source Hiring Program as follows:
 - (i) "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
 - (ii) "Economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated "economically disadvantaged" for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.



ATTACHMENT J (cont.)

5. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
6. A summary of a job description and training for the trainee with the rate of pay should be submitted for approval.
7. The trainee's commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee's skill development.



ATTACHMENT J (cont.)

FORM 2A: HRC CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified LBEs can be used to meet the LBE subconsultant goal. An LBE Prime proposer (whether submitting a proposal on its own or as part of a joint venture) cannot count its participation towards meeting the LBE subconsultant goal.

Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Goal %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
Total % of Work: 100%				Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website (http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm) for each firm's status.



ATTACHMENT J (Form 2A cont.)

Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org/sfhumanrights. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



ATTACHMENT J (cont.)

FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form, along with the required supporting documentation must be completed and submitted per the instructions in this form EVEN IF the LBE subconsulting goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). Proposers may obtain a list of certified LBEs from the HRC website: http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm

A proposer must achieve at least 80 points, as determined by HRC, to be deemed compliant with the "good faith outreach" requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

<p>1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.</p>	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
<p>2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (www.sfgov.org/oca)? If so, <u>please enclose a copy of the advertisement</u>. <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.</p>	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)
<p>3. Did your firm identify and select work types (as categorized in HRC's LBE Directory) to meet the LBE subcontracting goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made</u>. The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points.</p> <p>When contacting LBEs, you should provide adequate information about the project.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<input type="checkbox"/> Yes (Up to 45 points)	<input type="checkbox"/> No (0 Points)



ATTACHMENT J (Form 2B cont.)

<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>*“Interested LBE” shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (O Points)</p>
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



ATTACHMENT J (cont.)

FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
3. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



ATTACHMENT J (cont.)

FORM 4: HRC JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project: _____

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of LBE Joint Venture participation.
- b. Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of HRC Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact HRC staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with HRC regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



ATTACHMENT J (Form 4 cont.)

Step 2. Calculate LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total LBE JV Partner %		÷	Total JV %		=	%
------------------------	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)
Name and Title (Print)	Name and Title (Print)
Firm Name	Firm Name
Telephone Date	Telephone Date



ATTACHMENT J (cont.)

FORM 5: HRC EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Indicate the Number of disadvantaged individuals that will be hired as on -the-job-trainees by the entire project team. See §4.03 of HRC Attachment 2.

- a. Estimated Project Fee: _____ \$ _____
- b. HRC on-the-job training goal: _____
- c. Number of on-the-job-trainees that will be hired by the project team _____
- d. If less than HRC goal, explain: _____

- e. Length of training: _____ If less than 12 months, explain _____

Sign below including each joint venture partner.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name and Title (Print)

Name and Title (Print)

Firm Name

Firm Name

Telephone

Date

Telephone

Date



ATTACHMENT J (cont.)

FORM 7: HRC PROGRESS PAYMENT FORM

To be completed by Consultant and submitted to the Contract Awarding Authority and HRC with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee COPY TO: HRC Contract Compliance Officer
Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____

Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be accurate for the progress payment period immediately preceding that of the current payment application attached herewith.

1. Amount of Prime Contract:	\$
2. Amount of Amendments and Modifications to Date:	\$
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$
7. All Previous Gross Amounts Paid to Date:	\$
8. Total Gross Amounts of Progress Payments Requested to Date:	\$
9. Percent Completed (Line 8+ Line 3):	%

Consultant, including each joint venture partner, must sign this form.

<p>_____ Owner/Authorized Representative (Signature)</p> <p>_____ Name (Print)</p> <p>_____ Title (Print)</p> <p>_____ Firm Name</p> <p>_____ Telephone</p> <p>_____ Fax</p> <p>_____ Date</p>	<p>_____ Owner/Authorized Representative (Signature)</p> <p>_____ Name (Print)</p> <p>_____ Title (Print)</p> <p>_____ Firm Name</p> <p>_____ Telephone</p> <p>_____ Fax</p> <p>_____ Date</p>
--	--



ATTACHMENT J (Form 7 cont.)

SECTION 2. For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Attach copies of all invoices from primes/subconsultants supporting the information tabulated for this progress payment.

- Notes:* 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: _____ %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBE subconsultants & vendors. Indicate if the firm is an LBE	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							%
Reimbursable Expenses							%
CONTRACT TOTALS							%



ATTACHMENT J (cont.)

FORM 8: HRC EXIT REPORT AND AFFIVADIT

Prime Consultant must complete and sign this form (Sections 1 and 3) for each LBE subconsultant (incl. each lower tier LBE subconsultant). LBE Subconsultants must complete and sign Section 2 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee COPY: HRC Contract Compliance Officer
FROM (Consultant): _____ Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subconsultants for this contract:

Reporting Date: _____ Contract Name: _____

Name of LBE: _____ Portion of Work (Trade): _____

Original LBE Contract Amount: \$ _____

Change Orders, Amendments, Modifications \$ _____

Final LBE Contract Amount: \$ _____

Amount of Progress Payments Paid to Date: \$ _____

Amount further subbed out to non LBE firms: \$ _____

Amount Owing including all Change Orders, Amendments and Modifications \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2.

To be signed by the LBE Subconsultant or vendor:

I agree I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



ATTACHMENT J (Form 8 cont.)

SECTION 3.

If this form is submitted without the subconsultant's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



ATTACHMENT J (cont.)

FORM 9: HRC PAYMENT AFFIDAVIT

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and HRC within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee

COPY TO: HRC Contract Compliance Officer

Firm: _____

Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (Print) Title

Name (Print) Title

Firm Name

Firm Name

Telephone Date

Telephone Date



ATTACHMENT J (cont.)

FORM 10: HRC CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (Print) Title

Name (Print) Title

Firm Name

Firm Name

Telephone Date

Telephone Date

ATTACHMENT K

STANDARD FORMS

Listing and Internet Addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the SF Administrative Code.

Required Vendor Forms: http://www.sfgov.org/site/oca_page.asp?id=26550

12B & 12C: http://www.sfgov.org/site/sfhumanrights_index.asp?id=4584

14B: http://www.sfgov.org/site/sfhumanrights_page.asp?id=45141

ATTACHMENT L

CHECKLIST OF REQUIRED DOCUMENTS

X	Required Document
	Qualification Questionnaire
	Authorization for Release of Credit Information
	Garage Management Bid Form
	Certification Regarding Lobbying
	Attestation of Compliance
	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
	HRC Chapter 12B Declaration
	Form 2A HRC Contract Participation
	Form 2B HRC "Good Faith Outreach" Requirements
	Form 3 HRC Non-discrimination Affidavit
	Form 4 HRC Joint Venture Form
	Form 5 HRC Employment
	Form 7 HRC Progress Payment Form
	Form 8 HRC Exit Report and Affidavit
	Form 9 HRC Payment Affidavit
	Form 10 HRC Contract Modification Form
	Standard Forms: Listing and Internet Address of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the SF Administrative Code
	Management Fee Proposal Form
	Form of Annual Budget
	Form of Faithful Performance Bond
	Parking-related Businesses in which Operator Has Interest

APPENDIX A

DESCRIPTION OF CITY-OWNED OFF-STREET PARKING FACILITIES

To be provided.

APPENDIX B

PARKING RATE SCHEDULE

http://www.sfmta.com/cms/pgar/documents/GarageRatesasofNovember1_2008.pdf

APPENDIX C

MAINTENANCE STANDARDS

The goal of the SFMTA is to provide the public, at all times, a safe, clean, sanitary, well lighted, and efficient garage. The following maintenance standards are designed to achieve this goal. The Operator shall be responsible for written documentation of all inspections, actions taken to resolve the problem(s) that includes date/time the Director was notified.

1. **Lighting** All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned out bulbs or lamps must be replaced within 24 hours. Non-working fixtures must be repaired or replaced, with energy efficient fixtures within 72 hours. Bulbs or lamps must be secured and must be the same color. Emergency lights must be inspected at least once a week and non-operating battery packs must be changed within 72-hours.

2. **Walls** All walls must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to stairwells, restrooms and their surrounding areas. Graffiti must be removed or painted over within 24 hours. Black marks from bumpers must be painted over as needed but, in no event, not less than once a month.

3. **Odors** Foul odors must be removed within 24 hours. Special attention shall be given to stairwells, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, in no event, not less than once a month.

4. **Cleaning** The entire facility must be cleaned daily, including interior and exterior stairwells, restrooms, parking areas, and sidewalks. Parking areas and Garage floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed.

5. **Steam Cleaning** Steam cleaning of all interior stairwells shall be performed on a quarterly basis and the entire Garage on a semi-annual basis. At the discretion of the Director, steam cleaning may be required to be performed less frequently if the Garage, including interior stairwells, is maintained in a clean and orderly state.

6. **Ventilation Equipment** Thorough cleaning of all ventilation system supply and exhaust vents shall be performed on a semi-annual basis.

7. **Windows** All windows, mirrors and glass cases must be cleaned as needed, but in no event, not less than once a week.

8. **Signs** Signs must be easily understood and professionally made, not hand printed or copy machine reproduced. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Signs must also be repaired or replaced promptly when damaged.

9. **Plants** Any vegetation must be pruned and watered regularly, consistent with water restrictions of the San Francisco Water Department. Weeds must be pulled as needed, but in no event not less than once a month and trees must be pruned once a year.

10. **Safety Equipment** Equipment including fire alarm call boxes, fire extinguishers, and fire hose units must be maintained in good working order and inspected at least once a week. Closed circuit cameras and the intercom system must be inspected at least once a week.
11. **Structural Inspections** Structural inspections including water leaks, exposed rebar, concrete cracks and metal rust must be performed semi-annually.
12. **Sidewalk Inspections** Inspections of the sidewalks abutting the Garage for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a week. In the event any hazards are observed, such hazards shall be reported immediately to the Director.
13. **Other Work** All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.
14. **Instructions** The City reserves the right to instruct the Manager to clean or repair any item which falls under the category of routine maintenance and repair.

If the maintenance standards are not followed, the City may give written notice and the work must be completed within 72 hours thereafter. Nonperformance may result in the City causing such work to be done at the expense of the Manager. Repeated instances of nonperformance will result in the Manager being deemed ineligible to bid on future City Management Agreements.

APPENDIX D

FORM OF MAINTENANCE SCHEDULE
(Parking Facility Name)

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
Lights						
Inspect lights	X					
Replace burnt-out bulbs	X					
Inspect broken fixtures	X					
Replace discolored covers	X					
Cleaning						
Elevator areas	X					
Stairwell areas	X					
Bathroom & lobbies	X					
Parking areas	X					
Pick-up litter	X					
Cashier booths/stations	X					
Windows	X					
Steam-clean stairwells			X			
Ventilation Vents				X		
Steam-clean Garage					X	
Painting						
Paint over graffiti	X					
Paint over foreign marks		X				
Touch-up				X		
Inspect striping				X		
Elevators (if applicable)						
Inspect elevator operations	X					
Professional Periodic Maintenance					X	
Professional inspection						X
Landscaping						
Inspect Irrigation System				X		
Remove Weeds		X				
Prune trees and plants					X	
Signs						
Inspect signs	X					
Repair/replace damaged signs		X				
Mechanical						
Doors open and lock properly	X					
Inspect parking equipment	X					
Inspect HVAC operations				X		
Safety						
Inspect emergency lights	X					
Inspect exit lights	X					
Inspect sidewalks	X					
Inspect fire alarm/equipment	X					
Inspect/Service closed circuit cameras system				X		
Structural						
Inspect for water leaks		X				
Inspect floors for exposed rebar				X		
Inspect concrete for cracks				X		
Inspect metal for rust				X		

APPENDIX E

FORM OF ANNUAL BUDGET

REVENUES

Revenue	Proposed Amount
Parking Revenues	
1b Monthly Parking	
1c Business Validation	
1d Misc. Parking Revenue	
1e Validation	
1f Other (tax-exempt)	
1g Government Parking (tax exempt)	
Gross parking Revenue	
Adjustment to Parking Revenues	
2a Parking Tax	
Net Parking Revenue	
Other Operating Income	
3a Commercial Rent	
3b Sale/Service/Advertising Space	
3c Miscellaneous	
Total Net Revenue	

EXPENSES

Expenses	Proposed Amount
Personnel Expenses	
A1 Administrative Salaries	
A2 Parking Operations Salaries	
A3 Janitorial (non-contract)	
Payroll Expenses	
B1 Payroll Taxes	
B2 SF Business Taxes	
B3 Employee Benefits	
B4 Worker's Compensation	
Utilities	
C1 Electricity	
C2 Water	

Expenses	Proposed Amount
C3 Telephone	
C4 Garbage Pick Up	
Services & Supplies	
D1 Insurance	
D2 Repairs / Maintenance	
D3 On-site Office	
D4 Garage	
D5 Parking	
Management	
E1 Management Fee	
E3 Incentive Fee	
Professional / Personal Services	
F1 Accounting / Bookkeeping	
F2 Annual Audit	
F3 Garage Legal	
F4 Security (Contractual)	
F5 Janitorial (Contractual)	
F6 Personnel Training	
F7 Bank Charges (other than penalties or late fees)	
F8 Uniform Cleaning	
F9 Payroll Processing	
F10 Administrative Services	
F11 Other Contractual Maintenance	
Other Costs	
G1 Taxes & Licenses	
G2 Marketing of Garages	
G3 Garage Claims	
G4 Capital Expenditures	
G5 Miscellaneous	
Total Parking Facility Expense	
Operating Income/(Loss)	

**Note: All applicable proposed budget line items must have a detailed description of the income or expense.
Line items may be added or deleted as appropriate.**

APPENDIX F
MONTHLY REPORT FORM

To be provided.

APPENDIX G

FORM OF FAITHFUL PERFORMANCE BOND

_____ (Surety)

KNOW ALL MEN BY THESE PRESENTS:

That we [Name of Contractor] , as Principal, and [Surety Company] , a _____, as Surety, are held and firmly bound unto the City and County of San Francisco, as Obligees, in the sum of _____ (\$_____) lawful money of the United States of America, to be paid to the City and County of San Francisco for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION is such that

WHEREAS, the Principal has entered into an Agreement, effective _____, 19____, with the City and County of San Francisco, for the provision of a comprehensive parking citation processing and collection system and is required to give this bond in connection therein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all of the covenants, terms and conditions of said Agreement (which by reference is made a part hereof), then this obligation shall be null and void, otherwise to remain in full force and effect; and shall be effective _____, 20____; provided that the Surety hereby agrees to give at least thirty (30) days written notice by certified mail to the City at the following address prior to the expiration or any termination of this bond for any reason: Director of Off-Street Parking, One South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103 and the Controller, City and County of San Francisco, Office of the Controller, 875 Stevenson Street, Room 210, San Francisco, CA 94103.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Signed, sealed and dated this _____ day of _____, 20____.

Principal:

Surety:

APPENDIX H

PARKING-RELATED BUSINESS IN WHICH OPERATOR HAS INTEREST

In accordance with Section 8.7 b. of the Agreement, please provide information requested below for each parking related business.

1. Business name
2. Type of ownership (e.g. full ownership, active partner, silent partner, lease/agreement, etc)
3. Percent of ownership or interest
4. Term of ownership or interest
5. Address of business and phone number
6. Proximity to contract location
7. Type of business
8. Is there any parking related activities associated with this business?
9. If so, type of parking (e.g. attended, valet, unattended, etc.)? Number of marked stalls?
10. Do you anticipate any benefits to the contract garage operations from this business? If so, please describe.
11. Do you anticipate any relationship between contract garage operations and this business? If so, please describe

APPENDIX I

PREVAILING WAGE AND EMPLOYEE RETENTION REQUIREMENTS ADMINISTRATIVE CODE SECTION 21.25-2

Sec. 21.25-2. Prevailing Rate Of Wages And Displaced Work Protection Required For Workers In Public Off-Street Parking Lots, Garages, Or Storage Facilities For Automobiles.

Every Lease, Management Agreement, or Other Contractual Arrangement for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco must require that any Employee working in such public off street parking lot, garage, or storage facility for automobiles be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the Lease, Management Agreement, or Other Contractual Arrangement is being performed, as determined by the Civil Service Commission.

(a) Definitions. For purposes of this Section, the following definitions shall apply to the terms used herein:

(1) "Contracting Officer" shall mean any officer or employee of the City and County of San Francisco authorized to enter into a Lease, Management Agreement, or Other Contractual Arrangement for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco.

(2) "Contractor" shall mean any Person who submits a bid and/or enters into a Lease, Management Agreement, or Other Contractual Arrangement with the City and County of San Francisco for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco as set forth in this Section.

(3) "Employee" shall mean any individual performing work in one of the following classifications: Washing; Polishing; Lubrication; Rent-Car Service; Parking Vehicles; Cashiers; Attendants; Checking Coin Boxes; Non-Attendant Parking Lot Checking; Daily Ticket Audit; Traffic Directors; Shuttle Drivers; and all other incidental duties, whose primary place of employment is in public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco for the Contractor. "Employee" does not include a person who is (a) a managerial, supervisory, or confidential employee, including those employees who would be so defined under the Fair Labor Standards Act; or (b) does not possess or has not maintained a required occupational license.

(4) "Lease, Management Agreement, or Other Contractual Arrangement" shall mean an agreement with the City and County of San Francisco for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City and County of San Francisco.

(5) "Person" shall mean an individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts, or any combination thereof.

APPENDIX I (cont.)

(6) "Prevailing Rate of Wages" shall mean that rate of compensation, including fringe benefits or the matching equivalents thereof, being paid to a majority of workers engaged in the area in which the Lease, Management Agreement, or Other Contractual Arrangement is being performed, if a majority of such workers are paid at a single rate; if there is no single rate being paid to a majority, then the prevailing rate shall be that single rate being paid to the greatest number of workers.

(7) "Public Off-Street Parking Lot, Garage, or Automobile Storage Facility" shall mean any off-street parking lot, garage, or automobile storage facility that is operated on property owned or leased by the City and County of San Francisco.

(8) "Subcontract" shall mean and include any agreement under or subordinate to a prime Lease, Management Agreement, or Other Contractual Arrangement.

(b) Determination of Prevailing Rate of Wage. It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages paid in private employment in the City and County of San Francisco for individuals working in off-street parking lots, garages, or automobile storage facility, including such rate of wages paid for overtime and holiday work, which said Prevailing Rate of Wages shall be fixed and determined as follows:

The Civil Service Commission shall furnish to the Board of Supervisors, within 60 days after the effective date of this Section, and on or before the first Monday in November of each subsequent year, data as to the Prevailing Rate of Wages for individuals working in off-street parking lots, garages, or automobile storage facilities as paid in private employment in the City and County of San Francisco, including wages or overtime and holiday work, and the Board Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of Wages for individuals working in off-street parking lots, garages, or automobile storage facilities as paid for similar work in the City and County of San Francisco in private employment. Such Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the Prevailing Rate of Wages Made in private employment for similar work, until the same is changed by the Board of Supervisors.

In determining the Prevailing Rate of Wages, as provided for in this Section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board of Supervisors shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

(c) Transition Employment Period. All Leases, Management Agreements, or Other Contractual Arrangements covered by this Section shall impose the following obligations on the Contractor for Employees who work at least 15 hours per week

(1) Where the Contracting Officer has given notice that a Lease, Management Agreement, or Other Contractual Arrangement has been terminated or ended, or where a Contractor has given notice of such termination, upon giving or receiving such notice, as the case may be, the terminated or ending Contractor shall, within ten days thereafter, provide to the successor Contractor, the name, date of hire, and employment occupation classification of each Employee who work at least 15 hours per week employed at the site or sites covered by the prospective Contractor at the time of the Lease, Management Agreement, or Other Contractual Arrangement termination. This provision shall also apply to the subcontractors of the terminated Contractor.

APPENDIX I (cont.)

If the terminated Contractor has not learned the identity of the successor Contractor, if any, by the time that notice was given of the Lease, Management Agreement, or Other Contractual Arrangement termination, the terminated Contractor shall obtain such information from the Contracting Officer. If a successor Contractor has not been awarded by the end of the 10 day period, the employment information referred to earlier in this subsection shall be provided to the Contracting officer at such time. Where a subcontractor has been terminated prior to the termination of the Contract, the terminated Subcontractor shall for the purposes of this Section be deemed a terminated Contractor.

(2) A successor Contractor shall retain, for a 90 day transition employment period, Employees who have worked at least 15 hours per week and have been employed by the terminated Contractor or its subcontractors, if any, for the preceding twelve months or longer at the site or sites covered by the Lease, Management Agreement, or Other Contractual Arrangement, providing that just cause does not exist to terminate such Employee. The predecessor contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor. This requirement shall be stated by the City in all initial bid packages involving Leases, Management Agreements, or Other Contractual Arrangements governed by this section.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the terminated Contractor (and subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such 90 day period the successor Contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or subcontractor) from which the successor Contractor (or subcontractor) shall hire additional Employees.

(5) Except as provided in Subsection (3) of above, during such 90 day period, the successor Contractor (or subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Section. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the terminated Contractor or subcontractor that contributed to any decision to terminate the Contract or subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of such 90 day period, a successor Contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Section. If the Employee's performance during such 90 day period is satisfactory, the successor Contractor (or subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or sub-contractor) or as required by law.

(7) All contracts subject to this Section include a provision in which the contractor agrees to require subcontractor to comply with the obligation imposed by this Section.

(d) Enforcement.

(1) An Employee who has not been hired or has been discharged in violation of this Section by a successor Contractor or its subcontractor may bring an action in the Superior Court of the State of California, as appropriate, against the successor Contractor and, where applicable, its subcontractor, and shall be awarded back pay, including the value of benefits for each day during which the violation

APPENDIX I (cont.)

continues, which shall be calculated at a rate of compensation not less than the higher of:

(i) The average regular rate of pay received by the Employee during the last three years of the Employee's employment in the same occupation classification; or

(ii) The final regular rate received by the Employee.

(2) If the Employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(3) This Section is not intended to create a private right of action against the City and County of San Francisco.

(4) **Successor's Prior Employees.** Notwithstanding the provisions of Subsection (c) above, a successor Contractor or subcontractor may replace an Employee otherwise entitled to be retained pursuant to this Section with a person employed by the Contractor or subcontractor continuously for twelve months prior to the commencement of the successor Contract or subcontract in a capacity similar to that proposed under the successor Contract or subcontract. This Section shall apply only where the existing Employee of the successor Contractor or subcontractor would otherwise be laid off work as a result of the award of the successor contract.

(e) **Noncompliance with Wage Provisions; Termination; Penalty.** Where the Contracting Officer determines that a Contractor for the operation of a public off-street parking lot, garage, or automobile storage facility may have violated the prevailing wage requirements of this Section, the Contracting Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). In addition to and without prejudice to any other remedy available, the Contracting Officer may terminate the Lease, Management Agreement, or Other Contractual Arrangement, in which case the Contractor shall not be entitled to any additional payment thereon unless within 30 days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) has established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is attested to by affidavit, proof of compliance with the provisions of this Section. For purposes of this Section, where a Contractor fails to pay at least the Prevailing Rate of Wages to Employees working in public off-street parking lots or garages, the Contractor shall have "cured the violation" once the Contractor reimburses such Employees by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section. In addition to, or instead of terminating the Lease, Management Agreement, or Other Contractual Arrangement, where the Contracting Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer shall assess a penalty (a "willful violation penalty") in the sum of \$50 per day for each Employee for each day the Contractor or Subcontractor fails to pay the Prevailing Rate of Wages, such sums to be deposited in the fund out of which the Lease, Management Agreement, or Other Contractual Arrangement is awarded. The Contracting Officer shall impose such willful violation penalty regardless of whether the Contractor has cured the violation.

(f) **Collective Bargaining Agreements.** Notwithstanding anything to the contrary in this Section, if a Lease, Management Agreement, or Other Contractual Arrangement conflicts with an existing collective bargaining agreement to which a Contractor is a party, the collective bargaining agreement shall prevail. However, the Contractor will be obligated to make good faith efforts to comply with the requirements of its Lease, Management Agreement, or Other Contractual Arrangement that do not conflict with the

APPENDIX I (cont.)

collective bargaining agreement.

(g) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(h) Effective Date and Application. This Section shall become effective 30 days after it is enacted, is intended to have, prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Lease, Management Agreement, or Other Contractual Arrangement to which the City and County of San Francisco is a party, unless such pre-existing Lease, Management Agreement, or Other Contractual Arrangement has been amended after the effective date of this Section.

(i) Public Entities with Coterminous Boundaries with the City and County of San Francisco. It is the policy of the City and County of San Francisco that all public entities with coterminous boundaries with the City and County of San Francisco, including but not limited to the Parking Authority of the City and County of San Francisco, adopt this prevailing wage and employee transition period policy. The Board of Supervisors of the City and County of San Francisco urges all public entities with coterminous boundaries with the City and County of San Francisco, including but not limited to the Parking Authority of the City and County of San Francisco, to adopt this prevailing wage and employee transition period policy.

(j) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

(Added by Ord. 3-03, File No. 021504, App. 1/24/2003)

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Resolution amending Section 902 of the Transportation Code, Division II to add fees for motor coach substitution, said fees to be incrementally increased over a five-year period as follows: FY 2009 at \$8 per hour, FY 2010 at \$10 per hour, FY 2011 at \$12, FY 2012 at \$14 and thereafter based on the National Transportation Database differential between the hourly rates to operate a trolley bus and a motor coach.

SUMMARY:

- On August 19, 2008, the SFMTA Board of Directors continued this item and requested that staff re-examine the proposal in light of comments made by the public.
- Under the authority of Transportation Code, Division I, Section 9.2 (Request for Permission for Temporary use or Occupancy of Public Street) and Section 9.6 (Temporary Use of Streets for Street Fairs), the proposed fee will be charged to applicants for street closures that require motor coach substitutions for electric trolley coaches because the event is held at a location that blocks the electric trolley coach route and requires the establishment of an alternate motor coach route.
- According to the latest National Transportation Database (NTD) schedule of hourly rates by transportation modes, it costs \$14.56 per hour more to run a motor coach than a trolley bus.
- To alleviate hardship to event applicants, it is recommended that the fee be incrementally increased over five years.
- The proposed fees are as follows: FY 2009 at \$8 per hour, FY 2010 at \$10 per hour, FY 2011 at \$12 per hour, FY 2012 at \$14 per hour and thereafter based on the NTD differential between modes.

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Steven Lee

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

The purpose of this board item is to establish a Motor Coach Substitution Fee when street closures for public events require substitution of motor coaches for electric trolley lines.

GOAL

This item helps further the following goal and objectives of the SFMTA Strategic Plan:

Goal 4 - Financial Capacity: To ensure financial stability and effective resource utilization

4.1 Increase revenue by 20% or more by 2012 by improving collections and identifying new sources

4.2 Ensure efficient and effective use of resources

DESCRIPTION

Ordinance 45-08, passed by the Board of Supervisors on March 18, 2008, repealed the Traffic Code and enacted Division I of the new Transportation Code. Sections 9.2(a) (Request for Permission for Temporary use or Occupancy of Public Street) and 9.6(b) (Temporary Use of Streets for Street Fairs) of Division I authorize the SFMTA Board of Directors to impose fees in the event of temporary street closures. Street closure applications are reviewed and permitted through the Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT). Some street closures require motor coach substitutions for electric trolley coaches because the event is held at a location that blocks the electric trolley coach route necessitating the establishment of an alternate motor coach route. Parades and other civic events that impact trolley lines permitted by the Police Department under Article 4 Sections: 366-379 of the Police Code are not subject to fees established under Article 9 of the Transportation Code.

The Municipal Railway fee first established in 1988 was \$6.00 per electrically powered vehicle hour per line affected and was based on the estimated cost incurred to utilize motor coaches as substitutions for electric trolley lines impacted by the street closure. The current rate used is \$6.31 per hour.

The National Transportation Database (NTD) is updated annually and provides a schedule of hourly rates by modes of transportation (light rail vehicles, cable cars, trolley buses and motor coaches) operated by the SFMTA Municipal Railway based on operating expenses per mode for vehicle maintenance, non-vehicle maintenance and general administrative costs divided by revenue hours by mode. The latest NTD schedule shows a rate of \$130.88 per hour and \$145.44 per hour, respectively, for trolley buses and motor coaches. The difference between a trolley bus and motor coach is \$14.56 per hour.

While the current differential is \$14.56 per hour, to alleviate hardship to event sponsors, it is recommended that the fee be incrementally increased over five years by \$2 per year and thereafter based on the annually established NTD hourly rates.

Table 1 below shows typical annual events that require motor coach substitutions for electric trolley lines and supplemental motor coaches used to bridge F-lines impacted by events.

Table 1 – Trolley Lines Impacted by Typical Events and Fairs

Typical Events and Fairs	Days	Lines Requiring Substitution / Supplement (# of Motor Coaches)
Chinese New Year Parade	1	<ul style="list-style-type: none"> • 1 California (18) • 30 Stockton (25) • 45 Union (9)
Carnival Parade	1	<ul style="list-style-type: none"> • 14 Mission (17) • 33 Stanyan (5) • 49 Van Ness (17)
S.F. Pride Parade	1	<ul style="list-style-type: none"> • Fulton – owls (3) • 24 Divisadero (7) • 33 Stanyan (5)
Sunday Streets	2	<ul style="list-style-type: none"> • 24 Divisadero (14) • F Market (10)
Outside Lands Festival	3	<ul style="list-style-type: none"> • 5 Fulton (3)
Halloween	1	<ul style="list-style-type: none"> • 24 Divisadero (13) • 33 Stanyan (7) • F Market (10)
Pre-Halloween in Castro	1	<ul style="list-style-type: none"> • 24 Divisadero (7) • F Market (10)
Bay to Breakers*	1	<ul style="list-style-type: none"> • 5 Fulton (17)
San Francisco Marathon*	1	<ul style="list-style-type: none"> • Parnassus (5) • 22 Fillmore (17) • 33 Stanyan (5)
Fillmore Jazz Festival*	2	<ul style="list-style-type: none"> • 3 Jackson (10) • 22 Fillmore (26)
Black & White Ball*	2	<ul style="list-style-type: none"> • 49 Van Ness (34)
Cole Valley Street Fair*	1	<ul style="list-style-type: none"> • 6 Parnassus (5)
Castro Street Fair*	1	<ul style="list-style-type: none"> • 24 Divisadero (7) • 33 Stanyan (5)
Union Street Fair*	2	<ul style="list-style-type: none"> • 45 Union (17)
Haight Street Fair*	1	<ul style="list-style-type: none"> • 33 Stanyan (5)
Juneteenth Festival*	2	<ul style="list-style-type: none"> • 5 Fulton (2) • 22 Fillmore (2)
Pink Saturday*	1	<ul style="list-style-type: none"> • 24 Divisadero (7) • 33 Stanyan (5)

* Typical events subject to Article 9 of the Transportation Code

Notice of this public hearing for this fee was published pursuant to the requirements of Charter §§ 4.104 and 16.112. The City Attorney's Office has reviewed this report and Board Resolution.

ALTERNATIVES CONSIDERED

SFMTA staff met with several event sponsors to discuss the proposed fees and the financial impact on future events. Event sponsors have submitted a suggested fee schedule that proposed no increases for FY 2008-2009 and a \$2.00 per year increase to the fee of \$6.31 per hour. The event sponsors also cited the following factors for consideration:

- Street fairs generate fare income to Muni on the days of the event.
- Street fairs promote and encourage ridership for Muni which helps relieve auto congestion, reduces pollution and complies with the "Green" campaign.
- Street fairs and Muni can form a partnership in order to inform the public of the various SFMTA services and outreach programs it provides.

FUNDING IMPACT

The Municipal Railway is currently absorbing the increased operating expense associated with providing continued services when major events and street fairs impact electric trolley lines.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No other approvals are required. The SFMTA Board has the authority to establish the proposed fee.

RECOMMENDATION

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors adopt the attached resolution amending Section 902 of Division II of the Transportation Code to establish a Municipal Railway fee for motor coach substitution in the following amounts: FY 2009 at \$8 per hour, FY 2010 at \$10 per hour, FY 2011 at \$12, FY 2012 at \$14 and thereafter based on the National Transportation Database differential between hourly rates for a Trolley Bus and Motor Coach.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, Ordinance 45-08, passed by the Board of Supervisors on March 18, 2008, repealed the Traffic Code and enacted Division I of the Transportation Code that became effective after July 1, 2008, when the San Francisco Municipal Transportation Agency Board of Directors adopted Resolution No. 08-120, Division II of the Transportation Code; and,

WHEREAS, Sections 9.2(a) (Request for Permission for Temporary use or Occupancy of Public Street) and 9.6(b) (Temporary Use of Streets for Street Fairs) of Division I authorize the SFMTA Board of Directors to impose fees associated with applications for temporary street closures for public events; and,

WHEREAS, In 1988, the Municipal Railway (Muni) first established a fee of \$6.00 per electrically powered vehicle hour per line affected based on the estimated cost incurred to run motor coach substitutions for electric trolley lines impacted by street closures; and,

WHEREAS, The latest National Transportation Database schedule of hourly rates by transportation modes for Muni reflects that it is \$14.56 per hour more expensive for Muni to run a motor coach than a trolley bus; and,

WHEREAS, To alleviate hardship to event sponsors, staff recommends that the proposed fee be incrementally increased over five years; and,

WHEREAS, A public hearing on this revised fee amount was noticed in compliance with the requirements of Charter Sections 4.104 and 16.112 and that a hearing was held before the SFMTA Board of Directors on February 3, 2009; now, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the attached amendment to Section 902 of the Transportation Code, Division II, to add fees for motor coach substitution, said fees to be incrementally increased over a five-year period as follows: FY 2009 at \$8 per hour, FY 2010 at \$10 per hour, FY 2011 at \$12, FY 2012 at \$14 and thereafter based on the National Transportation Database differential between the hourly rates to operate a trolley bus and a motor coach.

I certify that the Municipal Transportation Agency Board adopted the foregoing resolution at its meeting of _____.

Secretary, Municipal Transportation Agency Board

[[Amending Division II of the Transportation Code to add fees for motor coach substitution.]

Amending Section 902 of the Transportation Code, Division II to add fees for motor coach substitution, said fees to be incrementally increased over a five-year period.

NOTE: Additions are *single-underline italics Times New Roman*;
deletions are ~~*strike-through italics Times New Roman*~~.
Board amendment additions are double-underlined;
Board amendment deletions are ~~strikethrough-normal~~.

The Municipal Transportation Agency Board of Directors of the City and County of San Francisco enacts the following regulations:

Section 1. The San Francisco Transportation Code is amended by amending Division II, Section 902 to read as follows:

SEC. 902. GENERAL PERMIT CONDITIONS.

The following general provisions apply to all permits issued under this Article.

(a) Application and Renewal. Permit applications must be submitted on a form supplied by the SFMTA. All required application fees must be paid and all permit requirements satisfied before a permit may be issued. The SFMTA may require any information of the applicant which it deems necessary to carry out the purposes of this Article. Permits may be renewed annually in compliance with any renewal procedures established by the SFMTA.

(b) Display of Permit. Permittees must maintain the permit at the site of the permitted activity and available for inspection in accordance with any requirements for permit display as may be established by the SFMTA, and shall make all permits available for inspection upon request by an employee of the Police Department or SFMTA.

(c) Prior Payments Required. No permit shall be issued or renewed until the applicant has paid all permit fees that are due to the SFMTA. No permit shall be issued to any applicant who is responsible for payment of one or more delinquent citations for violation of any provision of this Code or the Vehicle Code until all fines and fees associated with the citation are paid in full.

(d) Permit Fees. Fees for permits issued pursuant to this Code are as follows:

Table 902(d):

<p>Special Traffic Permit (§ 903)</p>	<p>Base Permit Fee: \$132.00</p>	<p><u>Daily Fee:</u> \$26.00 per day for use of the permit \$150.00 late fee if application received later than two full working days in advance-SFMTA also reserves the right to refuse late applications</p>	<p><u>Removal/Relocation Fee:</u> \$50.00 for the removal or relocation of each sign \$75.00 for removal or relocation of each pole \$200.00 per Parking Space for the temporary relocation of colored curbs zones, including painting \$350.00 per Parking Space for permanent relocation of colored curb zones, including painting. Any labor and materials costs for pavement striping or signal adjustment</p>
<p>Temporary Exclusive Use of Parking Meters (§ 904)</p>	<p>Base Permit Fee: \$4.00 per 25 linear feet of construction frontage per day, including weekends and holidays</p>		

Residential Area Parking Permit (§ 905)	Base Permit Fee: <u>Legal Residents and Commercial Property Owners/ Lessees:</u> \$74.00 if purchased in the first six months of permit year; \$37.00 if purchased in the last six months of the permit year. <u>Additional Permits:</u> 5 th Permit: Twice the annual permit fee 6 th Permit: Three times annual permit fee Each permit over six permits: Four times annual permit fee	<u>New Resident / New Resident Vehicle:</u> \$25.00 per week up to four weeks; \$40.00 for a four-week permit <u>Visitor/Rental Vehicle:</u> \$5.00 per day; \$25.00 for a consecutive two-week period; \$37.00 for a consecutive four-week period; \$49 for a consecutive six-week period; \$62 for a consecutive eight-week period. <u>Health Care Worker /Foreign Consulate Permits:</u> \$74.00 if purchased in the first six months of permit year; \$37.00 if purchased in the last six months of permit year. <u>Educational Institution Permits:</u> \$74.00 per permit year regardless of the date of purchase or renewal. Permit Transfer Fee: \$10
Contractor Permit (§ 906)	Base Permit Fee: \$617.00 if issued between June 1 and November 31; \$309.00 if issued between December 1 and May 31.	Permit Transfer Fee: \$35
Vanpool Permit (§ 907)	Base Permit Fee: \$74.00/year	
Carpool Permit (§908)	Base Permit Fee: \$74.00/year	
Farmer's Market Parking Permit (§ 801(c)(18))	Base Permit Fee: \$115.00 for 3 months	

<p>Temporary Street Closures Permits</p> <p>(Division I, Article 9)</p>	<p><u>Neighborhood Block Party</u></p> <p>More than 60 days in advance: \$150.00</p> <p>Fewer than 60 days in advance: \$200.00</p> <p>Fewer than 30 days in advance: \$400.00</p> <p>Fewer than 7 days in advance: \$450.00</p>	<p><u>All Other Events</u></p> <p>More than 60 days in advance: \$450.00</p> <p>Fewer than 60 days in advance: \$550.00</p> <p>Fewer than 30 days in advance: \$650.00</p> <p>Fewer than 7 days in advance: \$750.00</p>
<p><u>Temporary Street Closures (Division I, Article 9, §§ 9.2 and 9.6)</u></p> <p><u>Motor Bus Substitution Fee</u></p>	<p><i><u>Fiscal Year 2009: \$8.00/hour</u></i></p> <p><i><u>Fiscal Year 2010: \$10/hour</u></i></p> <p><i><u>Fiscal Year 2011: \$12.00/hour</u></i></p> <p><i><u>Fiscal Year 2012: \$14.00/hour</u></i></p> <p><i><u>Subsequent to Fiscal Year 2012: based on the National Transportation Database differential between hourly rates for a trolley bus and a motor coach</u></i></p>	