

**THIS PRINT COVERS CALENDAR ITEM NO. :** \_\_\_\_\_

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

**DIVISION:** Finance and Administration

**BRIEF DESCRIPTION:** Authorizing the Executive Director/CEO to execute the Fifth Amendment with Serco Management Services for Meter Coin Collection, Counting and Management Services, to extend the current agreement by two years, to June 3, 2010 and increase the contract by \$7 million, for a contract not-to-exceed amount of \$58 million; and authorizing the Executive Director/CEO to execute the *SFpark* Program Agreement, including the related pilot projects, with Serco Management Services for a term of two years, and a not-to-exceed amount of \$23 million.

**SUMMARY:**

- On May 13, 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved a five-year Agreement with Serco Management Services for a Parking Meter Management System.
- There have been four modifications to the original Agreement, the first three did not modify the scope of work or the not to exceed amounts.
- The Fourth Amendment extended the contract term for three years, to June 3, 2010 and raised the not to exceed amount by \$10 million, for a total of \$60 million.
- The Board of Supervisors reduced the Fourth Amendment to a one year extension (June 3, 2008) and a not to exceed amount of \$51 million.
- Although the MTAB has already approved the three-year time extension, there have been modifications to the scope of work that will impact the not to exceed amount.
- Both the amended scope of work and the revised not to exceed amounts require approval by the SFMTA Board of Directors through the Fifth Amendment.
- In addition to the Fifth Amendment, staff also requests authorization to enter into a new contract with Serco Management Systems to allow Serco to support the SFMTA's new *SFpark* parking management program.
- Funds for the new contract will be provided through a U.S. Department of Transportation Grant in association with the Urban Planning Program.

**ENCLOSURES:**

1. MTAB Resolution
2. Fifth Amendment – Meter Contract
3. SFpark Pilot Project Contract

**APPROVALS:**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

**DATE**

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FINANCE

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EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION

BE RETURNED TO

Lorraine Fuqua

**ASSIGNED MTAB CALENDAR DATE:** \_\_\_\_\_

**EXPLANATION:**

**Background of Existing Meter Agreement**

On May 13, 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved a five-year Agreement with Serco Management Services for a Parking Meter Management System. The Agreement, which went into effect June 4, 2002, has provided the SFMTA with the following services:

- Removal of 23,000 broken down mechanical meters throughout the City (excluding the Port of San Francisco), and installation of 23,000 single space and 250 multi-space electronic meters.
- Improved coin collection services that allow for more flexibility in collections procedures and the option to collect revenue through the use of Smart Card (pre-paid meter debit card) technology
- Improved coin counting services, including regular interval weighing and counting of various coin denominations (dime, nickel and quarter).
- Development of an integrated software database system that links various components of the meter system and allows tracking of Smart Card usage.
- Quick access to replacement meter parts, as needed.

There have been four modifications to the original Agreement. The first three were approved by the Executive Director/CEO under his contracting authority:

- The First Amendment, dated October 9, 2002, provided clarification of labor and management fees within the Agreement.
- The Second Amendment, dated May 25, 2005, provided further clarification of labor and management fees, and authorized the Contractor to develop and implement the Smart Card Program, which was included in the scope and budget of the contract.
- The Third Amendment, dated August 26, 2005, modified collection and coin counting rates because there was an increase in the number of coins deposited into meters, due to increased meter rates. The Third Amendment also allowed the SFMTA to purchase additional smart cards.

**The Fourth Amendment and Subsequent Modifications**

The Fourth Amendment, dated June 4, 2007, continued existing services; required the Contractor to upgrade the existing server and retrofit 55 handheld devices; provided armored car collection services for the public garages managed by the Parking Authority and the SFMTA expand services *upon SFMTA request*, and added the option to enlist the assistance of the Contractor to provide service enhancements including technology to provide assistance in primary audits, Muni fare revenue and the distribution, marketing and expansion of parking card services.

The SFMTA Board of Directors approved the Fourth Amendment on April 17, 2007 (Resolution 07-052). The amendment extended the Agreement for three years, until June 3, 2010, and increased the not-to-exceed amount from \$50 million to \$61 million.

When the amendment went before the Board of Supervisors (BOS) on May 22, 2007, the BOS reduced the term of the contract extension to one year, with an expiration date June 3, 2008, and reduced the not to exceed amount to \$51 million (BOS resolution 277-07).

### Revenue Collected and Expenses Incurred under Agreement

Prior to the Agreement with Serco, the SFMTA collected less than \$15 million in annual revenue. Since the agreement has been in place, collection rates have averaged approximately \$24.1 million annually before meter rate changes, and \$29.5 million after meter rate changes.

<b>Meter Revenue</b>
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Year	Amount
<b>FY 2001-02</b>	\$12,446,169
<b>FY 2002-03</b>	\$14,203,884
<b>FY 2003-04</b>	\$24,107,482
<b>FY 2004-05</b>	\$24,148,426
<b>FY 2005-06</b>	\$29,405,468
<b>FY 2006-07</b>	\$29,500,000
<b>FY 2007-08 (thru 02-08)</b>	\$16,165,283

### Expenses Incurred under Agreement

<b>Meter Expenses</b>
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Year	Amount
<b>Contract year 1 (includes meter installation costs)</b>	\$30,854,505
<b>Contract year 2</b>	\$2,812,315
<b>Contract year 3</b>	\$2,661,890
<b>Contract year 4</b>	\$4,525,077
<b>Contract year 5</b>	\$4,641,693
<b>Contract year 6 (through February 2008)</b>	\$4,953,159

### Current Situation and Need for Fifth Amendment

The current agreement will expire on June 3, 2008. Although the MTAB has already approved the three-year time extension, there have been modifications to the scope of work. The modifications are as follows:

- San Francisco Port Coin Collections and Coin Counting Services and Meter procurement. Contractor shall provide 15- multi-space meters, a multi-space collection crew and a collection vehicle to collect coins from the Port of San Francisco meters. The Port will reimburse the SFMTA for costs.
- The option to expand coin and currency counting services for the SFMTA, upon SFMTA request.
- Coin room software services enhancements.
- The option to add kiosks at the nine SFMTA metro stations, in support of future

Debit/Credit, SmartCard and Translink transactions.

The amended scope of work and the new not-to-exceed amount increase of \$7 million, for a total not-to-exceed amount of \$58 million, require approval by the SFMTA Board of Directors. The new not-to-exceed amount requires approval by the Board of Supervisors.

### **Ties to SFpark Program**

In addition to the proposed Fifth Amendment, staff will also request authorization to enter into a new contract with Serco Management Systems to allow Serco to support the SFMTA's new SFpark parking management program. Beginning this summer, SFpark will initiate several pilot projects to test policies, technology and enforcement strategies in various neighborhoods and commercial districts throughout San Francisco. These pilot projects will build the foundation for a citywide parking management program. The details of the SFpark program and the associated pilot projects are described in detail in a companion staff report that will be presented to the Board at the April 15 SFMTA Board meeting.

The new contract will encompass all materials and service support for the pilots projects associated with the SFpark program. The SFpark pilot projects are funded from an \$18.4 million grant the U.S. Department of Transportation as part of its Urban Partnership Program (UPP). The contract term is two years. The not to exceed amount is \$23 million.

The reasons Serco will be used as a sole source vendor for this contract are as follows:

- The U.S. Department of Transportation's (DOT) UPP grant was funded in March 2008. DOT requires its funding grant to be spent by September 2009. The sole source contract with Serco will allow the SFMTA to achieve specific project milestones consistent with this timeline. Individual contracts for various components of the SFpark pilot projects cannot be developed and awarded in time to meet this funding deadline.
- Serco provides the San Francisco Parking Management (SFPM) software that will be used to monitor, track and evaluate data received from the pilot programs.
- Serco has the existing infrastructure to immediately implement the pilot programs.

### **Benefit to the SFMTA 2008 – 2012 Strategic Plan:**

The SFMTA will further the following goals of the Strategic Plan through adoption of the Fifth Amendment to the Meter Coin Collections and Counting Services Agreement, and to the proposed Agreement to support the SFpark program in the following areas:

- Goal #2: System Performance
  - 2.4 Reduce congestion through major corridors
  - 2.5 Manage parking supply to align with SFMTA and community goals
- Goal #3: External Affairs-Community Relations
  - 3.2 Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits.
- Goal #4: Financial Capacity
  - 4.1 Increase revenue by 20% by 2012 by improving collections and identifying new sources.
  - 4.2 Ensure efficient and effective use of resources
- Goal #5: SFMTA Workforce
  - 5.1 Increase renounces available to employees in performing their jobs
- Goal #6: Information Technology: identify, develop and deliver new and enhanced systems and technologies to support SFMTA's 2012 goals.

### **Required Reviews**

The City Attorney's Office has reviewed the report. The contracts will not be signed by the City Attorney at this time, because both must also be approved by the Board of Supervisors. The SFMTA Contract Compliance Office has reviewed the report.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. \_\_\_\_\_

WHEREAS, On May 13, 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved a five-year Agreement with Serco Management Services (“Serco”) for a Parking Meter Management System; and,

WHEREAS, There have been four modifications to the original Agreement, the first three of which did not modify the scope of work or the not-to-exceed amounts; and,

WHEREAS, The SFMTA Board, through the Fourth Amendment to Resolution No. 305-02, extended the contract term for three years, from June 3, 2007 to June 3, 2010, and raised the not-to-exceed amount by \$10 million, for a total of \$60 million; and,

WHEREAS, When the Board of Supervisors approved the Fourth Amendment to the Agreement with Serco they reduced the not-to-exceed amount to \$51 million from \$60 million; and,

WHEREAS, Since the Fourth Amendment was approved, there have been modifications to the scope of work that require adjustments to the not-to-exceed amount; and,

WHEREAS, The proposed Fifth Amendment to Resolution No. 305-02 amends the scope of work to include installation of 150 multi-space parking meters and coin collection and counting services for the Port of San Francisco, the option to expand coin and currency counting for the SFMTA, and various enhancements to coin counting software and smart card programs; and,

WHEREAS, The SFMTA is preparing to implement *SFpark* and its related pilot projects; and,

WHEREAS, The SFMTA Board endorses the *SFpark* program and its related pilot projects; and,

WHEREAS, The U.S. Department of Transportation, under its Urban Partnership Program (UPP), also supports *SFpark* and is providing up to \$18.4 million in funding for *SFpark* pilot programs; and,

WHEREAS, The SFMTA will provide local matching funds of \$4.6 million; and

WHEREAS, The Executive Director/CEO has determined that it is necessary and appropriate to award this contract to Serco without a competitive bidding process because a competitive process would be infeasible given the need for the equipment vendor to access Serco's proprietary revenue collections and reporting systems and due to Serco's unique knowledge and experience as the vendor of the existing proprietary meter equipment and software, and on that basis the California Department of Transportation, the funding agency, has approved the award of the contract to Serco as a sole-source; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute the Fifth Amendment with Serco Management Services for Meter Coin Collection, Counting and Management Services to expand the scope of services to include: installation of 150 multi-space parking meters and coin collection and counting services for the Port of San Francisco; the option to expand coin and currency counting for the SFMTA; and implement various enhancements to coin counting software and SmartCard programs and increase the contract by \$7,000,000 for an amount not to exceed \$58,000,000; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors endorses the *SFpark* program and the related pilot projects; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors finds that it is in the public interest to award a sole source Agreement to Serco Management Services, Inc. for Administrative Services in Support of the *SFpark* Program and the related pilot projects for a term of two years to June 3, 2010, and for an amount not to exceed \$23,000,000, and authorizes the Executive Director/CEO to execute that Agreement, and be it

FURTHER RESOLVED, That the SFMTA Board of Directors requests that the Board of Supervisors approve the Agreements.

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

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board of Directors

**CITY AND COUNTY OF SAN FRANCISCO**  
**MUNICIPAL TRANSPORTATION AGENCY**

**FIFTH AMENDMENT**

THIS AMENDMENT (this "Amendment") is dated for convenience as June 1, 2008, made in Francisco, California, by and between Serco Management Services, Inc. ("Contractor" or "Serco"), and the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency ("City" or "SFMTA").

**RECITALS**

- A. City and Contractor have entered into the Agreement (as described below); and
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

**1. Definitions.** The following definitions shall apply to the Agreement, as modified by this Fifth Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated December 14, 2001 between Contractor and City, as amended by the First Amendment, dated October 9, 2002, the Second Amendment, dated May 25, 2005, and the Third Amendment, dated August 26, 2005 and the Fourth Amendment, dated June 4, 2007, and this Fifth Amendment, dated June 1, 2008.

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

**2. Effective Date.**

The modifications to the Agreement effected by this Fifth Amendment shall be effective upon the SFMTA's issuing Notice to Proceed to the Contractor to provide the services and equipment described herein or on June 4, 2008, whichever occurs earlier.

**3. Modifications to the Agreement.**

**The Agreement is modified as follows:**

(a) *Section 3 (Term of the Agreement) is amended to read as follows:*

The term of this Agreement shall commence on June 4, 2002 and shall end on June 3, 2010, unless sooner terminated.

(b) *Section 6.A (1) (Maximum Amount) is amended to read as follows:*

(1) **Maximum Amount.** In consideration for Equipment and Work provided under this Agreement and for the rights in the SFPM System, the City shall pay to Contractor an amount not to exceed Sixty-One Million Dollars (\$61,000,000).



(c) *Section 26 (Liquidated Damages) is amended with the addition of the following sentence at the end of the section:*

**26. Liquidated Damages.**

By entering into this Fifth Amendment, Contractor agrees that in the event the services and equipment to be provided by Contractor under this Fifth Amendment, are delayed beyond the scheduled milestones and timelines as provided in the Contractor's Project Schedule, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees to pay to the SFMTA the current average daily meter collection amount for the block in which the delayed meters were to be located for each day the completed installation of functional parking meters is delayed due to the contractor's action or inaction. Contractor agrees that said amount is not a penalty, but is a reasonable estimate of the damages the City will incur, established in light of the circumstances existing at the time this Fifth Amendment was approved by the parties, including but not limited to the loss of use of improved revenue collection and handling that the City will incur due to Contractor's delay. The City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by the SFMTA.

(d) *Section 45 (Requiring Minimum Compensation for Covered Employees) is replaced in its entirety to read as follows:*

**45. Requiring Minimum Compensation for Covered Employees**

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

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

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

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

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

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

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

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

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

*(e) Appendix A. Section VIII (Smart Card Program) is amended in its entirety to read as follows:*

**VIII. Smart Card Program**

Serco shall provide the SFMTA necessary management personnel, staff, technology and equipment to enable the use of Smart Cards for payment of parking using the MacKay E-Purse and Reino multi-space parking meters.

This task will be carried out in two phases. As more fully described below, in Phase 1 of the Smart Card Pilot Program, Contractor shall assist the SFMTA in evaluating the viability of applying Smart Card technology to parking meters, and the prospects of use/acceptance of payment by Smart Card by motorists. Phase 2 – Full System Activation is an option to be exercised in the City's discretion after Phase 1 is complete, and the SFMTA has evaluated the success of the Pilot Program. Phase 2 is not addressed or further modified in this Fifth Amendment.

**A. Phase I, Smart Card Pilot Program**

At the City's direction, Serco shall fully cooperate with the Metropolitan Transportation Commission's (MTC) TransLink® contractor, Motorola/ERG, to implement a Smart Card Pilot Program (Pilot Program) using the TransLink® card. All costs associated with this Smart Card Pilot Program and, if successful, full implementation of the Smart Card in all City parking meters, shall be born by the TransLink® program.

1. The Pilot Program will run for three months, or longer if required by the City, commencing on a date to be established by the City.
2. Prior to the start of the Pilot Program, the City shall provide Serco with a copy of the clearinghouse agreement that the City has entered into with the MTC regarding the TransLink® card.
3. Serco shall purchase the TransLink® Security Authentication Modules (SAMS) for the City to install in the Pilot Program meters.
4. Serco shall develop the necessary software so that the MacKay E-Purse operating software will be able to accept TransLink® card payments.
5. Serco shall provide a dedicated Smart Card Pilot Program Manager for the Smart Card Pilot Program. The Pilot Program Manager shall be responsible for implementing and managing the Pilot Program and shall report to Serco's Contract Manager.
6. Serco shall not be responsible for the distribution and sale of the TransLink® cards.
7. Serco shall be responsible for managing and maintaining the transaction processing software for the term of the Pilot Program. Serco shall provide weekly transaction, audit and meter performance reports to the City.
8. Serco shall transmit transaction data to the TransLink® Card Service Center in compliance with the City's clearinghouse agreement with MTC.
9. Serco shall provide the City with a project report no more than one month after the end of the project. The report shall provide statistics on user acceptance and meter performance. In addition, in the report Contractor shall offer a recommendation whether to proceed with full implementation of Smart Cards in parking meters throughout the City.
10. At the end of the Pilot Program, Contractor shall not remove the SAMS from the parking meters on which they are installed, regardless of the success of the Pilot Program. If the City in its sole discretion determines at the end of the Pilot Program that the program has not been successful, Serco and the City will deactivate all SAMS six months after the Pilot Program ends.
11. Upon written direction from the SFMTA, Contractor shall provide management, support and maintenance of thirty (30) Smart Card kiosks at nine (9) locations designated by the SFMTA. Contractor shall not be responsible for the design or development of kiosks, but shall implement kiosks as determined by SFMTA.
12. Upon written direction from the SFMTA, Contractor shall activate TransLink services on parking meters. If the SFMTA opts to activate Trans Link services on parking meters, Contractor shall negotiate costs associated with implementing associated services with the SFMTA. Activation of this service assumes that (1) Contractor will be able to coordinate activity with TransLink representatives and meter subcontractors, and (2) that Security Authentication Module (SAM) activation includes physical SAM chip installation into parking meters and will not require a software upgrade for the E-purse mechanism.

Contractor support of TransLink® shall consist of:

- a. Collection
- b. Counting Services
- c. Reconciliation of Transactions
- d. Restock of Supplies
- e. Preventive Maintenance
- f. Installation of TransLink Security Access Module (SAM) chips into parking meters for acceptance of TransLink cards

**PRICING**

SFMTA shall compensate Contractor for installation of TransLink to parking meters as follows:

<b>Service</b>	<b>06-04-08 thru 06-03-09</b>	<b>06-04-09 thru 06-03-10</b>
Monthly Price of Kiosk	888.75	924.34
SAM Activation Crew weekly rate	2,595.89	2,700.16
One Time Cost for GPS and cash boxes	40,351.50	N/A
Parking Meter Cards	135,000.00	145,000.00

*(f) Appendix A (Performance Specifications), Section XIII (Coin Counting Services) is amended in its entirety to read as follows:*

**XIII. Coin Counting Services**

**A. General Requirements for City Parking Meters**

Serco shall provide the SFMTA coin counting services Monday through Friday, excluding holidays observed by the City, to ensure that all coins collected from single and multi space parking meters are sorted, counted, and deposited within the same business day. Serco shall also provide coin counting services on City observed holidays, if so directed by the SFMTA.

Serco shall provide a full time Coin Counting Supervisor, who shall report to the Contract Manager, to provide direct supervision of the coin counting services.

Serco shall develop and maintain a set of policies and procedures designed to limit theft and fraud and describing the methodology used to provide the coin counting services. The City and Serco shall jointly own the intellectual property rights to these policies and procedures.

Serco shall provide the City with Contractor's disaster recovery policy, its standard operating procedures, and personnel administration policies within thirty (30) days of the Effective Date of this Fifth Amendment.

**B. Acceptance of Collection Vaults**

When notified of the imminent arrival of a collection crew, the Coin Counting Supervisor will ensure that the vehicle and the area around it are secure before allowing the vehicle into the facility. The Coin Counting Supervisor will collect the daily collection report from the Crew Leader, confirm that the seals on each collection vault are intact, and sign a form acknowledging that the collection crew placed a security seal on each collection vault.

**C. General Coin Counting Services**

Serco's authorized coin counting staff ("Coin Counters") will verify that the collection vault identification number and security seal match those identified on the daily collection report. For single space meters, Coin Counters shall remove the security seal from the collection vault, the security lock and head of the collection box, and empty the contents of the collection vault onto a culling table. Coin Counters will only open one collection vault at a time.

For multi-space meters, Coin Counters will open the cash box with its key and empty the content of the cash box onto a culling table. Once the cash box is empty, Coin Counters will place the cash box in its cradle to download the audit information.

Coin Counters will visually initially inspect all coins for bent coins, foreign coins, slugs, or other problem coins, and then insert the coins into the coin counting machine. Once the machine has completed sorting the coins, Coin Counters will place each denomination of coins into a coin

storage bin that meets the City's cash vault requirements of the City's designated financial institution or bank ("City's Bank"). Coin Counters will take the coin denomination totals provided by the coin sorting machine and record them on a cash vault transmittal slip.

**D. Transportation and Cash Vault Services**

Serco shall contract for transportation and cash vault services with an armored car service that meets the requirements of the City's Bank to which to coins are to be deposited. The armored car service contractor shall deliver the sorted coin bins to the verification center of the City's Bank. Serco shall provide a transmittal report to its armored car contractor of the value of the coins given to it for deposit. Serco shall compare the coin total to the cash vault total when the coins are received and accepted by the armored car contractor. Serco shall be responsible for resolving any discrepancies that may arise between its recorded coin totals and the cash vault totals.

Serco shall contract with an armed guard services to secure Serco's coin counting whenever the armored car service is delayed or is otherwise unable to pickup the coin bins as scheduled.

**E. Facility Requirements**

Serco shall provide a secure facility in San Francisco for coin counting. The coin counting facility must be available to accept collection boxes Monday through Friday from 10 a.m. and 6:00 p.m.

**F. Coin Counting Equipment**

Serco shall provide two high speed coin sorters, two handheld magnetic wands to search for slugs, a two oversize coin culling tables, and towels and cloths to dry wet coins. Contractor shall transfer the equipment purchased by Contractor under this Agreement to the City upon the expiration or termination of this Agreement.

Serco shall enter into a maintenance agreement with a qualified repair company to repair and maintain the coin counting equipment in good condition.

Serco shall contract with another coin counting service to provide back-up coin counting services in the event that neither of Serco's coin counting machines is operational. The contract with the back-up coin counting service shall provide that the City has the right to assume the contract in place of Serco. A copy of that agreement shall be provided to the City within 45 days of the Effective Date of this Amendment. Serco shall notify the City if the back-up coin collection service contract is cancelled or modified in any way.

**G. Uniforms**

Serco shall provide pocketless uniforms approved by the City to all Coin Counters and other Serco staff who have access to the coin counting area. Contractor's employees shall wear the approved uniforms at all times while they are in the coin counting room.

**H. Coin Reporting Requirements**

Serco shall enter all coin counting data into the SFPM on a daily basis. This data will include but is not limited to the date the coins were counted, the coin counter identification number, collection route number, the canister number, the collector identification number, the seal number, and the cash value of each coin denomination. The City may direct Serco to enter additional data into the SFPM on a daily basis. Serco shall comply with any new data requests within ten days.

## **I. Option to Transfer SFMTA Coin and Currency Counting Services**

Upon written direction from the SFMTA, Contractor shall provide additional coin and currency counting services at Contractor's facilities, as described below.

Should the City elect this option, the City shall provide the Contractor a 60-day notice to transfer the additional coin and currency counting operations and infrastructure to the Contractor's facility. Upon written request of the SFMTA, Contractor shall provide personnel during transition at the designated SFMTA facility. The SFMTA shall be responsible for reimbursing Serco its costs for transferring SFMTA's coin counting infrastructure to Contractor's facility. Contractor shall expand its existing facility to incorporate existing SFMTA coin counting equipment and activities. The upgraded facility shall include 24-hour onsite armed security, video surveillance, secure drop off area, currency counting room and a walk-in vault. To the extent permitted by the equipment manufacturers, the SFMTA will transfer the benefit of any applicable warranties and maintenance agreements for the coin counting equipment to Serco.

Contractor shall provide said additional coin and currency counting services seven days a week, including City holidays. Contractor shall ensure that all monies collected are sorted, counted and deposited within 24 hours of receipt.

City personnel or agents shall deliver all coins and currency to Contractor. Contractor shall not provide collections services for coins and currency associated with the additional counting services. SFMTA and Contractors shall jointly develop procedures to assure the accuracy of monies delivered from City to Contractor.

Contractor shall develop and maintain a set of policies and procedures describing the methodology used to provide the additional coin and currency counting services, including daily reconciliation and accountability reporting, and verification of deposits to the City's Bank no later than the next working day. Contractor shall assign a full-time counting manager and two (2) supervisors to SFMTA counting operations during counting operation hours. The counting facility shall be available to accept monies collected from SFMTA fareboxes and gates seven days a week until a time agreed upon with SFMTA. Contractor shall use financial reconciliation software provided by the SFMTA.

Except as otherwise provided in this subsection I, additional coin and currency counting services shall be consistent with the procedural requirements described in other provisions of Section XIII.

*(g) Appendix E (Pricing and Payment Schedule), Section I (Pricing) is amended to read as follows:*

### **I. Pricing**

1. Contractor shall provide the SFMTA the materials listed in the quantities and for the prices listed in the following table.

<b>Product</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
MacKay E-Purse	25,000	397.92	9,948,000.00
MKH4500 Case	25,000	158.60	3,965,000.00
Medeco Electromechanical Locks	25,000	136.96	3,424,000.00
Medeco Mechanical Locks with 1,000 keys	25,000	16.04	401,000.00
PDTS - DAP CE 5320 handheld	55	6,090.50	334,977.50
Reino Two Space (w/ 2 battery packs and electronic lock)	0	3,479.77	0
Reino Four Space (w/ 2 battery packs and electronic lock)	0	3,788.40	0
Reino Six Space	125	4,598.10	574,762.25

<b>Product</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
(w/ 2 battery packs and electronic lock)			
Reino Eight Space (w/ 2 battery packs and electronic lock)	125	4,944.48	618,060.00
Reino Ten Space (w/ 2 battery packs and electronic lock)	0	4,714.29	0
Reino Accessories and Audit Tools, including 400 locks and keys	1	40,449.00	40,499.00
MacKay E-Purse spares	1,500	385.65	578,475.00
MacKay E-Purse spare batteries	5,000	4.57	22,850.00
PDT spare batteries	25	74.57	1,864.25
Medeco Electromechanical Lock Spares	1,000	132.74	132,740.00
Medeco Mechanical Lock Spares	4,000	15.54	62,160.00
Medeco PDT keycords	165	56.60	9,339.00
Decals	50,000	0.34	17,000.00
Parking Meter Management System (including hardware)	1	1,073,784.00	1,073,784.00
Smart Card Program: Stand-Alone Card System	1	\$1,173,863.0	\$1,173,863.00

2. Contractor shall provide the services described in this Agreement, as noted below, for the prices set out in the following tables.

<b>Service</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
Installation Services	Monthly Management fee (8 months)	328,788.63	
	Fit 22,050 single space meter heads (including sleeve)	54.78	
	Install 4,000 new posts (ex double head meters)	111.99	
	Crop 4,282 posts	105.99	
	Straighten 920 posts	104.49	
	Replace 920 posts	264.37	
	Install 110 Reino J Bolt method	2,818.35	
	Install 110 Reino Flange Method.	2,055.51	
		<b>06-04-08 to 06-03-09</b>	<b>06-04-09 to 06-03-10</b>
Collection Services	Monthly management fee	77,743.02	80,286.76
	Single Space Meter Crew (1 driver and 2 collectors – 4 hour shift)	463.12 per hour	474.30 per hour
	Multi-space Meter Crew (1 driver and 1 collector – 4 hour shift)	368.25 per hour	375.59 per hour
Coin Counting Services	Monthly management fee	28,911.75	30,068.42
	Counting Crew – rate per person	28.44	29.57
	Coin Room Spare Parts Allotment	5,000.00	5,000.00
Coin Room Software Services	Coin Room Machine Enhancements	38,472.00	N/A
	Barcode Enhancements	5092.00	N/A

Service	Description	Unit Price	Total
	Asset Management Software	1,132.00	N/A
	Miscellaneous Counting	1,132.00	N/A
SFPM and Product support	Monthly Management Fee	22,337.62	23,300.65

Optional Coin and Currency Counting Services Appendix A, Section XIII.	06-04-08 thru 06-03-09	06-04-09 thru 06-03-10
Counting Labor Hourly Rate	35.20	36.60
Monthly Fixed Management Fee	65,947.86	68,616.74
One Time Construction Fee	356,480.95	N/A

(h) *Appendix E (Pricing and Payment Schedule), Section II (Progress Payment Schedule) is amended to read as follows:*

(i) *Subsection A.4 (Installation Services) is amended to read as follows.*

**4. Parking Meter Installation Services**

As directed by the SFMTA, Serco shall install and repair the installation of parking meters for the prices provided in the following table. The City shall pay the Contractor for installation services on a monthly basis at the rates listed below. The City shall withhold as retention ten percent (10%) of each invoice. When the City formally accepts the installations as complete, as described in Appendix A, section X, the City will remit the retained amount to Contractor.

Service	Quantity Delivered this Period	Quantity Installed to Date	Unit Cost	Total Cost
Meter installation (Monthly fee)			328,788.63	
Installation of new single space meters including sleeve			54.78	
Installation of new post			111.99	
Crop Post			105.99	
Straighten Post			104.49	
Replace Post			264.37	
Reino: J Bolt installation			2,818.35	
Reino: Plate installation			2,055.51	
<b>Total</b>				

Labor Costs	06-04-08 thru 06-03-09	06-04-09 thru 06-03-10
Product Support Technician Hourly Rate	43.12	44.87



(ii) *Subsection B.5 (Related Equipment) is amended to read as follows:*

**5 Related Equipment**

If directed by the City, Contractor shall purchase or otherwise provide additional equipment, related software, and warranty or maintenance service contracts necessary to perform the services under this Agreement. Contractor shall seek no fewer than three bids for such equipment and services, and shall consult with the City prior to purchasing from a vendor that is not the lowest bidder. The City will reimburse the Contractor for the direct costs of the equipment and any related software or warranty service contracts. Contractor shall not charge the SFMTA more than the percentage rates indicated below (over its discounted rate of 20 percent-off of the manufacturer’s list price) for handling and other charges. Contractor shall attach the invoices for the equipment to its reimbursement request.

<b>Procurement Burden</b>	
<b>Single subcontractor, single order (One of multiple line items)</b>	<b>Percentage</b>
\$0 to \$499,999.99	6%
\$500,000 to 749,999.99	5.5%
\$750,000 and higher	5%

(iii) *Subsection B.12 (Coin Room Software Services) is amended to read as follows:*

**12. Coin Room Software Services.** Upon written direction from the SFMTA, Contractor shall provide SFMTA upgraded Coin Counting Software System with integrated bar code scanning capabilities. The upgraded system shall minimize manual interaction (reducing errors) and provide up-to-date technology (hardware and software systems). SFMTA shall permit addition/connection of four (4) computers and printers to the SFMTA network, and network hardware available to connect machines (Ethernet switch ports). Contractor shall provide the SFMTA IT support as referenced in Section 17 of the Agreement. Contractor shall provide all Commercial Off The Shelf (COTS) software and transfer all associated license for the COTS to the SFMTA upon expiration or termination of the Agreement. All software developed by the Contractor and/or Section 17 of the Agreement shall govern Contractor's subconsultants.

The upgrade shall include:

- a. New hardware to operate the system
  - i. 5\* new computers and a network printer
  - ii. 5\* new interface boards and cables to the Coin Counting Machines
  - iii. 5 bar code readers, cabling/wireless interfaces and associated software
  - iv. 1 bar code printer and associated software

*\* One (1) computer shall be a spare computer with interface board and have images of each of the 4 production computers (in case of failure). As well, each production computer and spare shall be configured to have a secondary printer (in case of printer failure). These safeguards shall ensure maximum uptime for the Coin Room.*

- b. New operating systems (Microsoft Windows XP Professional)
- c. Upgraded MST coin counting software with the following features:
  - i. Operates on Windows XP Professional platform/OS
  - ii. Operates in a network environment

- iii. Printing capability via an Ethernet network
- iv. Store CSV files locally or to a network folder
- d. Installation of associated network cabling and interconnect
- e. Asset Management System for vault allocation and tracking using barcodes
- f. Maintenance of system documentation, including updates of modifications and upgrades of software.

**PRICING**

Contractor shall provide the services described in the above section Agreement, as noted below, for the prices set out in the following tables.

<b>Type of Service</b>	<b>Cost</b>
Coin Counting Machine Enhancements	\$38,472.70
Barcode Enhancements	5,092.00
Asset Management Software	1,132.00
Miscellaneous Counting	1,132.00

<b>Hourly Rates for IT support</b>	<b>06-04-08 to 06-03-09</b>	<b>06-04-09 to 06-03-10</b>
SIT Support Rate	\$208.02/hr	218.47/hr
IT Solutions Developer Rate	98.69/hr	102.64/hr
IT Consultant	208.36/hr	216.70/hr

*(iv) A new subsection B.13 (San Francisco Port Coin Collection and Coin Counting Services) is added to read as follows:*

**13. San Francisco Port Parking Technology Procurement, Installation, Coin Collection and Coin Counting Services**

*a. Port Meter Procurement and Installation*

Contractor shall, upon written request of the SFMTA, serve as a contractor/purchasing agent for the SFMTA and the Port of San Francisco. Contractor shall provide SFMTA and the SF Port with a project schedule within 30 days of the SFMTA notice to proceed covering Port meter procurement and installation activities.

SFMTA and Port the will provide the standards, specifications and terms and conditions for each subcontractor contract, as well as standards, specifications, quantities and delivery dates for procurement of required equipment and spare parts procurement, including multi-space parking meters and related services.. Contractor shall request bids from at least three qualified subcontractors for each subcontract for parking related equipment and services for multi-space parking meters and services including but not limited to training, technical electronic repairs and other services as directed by the SFMTA and SF Port.

Contractor shall receive all materials purchased for use under this task, inspect them for compliance with the procurement specifications, and transfer them to the SFMTA. SFMTA will provide warehouse space for the storage of equipment and parts ordered under this task. Contractor shall not be responsible for storage or warehousing. Contractor shall return materials received that do not comply with City specifications and requirements at no cost to the City.

Contractor shall provide project management and technical oversight for all subcontractors. Contractor shall also solicit discount agreements with subcontractors wherever available and as requested by SFMTA. Contractor shall ensure that each subcontractor performs to the standards and specifications stated in the subcontract and this Agreement.

Contractor shall perform this service utilizing its current staff. Should the number or volume of the procurements exceed existing staff capability, Contractor shall notify the SFMTA of the need for additional staffing, and shall negotiate supplemental staffing costs with the SFMTA using the labor rates quoted in the price section below. All labor rates shall include overhead and fringe/benefits costs.

The SF Port will budget the following amounts for multi-space meters and related services. The actual prices for this equipment and services shall not exceed the amounts below:

Services	06-04-08 thru 06-03-09	06-04-09 thru 06-03-10
Procurement of (150) multi-space) meters	\$ 1,294,611.00	N/A
5% Contractor Management Fee	\$ 64,730.55	N/A
Wireless Meter Management Fee	\$52,500.00	\$52,500.00

*b. Coin Collection:*

Within 30 days of Contractor's receipt written notice from the SFMTA and SF Port, Contractor shall provide a multi-space collection crew and a collection vehicle to collect coins from the Port of San Francisco multi-space parking meters ("Port Meters"). The Port Meters collection team shall comply with the current collection procedures as referenced in *Agreement Appendix: Multi-Space Collection Procedures*. Port Collection reports shall be identified in the San Francisco Parking Meter Management System (SFPMMMS) by route number.

The Port Meters collection team shall consist of one (1) crew shift, comprised of a crew leader and a collector, in accordance with *Agreement Appendix A Clause XII Collection Services*. Contractor shall collect monies from Port Meters Monday through Friday and on the five City Holidays defined in Agreement. The crew shall provide a documented cash box swap at the meter, but no electronic audit services. Contractor shall collect and process monies from Port Meters separately from SFMTA monies.

Unless otherwise directed by the SFMTA, Contractor shall not be responsible for installation of Port Meters. SFMTA will be responsible for maintenance of Port Meters. SFMTA and the Port shall determine the collection schedule and frequency. Contractor shall proceed with the collection schedule upon approval by the Port. Collection coverage for Port Meters will not exceed 1,000 parking spaces supported by 125-150 multi-space meters. The Contractor, SF Port and SFMTA shall review the actual collections services required after the first six months of the contract to determine whether the level of services should be adjusted based on the frequency with which the meters' coin boxes become full. Should any changes in collection services for the SF Port's multi-space parking meters be needed, Contractor shall negotiate terms for the additional and/or reduced collection crews with SFMTA and the Port.

c. Coin Counting:

Upon receiving 30 days written notice from the SFMTA and the Port, Contractor shall count, verify and reconcile the monies collected from Port Meters and shall keep these monies segregated from the SFMTA collections. Contractor shall provide a dedicated counting room staff consisting of three (3) fully trained Coin Counters. The Port counting room shall comply with the current coin counting procedures (See Appendix: Multi-Space Coin Counting Procedures) used for SFMTA parking meters and monies. Port Meter Counting reports shall be identified in the SFPMMMS by route and individual meter identification numbers (Location ID). The Port and SFMTA will have sole responsibility for reconciliation of Smart Card revenues.

Contractor, using software that permits credit card reconciliation, shall reconcile all SmartCard, debit/credit card and coin transactions. Monies collected shall be transported by a secure armored collection service. The Port shall provide deposit slips for use by Contractor. Contractor shall utilize the same equipment and current counting procedures established for this task for SFMTA monies. Contractor shall bill SFMTA for labor charges based only on actual hours reflected on employee time sheets.

The Contractor, SF Port and SFMTA shall review the actual counting services required after the first six months of the contract to determine whether the level of services should be adjusted based on the frequency with which the meters' coin boxes become full and therefore require changes in the frequency of collection and counting services. Should any changes in collection services for the SF Port's multi-space parking meters be needed, Contractor shall negotiate terms for the additional and/or reduced crew with SFMTA and the SF Port at the hourly rates established below.

Should the counting volume exceed the counting capacity described herein established in Coin Collection for the Port, Contractor shall, with written approval of the SFMTA and the Port, increase the number counting room staff at the hourly rates set out established below. Should SFPMMMS enhancements be needed to allow credit card reporting, Contractor shall notify SFMTA and implement enhancements with SFMTA approval.

***PRICING***

<b>Service</b>	<b>06-04-08 thru 06-03-09</b>	<b>06-04-09 thru 06-03-10</b>
Collection Crew Shift Rate	388.65	408.63
Counting Labor Crew: Hourly Rate	95.42	98.60

**3. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the Agreement and this Amendment concerning the matters addressed herein, the terms and conditions of this Amendment shall be controlling.

**4. Approval by Counterparts.** This Fifth Amendment to the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signed counterparts may be delivered by telephone facsimile or by PDF delivered by email.

CITY

**CONTRACTOR**

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

SERCO MANAGEMENT SERVICES, INC.

MUNICIPAL TRANSPORTATION AGENCY

By \_\_\_\_\_  
Dirk B. Smith  
Vice President, Contracts

\_\_\_\_\_  
Nathaniel P. Ford, Sr.  
Executive Director/CEO

Approved as to Form:

Dennis J. Herrera  
City Attorney

By \_\_\_\_\_  
Robert K. Stone  
Deputy City Attorney

Municipal Transportation Agency  
Board of Directors  
Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary, MTA Board

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

**Agreement between the City and County of San Francisco  
and  
Serco Management Services, Inc. for Administrative Services  
in Support of the SFpark Project**

This Agreement between the City and County of San Francisco and Serco Management Services, Inc. for Administrative Services in Support of the SFpark Project, hereinafter referred to as "Agreement" or "Contract," dated for convenience as June 1, 2008, is made in the City and County of San Francisco, State of California, by and between: Serco Management Services, Inc., hereinafter referred to as "Serco" or "Contractor," incorporated in Delaware, registered to do business in California, and the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Municipal Transportation Agency, hereinafter referred to as "City" or "SFMTA".

**Recitals**

WHEREAS, the San Francisco Municipal Transportation Agency ("Department") wishes to test and evaluate as pilot projects new parking meter technologies, parking payment systems, and other traffic regulation and control devices; and

WHEREAS, the Director of Transportation has determined that it is necessary and appropriate to award this contract to Serco as a sole-source contract because a competitive process would be infeasible given the need for the equipment vendor under this Agreement to access Serco's proprietary revenue collections and reporting systems and due to Serco's unique knowledge and experience as the collections service provider for the City's current parking meters, and on that basis CalTrans has approved the award of this contract to Serco as a sole-source; and

WHEREAS, No activities constituting construction will be performed under this Agreement; and

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

WHEREAS, Contractor acknowledges that federal funding for Contractor's services under this agreement has been made available in whole or in part by Federal Highway Administration grants from the federal Value Pricing Pilot Program and the Transportation, Community and System Preservation Program, which grants are administered by the California Department of Transportation (grant nos. \_\_\_\_\_ and \_\_\_\_\_); and,

WHEREAS, Contractor represents and warrants that it will comply with all federal and state requirements set out in this Agreement or attached to this Agreement in the Included Appendices or otherwise referenced in this Agreement, or imposed under federal or state law or regulations, as a result of said federal funding, and that all such requirements are incorporated into and are material terms of this Agreement that supercede any conflicting provisions of this agreement; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number \_\_\_\_\_ on \_\_\_\_\_;

**Now, THEREFORE, the parties agree as follows:**

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

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

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

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

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

## **2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be twenty-four months from the effective date of the Agreement, as stated in the Notice to Proceed first issued by the City to the Contractor under this Agreement. In no case shall the term of this Agreement extend beyond June 3, 2010.

## **3. Effective Date of Agreement**

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

## **4. Services Contractor Agrees to Perform**

The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor and Payment Schedule," attached hereto and incorporated by reference as though fully set forth herein. The Contractor agrees to perform and comply with all federal and state requirements and obligations resulting from the federal funding for this Agreement, set forth in Appendix A through Appendix G, inclusive, attached hereto and incorporated by reference as though fully set forth herein. Contractor's agreement to perform and comply with such requirements and obligations, and the assumption of all risks and Contractor's costs associated therewith, are part of the consideration for this Agreement. Contractor shall perform all work under this Agreement with the highest care and diligence due the administration of a program and oversight of subcontractors that install and implement a cash handling system.

Unless otherwise specifically directed by the SFMTA in writing, Contractor and its subcontractors shall not perform any work or services constituting construction under this Agreement. The SFMTA will perform construction work necessary to support the work under this Agreement with its own forces or by separate contract competitively bid.

## **5. Compensation**

Prior to giving Contractor notice to proceed with any Task or Pilot Project (as described in Appendix A to this Agreement), the City and Contractor shall agree in writing as an amendment to this Agreement as to the total costs for the Task or Pilot Project, which value shall not be exceeded without a lawfully approved written further amendment to this Agreement. All agreements between the parties as to compensation that include payment for costs shall accord with the Cost Principles and Procedures, set out in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. The administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments apply to this Agreement, which pertinent parts are hereby incorporated by reference.

The City shall pay Contractor shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director/Chief Executive Officer of the San Francisco Municipal Transportation Agency, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the total amount of all work, services, tasks and pilot projects this Agreement exceed Twenty Three Million Dollars (\$23,000,000). The breakdown of costs associated with this Agreement appears in Appendix A, "Services to be Provided by Contractor and Payment Schedule," attached hereto and incorporated by reference as though fully set forth herein.

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

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

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

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

## **6. Guaranteed Maximum Costs**

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

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

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

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



## **7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City and any federal or state agency administering or providing funding for this agreement.

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

## **8. Submitting False Claims; Monetary Penalties**

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

## **9. Disallowance**

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement.

## **10. Taxes**

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

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

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

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

required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

#### **11. Payment Does Not Imply Acceptance of Work**

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

#### **12. Qualified Personnel**

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

#### **13. Responsibility for Equipment**

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

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

##### **a. Independent Contractor**

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

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

**b. Payment of Employment Taxes and Other Expenses.**

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

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

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

**15. Insurance**

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

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

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

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

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

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

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

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

San Francisco Municipal Transportation Agency  
401 South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Chief Financial Officer

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

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

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

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

## **16. Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment 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 Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons 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.

**b. Limitations**

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

**c. Copyright Infringement**

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement. Contractor shall incorporate this provision in all subcontracts for work involving, using or in which the primary purpose of the contract is the development or provision of software.

**17. Incidental and Consequential Damages**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**18. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT.

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

## **19. Liquidated Damages**

By entering into this Agreement, Contractor agrees that in the event the equipment, parking meters, materials, software, and related equipment (collectively hereinafter "Equipment") and related services to support SFMTA pilot projects for testing and evaluating various parking meters, parking payment systems, and other traffic regulation and control devices ("Pilot Projects") that are to be provided by Contractor or its approved subcontractors under this Agreement are delayed beyond the scheduled milestones and timelines as provided in the Appendix A, "Services to be Provided by Contractor and Payment Schedule," or as otherwise agreed by the parties in writing, the City will suffer actual damages that will be impractical or extremely difficult to determine.

Contractor therefore further agrees to pay to the SFMTA the sum of the average daily revenue per meter for the block for which the operation of a meter or metered parking space for each day each for each day the completed implementation of functional parking meters or other on-street parking payment technology is delayed due to the contractor's action or inaction. Contractor agrees that for every calendar day a software program, including but not limited to the Dashboard, system and asset management software or other software program is not fully functional after the deadline provided in Appendix A or as otherwise agreed by the parties in writing, Contractor shall pay to SFMTA the sum of Three Hundred Dollars (\$300).

Contractor agrees that these amounts of liquidated damages are not penalties, but are reasonable estimates of the damages the City will incur, established in light of the circumstances existing at the time this Agreement was approved by the parties, including but not limited to the loss of use of improved revenue collection and handling that the City will incur due to Contractor's delay.

The City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by the SFMTA. The provisions of this section apply to the credits for late or delayed work described in Appendix A to this Agreement.

## **20. Default; Remedies and Termination for Cause**

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

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

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

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

of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

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

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

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

## **21. Termination for Convenience**

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

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

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

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

## **22. Rights and Duties upon Termination or Expiration**

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

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force



or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

### **23. Conflict of Interest**

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

### **24. Proprietary or Confidential Information of City**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Notwithstanding any other agreement or understanding with the City, Contractor understands and agrees that all data and information regarding the performance of the Equipment generated by the Contractor under this Agreement, including but not limited to information concerning parking meters and other parking technology, materials, software, and related equipment that are evaluated or tested under this Agreement are Confidential Information belonging exclusively to the City, which Contractor shall not divulge to any person or use in any manner other than expressly permitted in writing by the SFMTA.

## **25. Notices to the Parties**

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

To City:                    Steve Bell  
                                  Contract Administrator  
                                  San Francisco Municipal Transportation Agency  
                                  One South Van Ness, 7th floor  
                                  San Francisco, CA 94103

To Contractor: Serco Management Services, Inc.  
                                  20 East Clementon Road, Suite 102 South  
                                  Gibbsboro, New Jersey 08026  
                                  Email:  
                                  Fax:

Any notice of default must be sent by registered mail.

## **26. Ownership of Results**

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

## **27. Works for Hire**

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, system processes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment.

To the extent that any work under this Agreement may be considered research that results in a patentable product, as that term used and concept is considered in 35 U.S.C. chapter 18 (Public Law 98-6520, "Patent Rights Made with Federal Assistance"), Contractor shall equally provide the City, the State of California and the Federal government with all patent rights available under that law.

## **28. Audit and Inspection of Records**

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

records under this Section are in addition to, and shall not limit in any way, the rights to audit, inspect records or undertake any other investigation or inquiry into the subject matter of this Agreement, as may arise under this Agreement or applicable law.

### **29. Subcontracting**

Contractor may subcontract work to be performed under this Agreement, in consultation with and subject to the written approval of the SFMTA. Contractor is prohibited from otherwise subcontracting this Agreement or any part of it. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be void.

In any subcontract for work under this Agreement that exceeds Twenty-Five Thousand Dollars, the subcontract shall contain all the provisions of this Agreement.

### **30. Assignment**

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

### **31. Non-Waiver of Rights**

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

### **32. Earned Income Credit (EIC) Forms**

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

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

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

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

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

**33. Reporting.**

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Contractor understands and agrees that work under this Agreement is primarily funded by a grant from the Federal Highway Administration ("FHWA"), administered by the California Department of Transportation ("CalTrans"). Contractor shall cooperate with the SFMTA in meeting FHWA and CalTrans reporting requirements, assist the SFMTA in preparing or shall prepare for SFMTA approval reports to those agencies, and provide data for said reports, as directed by the SFMTA.

**34. Clean Air, Clean Water and Energy Efficiency Standards.**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**35. MacBride Principles—Northern Ireland**

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

**36. Tropical Hardwood and Virgin Redwood Ban**

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

**37. Drug-Free Workplace Policy**

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

**38. Resource Conservation**

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

**39. Compliance with Americans with Disabilities Act and Rehabilitation Act**

Contractor acknowledges that section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in federally assisted programs. Contractor shall comply with Rehabilitation Act and all applicable regulations and guidelines issued pursuant thereto.

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

#### **40. Sunshine Ordinance**

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

#### **41. Public Access to Meetings and Records**

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

#### **42. Limitations on Contributions**

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

controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

#### **43. Requiring Minimum Compensation for Covered Employees**

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

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

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

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

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

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

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

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

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

#### **44. Requiring Health Benefits for Covered Employees**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](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(e) of the HCAO, it shall have no obligation to comply with part (a) above.

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

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

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

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

- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**45. Disadvantaged Business Enterprise Program and Equal Employment Opportunity.**

**a. Disadvantaged Business Enterprise Program.**

This Agreement is subject to the Disadvantaged Business Enterprise ("DBE") Program requirements established by the Federal Highway Administration, and as such programs are administered by the California Department of Transportation. The requirements for the DBE Program applicable to this Agreement and the required forms are set out in Appendix G to this Agreement. If Contractor has any questions or concerns regarding DBE requirements, Contractor is encouraged to contact Andre Boursse in the SFMAT Office of Contract Compliance, at 415-701-4362.

**b. Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**46. Prohibition on Political Activity with City Funds**

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



**47. Preservative-treated Wood Containing Arsenic**

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

**48. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required by law.

**49. Covenant Against Contingent Fees.**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this Agreement; and Contractor has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the SFMTA shall have the right to annul this Agreement without liability of any kind, or at its sole discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, brokerage fee, gift or contingent fee.

**50. Agreement Made in California; Venue**

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

**51. Construction**

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

**52. Entire Agreement**

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

**53. Compliance with Laws**

Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Any provision of federal or state law set forth in Exhibit Tab 1 through

Exhibit Tax 15, inclusive, applicable to this agreement as a result of federal funding for this agreement that is in conflict with the other provisions of this agreement shall prevail to the extent of such conflict.

#### **54. Services Provided by Attorneys**

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

#### **55. Contractor Certification that It is Not Debarred.**

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

#### **56. Severability and Federal Primacy.**

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. The work under this Agreement is primarily funded through the Federal Highway Administration, and administered by CalTrans. If any provision of this Agreement shall conflict with any applicable federal law, regulation, guideline, or other requirement, the federal provision shall govern.

#### **57. Protection of Private Information**

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

#### **58. Graffiti Removal**

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

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have

concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner’s authorized agent, and which is visible from the public right-of-way. “Graffiti” shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

#### **59. Food Service Waste Reduction Requirements**

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

#### **60. Work Hours and Safety Standards.**

Contractor shall comply with all applicable provisions of sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Relations regulations (29 CFR part 5).

#### **61. Cooperation with Audit of City.**

As a condition of the grant funding the work under this Agreement, the City and Contractor are subject to audit by the Federal Highway Agency (FHWA) and the California Department of Transportation (CalTrans). Contractor agrees to cooperate fully with the City and any of its funding agencies in any audit or inquiry into the use of City or grant funds.

#### **62. Certification Regarding Lobbying**

Contractor certifies that to its knowledge and belief that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit the appropriate Federal form, in accordance with the form's instructions.

c. Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **63. Fair Employment Practices and Nondiscrimination.**

The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with said Fair Employment practices and nondiscrimination requirements, including but not limited to the filing of required forms and declarations asserting Contractor's compliance with those requirements. Contractor further agrees that any agreement entered into by Contractor with a third party for performance of work related to the SFpark Program shall incorporate this requirement as essential parts of such agreement to be enforced by that third party as verified by Contractor.

### **64. Cooperation with City, State and Federal Technical and Financial Audits.**

The State of California and the United States may conduct technical and financial audits of all work performed under this agreement and records when determined to be necessary or appropriate. Contractor agrees, and shall require its subcontractors approved by the City to agree, to cooperate with such audits by making all appropriate and relevant records available for audit and copying.

### **65. Accounting System and Record Keeping.**

Contractor and any approved subcontractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs and cooperate with the SFMTA to establish and maintain an accounting system and records that properly accumulate and segregate incurred costs and matching funds by line item for the work performed under this Agreement .. The accounting system of Contractor and its approved subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by the State of California.

### **66. Maintenance and Retention of Records.**

For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, Contractor and its approved subcontractors, shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement and any addendum, modification, or substitute agreement, and any subcontract, including, but not limited to, the costs of administering all such contracts. Contractor and its approved subcontractors shall make such materials available at their respective offices at all reasonable times during the entire period of performance of this Agreement and for five (5) years from the date of final payment to Contractor. The

City, Department, the California State Auditor, or any duly authorized representative of the City, State or the United States, shall each have access to any books, records, and documents that are pertinent to a this Agreement for audits, examinations, excerpts, and transactions and Contractor and its approved subcontractors shall furnish copies thereof if requested.

**67. Included Appendices**

The following documents attached to this Agreement as Appendices are included by reference as if fully set out herein.

- A. Services to be Provided by Contractor and Payment Schedule
- B. Equal Employment Opportunity Certification (CalTrans 12-E, Att. C)
- C. Noncollusion Affidavit (Cal trans 12-E, Att. D)
- D. Debarment and Suspension Certification (CalTrans 12-E, Att. E)
- E. Nonlobbying Certification for Federal-Aid Contracts (CalTrans 12-E, Att. F)
- F. Disclosure of Lobbying Activities (CalTrans 12-E, Att. G)
- G. Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

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

<p>SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY</p> <p>Approved:</p> <p>_____</p> <p>NATHANIEL P. FORD, SR. Executive Director/CEO</p> <p>Municipal Transportation Agency Board of Directors Resolution No. _____</p> <p>Adopted: _____</p> <p>Attest:</p> <p>_____</p> <p>Secretary, MTA Board</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p>SERCO MANAGEMENT SERVICES, INC.</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p>_____</p> <p>[name of authorized representative] [title] Serco Management Services, Inc. [address] [city, state, ZIP]</p> <p>City vendor number: _____</p>
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## **APPENDIX A**

### **SCOPE OF WORK**

#### ***TASK 1. Contract Procurement Support***

Contractor shall, upon written request of the SFMTA, serve as a contractor/purchasing agent for the SFMTA in the procurement of equipment, parking meters, materials, software, and related equipment (collectively hereinafter "Equipment") and related services to support SFMTA Pilot Projects for testing and evaluating various parking meters, parking payment systems, and other traffic regulation and control devices ("Pilot Projects"). Contractor shall, within five (5) working days of SFMTA request, assist the SFMTA to develop specifications and cost estimates for the procurement of the Equipment. SFMTA will provide the standards, specifications and terms and conditions for each Equipment procurement, as well as standards, specifications, quantities and delivery dates for Equipment and any required spare parts.

SFMTA will review the Contractor's proposed specifications for the procurement and cost estimates. SFMTA reserves the right to modify standards, Equipment specifications, quantities and delivery dates, and may request modifications of the Contractor's proposal at no additional cost to SFMTA.

Contractor shall, within three (3) working days of SFMTA delivery of a specification, solicit discount agreements with subcontractors/vendors as requested by SFMTA to procure the Equipment. Contractor shall when negotiating purchasing agreements specify liquidated damages to be paid by the supplier, as directed by SFMTA, for late delivery of goods, or delivery of goods that do not comply with specifications. Contractor shall, when requested in writing by SFMTA, within five (5) working days of SFMTA delivery of specification, seek bids from at least three qualified vendors. The SFMTA reserves the right to reject a supplier or subcontractor proposed by Contractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may require that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors.

Contractor shall receive all materials purchased for use under this Agreement, inspect them for compliance with the procurement specifications. Contractor shall return to the appropriate vendor, supplier or manufacturer any Equipment received that does not comply with SFMTA specifications and requirements, at no cost to the SFMTA. Contractor is responsible for then obtaining Equipment that does comply with SFMTA specifications and requirements.

Contractor shall provide warehouse space for the storage of Equipment. Contractor shall also provide, in the same space as the warehouse space, space to be used as a staging area for installation of equipment and activities that precede installation or activation of equipment.

Contractor shall provide project management and technical oversight for all Equipment procurements. Contractor shall solicit discount agreements with subcontractors as requested by SFMTA. Contractor shall ensure that each of its subcontractors performs to the standards and specifications stated in this Agreement and as may be further provided in writing by the SFMTA

## **Task 1 Payment Schedule - Compensation for Equipment Procurement**

The SFMTA shall pay Contractor an administrative fee for its procurement of Equipment that is authorized by SFMTA, calculated as a percentage of the cost of the Equipment. Contractor shall not divide a single procurement into multiples or issue multiple purchase orders in order to qualify for a higher percentage compensation. Contractor's procurement compensation shall be calculated as a percentage of the total costs of all Equipment procured from a single source, manufacturer or vendor, regardless of the number of purchase orders issued. The administrative fee shall be calculated as follows:

<u>Value of Equipment Procured</u>	<u>Administrative Fee</u>
\$0 to \$499,999.99	6.0%
\$500,000.00 to \$749,999.99	5.5%
\$750,000.00 and above	5.0%

## ***TASK 2. Parking Pilot Projects/Trial Support Services***

Contractor shall, upon written request from SFMTA, provide support for parking pilots and trials conducted by the Agency, as set below.

### **1. Work Scope and Staffing Assessment.**

SFMTA shall provide the Contractor with a proposed scope of services as it relates to the following items:

- a. Project Management
- b. Installation Supervision
- c. Installation Assistance
- d. Technical Support
- e. Training
- f. Product Support
  - i. Product Receipt
  - ii. Factory Acceptance Test
  - iii. Delivery
  - iv. Return Merchandise Authorization (RMA)
- g. Data Capture and Analysis
- h. Communications/Marketing

Within ten (10) working days of receipt of the SFMTA's scope of work, Contractor shall provide SFMTA with a detailed work plan and price quote. The price quote must detail staffing requirements by specific classification and total hours for each classification.



SFMTA will review the Contractor’s proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor’s work plan and request a new price quote and work plan at no additional cost to SFMTA.

Contractor shall, within five (5) working days of SFMTA written request, seek at least three (3) bids from qualified subcontractors to subcontract services for training, Equipment installation, planning, communications/marketing, and other services as directed by the SFMTA. The SFMTA reserves the right to reject a subcontractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may request that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors.

**2. Project Management Software - Dashboard.**

Within 60 calendar days of the effective Date of the Contract, Contractor shall provide the SFMTA with specifications and a price quote for a web-based Data Visualization tool (“Dashboard”) The Dashboard is a system that delivers approved targeted performance data with graphics enabling SFMTA to immediately ascertain pilot program performance. Contractor shall include in the price quote, detailed position descriptions and hours required by each function, using hourly rates as specified below.

SFMTA will review the Contractor’s proposed work plan and price quote for the Dashboard, and recommend any changes as appropriate. SFMTA reserves the right to modify the Contractor’s work plan and request a new price quote and work plan at no additional cost to SFMTA.

Within 45 calendar days of SFMTA approval of specifications, unless an alternative date is agreed to by the SFMTA and the Contractor, Contractor shall provide a functional Dashboard. Contractor shall provide qualified IT support personnel for development of Dashboard as well as configuration and administration. Contractor will grant a credit of \$300 to the SFMTA for each working day that the Dashboard is not available after 45 calendar days following SFMTA approval of Dashboard specifications.

**Task 2 Payment Schedule**

The SFMTA shall compensate Contractor for work on Task 2, provided that work meets SFMTA requirements, as follows:

<b>Hourly Rates for Parking Pilot Projects/Trial Support Services</b>	<b>Year 1</b>	<b>Year 2</b>
Project Management	\$58.62/hr	\$60.98/hr
Data Collection	\$41.04/hr	\$42.87/hr
Technical Analyst Support	\$48.88/hr	\$50.81/hr
Product Support Technician	\$43.12/hr	\$44.87/hr

Year 1 rates shall take effect upon the Effective Date of this Contract. Year 2 rates shall take effect 365 days after the Effective Date of this Contract.

**TASK 3. *Meter Replacement Pilot Project***

SFMTA shall provide the Contractor with a proposed scope of services for the Meter Replacement Project. Within ten (10) working days of receipt of SFMTA scope of work, Contractor shall provide SFMTA with a detailed work plan and price quote for the Work and services listed below. The Contractor shall include a proposed schedule showing crew assignments by date, time and location. The price quote must detail staffing requirements by specific classification and total hours for each classification.

Contractor shall seek at least three (3) bids from qualified subcontractors to subcontract construction services as related to the meter pilot replacement project, as the provision of those services may be governed by applicable federal, state and local statutes. The SFMTA reserves the right to reject a subcontractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may request that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors.

SFMTA will review the Contractor's proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify the scope of work, or the Contractor's work plan and require a new price quote and work plan from Contractor at no additional cost to SFMTA.

Contractor and/or designated subcontractors may be required to commence meter replacement as early as ten (10) working days after receiving a Notice to Proceed from SFMTA, unless an alternative date is agreed to by the SFMTA and the Contractor.

**Street Survey Crew.** Contractor and/or designated subcontractors shall investigate and document the pre-existing conditions in the pilot area. This phase shall include data collection (such as number of spaces occupied, time of day occupancy, customer intercept surveys, etc.), site conditions, construction planning, public and retail notifications of pending construction, provision of an e-mail address for additional information /clarification. The Street Survey Crew shall consist of two (2) Field Technicians.

**Installation Crew.** Using the results of the street survey, Contractor and/or designated subcontractors shall perform the non-construction installation of the Equipment designated for a particular Pilot Project. Contractor and/or designated subcontractors shall provide the services described below with a crew comprised of one (1) Field Supervisor and two (2) Field Technicians. Contractor shall install new Equipment (including but not limited to parking meters, sensors, parking space numbering, and signs) following manufacturer's and SFMTA's guidelines, directions and requirements.

**Removal Crew.** Upon written approval of SFMTA, Contractor and/or designated subcontractors Removal Crew shall remove the designated parking technology and restore the location to the SFMTA required standards. The crew shall consist of one (1) Field Supervisor and two (2) Field Technicians.

**Activation Crew.** Contractor and/or designated subcontractors shall activate Equipment and ensure it functions to specified standards. This service shall be provided by a Field Technician with the support of Contractor's existing staff (Product Support Technician).

**Acceptance Testing and Exit Survey Crew.** Utilizing test procedures provided by the Equipment supplier, and approved by SFMTA, Contractor and/or designated subcontractors shall test and document the Equipment's compliance with the functions required in the procurement specifications provided or approved by SFMTA. Contractor shall report all discrepancies to the Equipment supplier for correction. The Acceptance Testing Crew shall be comprised of two (2) Field Technicians.

**Work Force.** Contractor shall perform the services described in this Task utilizing its existing staff or subcontractors, in compliance with applicable federal, state and local statutes. If Contractor's existing staff or subcontractors prove insufficient to meet Pilot Project testing schedules, Contractor shall notify the SFMTA of the need for additional staffing, and shall negotiate with the SFMTA supplemental staffing costs in advance of incurring these costs using the labor rates set out in the table below. All labor rates quoted below include all overhead and labor costs.

Contractor shall provide status updates on meter replacements to the SFMTA on a weekly basis, which shall include, but not be limited to, the number of meter replacements completed by location.

**Task 3 Payment Schedule**

The SFMTA shall compensate Contractor for work on Task 3 on a pro-rated basis in relation to work completed, provided that work meets SFMTA requirements, at the following weekly rate:

<b>Weekly Rates for Parking Meter Crews</b>	<b>Year 1</b>	<b>Year 2</b>
Street Survey Crew	\$4,311.09	\$4,484.40
Installation Survey Crew	\$7,458.87	\$7,758.52
Removal Crew	\$7,165.31	\$7,453.22
Activation Crew	\$2,585.89	\$2,700.16
Acceptance Testing and Exit Survey Crew	\$4,311.09	\$4,484.41

Year 1 rates shall take effect upon the Effective Date of this Contract. Year 2 rates shall take effect 365 days after the Effective Date of this Contract.

If the Contractor is unable to replace a parking meter per the Contractor's approved work plan such that a person occupying a parking space that is normally metered is unable to pay, Contractor shall credit SFMTA with the expected revenue that would have been generated had the parking space had a functioning meter.

**TASK 4. Call Center and Help Desk Services**

SFMTA shall provide the Contractor with a proposed scope of services to receive and manage public feedback and regarding the Pilot Projects and City on-street parking services. Expected minimum requirements are outlined below. Within ten (10) working days of receipt of SFMTA scope of work, Contractor shall provide SFMTA with a detailed work plan and price quote. Contractor's price quote must detail staffing requirements by specific classification and total hours for each classification.

SFMTA will review the Contractor's proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor's work plan and request a new price quote and work plan at no additional cost to SFMTA.

Within thirty (30) calendar days of receiving a Notice to Proceed from the SFMTA, the Contractor shall provide call center and help desk services for the Pilot Projects, unless an alternative date is agreed to by the SFMTA and the Contractor. Contractor shall provide customer service/support from 8 a.m. to 6 p.m., Monday through Friday, excluding City holidays, through a dedicated phone line and e-mail. SFMTA will provide an e-mail alias/forwarder to receive written complaints and forward them to Contractor. SFMTA will be responsible for advertising, publication and posting of call center contact information. Contractor shall transfer all Commercial Off The Shelf (COTS) software and associated licenses and documentation to the SFMTA at the end of the Contract Term. All software developed by the Contractor and/or IT Consultants shall be governed as specified in Attachment 2.

Contractor will grant a credit of \$300 to the SFMTA for each working day that functional call center and help desk services are not available after the thirty (30) calendar days following the Contractor’s receipt of a Notice to Proceed from SFMTA.

Contractor shall, within thirty (30) calendar days of Notice to Proceed from SFMTA unless an alternative date is agreed to by the SFMTA and the Contractor, track customer service issues, volumes of phone calls, e-mails and other correspondence by subject matter and Pilot Project area, and provide results and reports through Call Center/Help Desk software. Contractor shall summarize results each month in a report to be submitted to SFMTA no later than (30) calendar days following the close of each month Report format, contents and any associated costs must be approved by SFMTA. Contractor shall, within thirty (30) calendar days of the initiation of the first Pilot Project unless an alternative date is agreed to by the SFMTA and the Contractor, report Pilot Project data through a Dashboard system for Performance Management, with Key Performance Indicators (KPI’s) identified. The Dashboard system shall deliver targeted performance data with graphics and information objects to SFMTA.

Contractor will grant a credit of \$300 to the SFMTA for each working day that the tracking of customer service issues and/or the reporting of performance data is not available following the Contractor’s receipt of a Notice to Proceed from SFMTA.

Contractor shall, within thirty (30) calendar days of Notice to Proceed from SFMTA unless an alternative date is agreed to by the SFMTA and the Contractor, provide a customer service website for Parking Meter and Pilot program-related issues, feedback, elementary customer surveys, assistance, and pilot update information for use by the general public. SFMTA must approve content and design of website. Contractor shall make all web-based deliverables available via the SFMTA website. Contractor shall provide IT support personnel as necessary to maintain Call Center software configuration and Web-site development.

Contractor will grant a credit of \$300 to the SFMTA for each working day that a functional customer service website is not available after the thirty (30) calendar days following the Contractor’s receipt of a Notice to Proceed from SFMTA.

**Task 4 Payment Schedule**

The SFMTA shall compensate Contractor for work on Task 4, provided that work meets SFMTA requirements, as follows:

Type of Service	Year 1	Year 2
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<b>Type of Service</b>	<b>Year 1</b>	<b>Year 2</b>
One-time Contract Implementation Costs (includes Help Desk Software, computer and phone set-up) facility	\$2,882.25	N/A
Call Center Monthly Administrative Fee (covers labor/staffing, overhead, telecommunications, application hosting costs)	\$6,167.56	\$6,415.67

<b>Hourly Rates for IT support</b>	<b>Year 1</b>	<b>Year 2</b>
IT Support Rate	\$208.02/hr	\$218.47/hr
IT Solutions Developer Rate	\$98.69/hr	\$102.64/hr
IT Consultant	\$208.36/hr	\$216.70/hr

Year 1 rates shall take effect upon the Effective Date of this Contract. Year 2 rates shall take effect 365 days after the Effective Date of this Contract.

***TASK 5. Information Technology (IT) Support Services***

SFMTA shall provide the Contractor with a proposed scope of services related to providing additional IT services for the City’s existing Parking Meter Management System (SFPMMS). The IT Solutions Developer shall be assigned to exclusively to the SFMTA, locally-based and provided by the Contractor. Contractor shall provide all Commercial Off The Shelf (COTS) software and associated licensing to the SFMTA at the end of the Contract Term. All software developed by the Contractor and/or IT Consultants shall be governed by Attachment 2.

SFMTA reserves the right to request additional IT support for tasks relating to the Pilot Projects listed above.

Within ten (10) working days of receipt of SFMTA scope of work or requests for additional IT support, Contractor shall provide SFMTA with a detailed work plan and price quote. Price quote must detail staffing requirements by specific classification and total hours for each classification.

SFMTA will review the Contractor’s proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor’s work plan and request a new price quote and work plan at no additional cost to SFMTA.

Within fifteen (15) calendar days of receiving a Notice to Proceed from the SFMTA, the shall provide additional IT services as specified in the work plan, unless an alternative date is agreed to by the SFMTA and the Contractor. Contractor will grant a credit of \$300 to the SFMTA for each working day that functional IT services are not available after these fifteen (15) calendar days.

## Task 5 Payment Schedule

The SFMTA shall compensate Contractor for work on Task 5, provided that work meets SFMTA requirements, as follows:

<b>Hourly Rates for Information Technology Services</b>	<b>Year 1</b>	<b>Year 2</b>
Project Management	\$77.65/hr	\$80.75/hr
IT Solutions Developer	\$98.69/hr	\$102.64/hr
IT Consultant	\$208.36/hr	\$216.70/hr
IT Support	\$208.02/hr	\$218.47/hr
Monthly IT infrastructure fee	\$ 1,393.09	\$1,199.02

The monthly IT infrastructure fee covers all equipment, hardware and software associated with providing information technology services. The Contractor shall replace any defective equipment, hardware or software shall be repaired or replaced within three (3) working days by the Contractor at no cost to the SFMTA. If said equipment, hardware or software is not repaired or replaced within these three days, the Contractor will grant a credit of \$300 to the SFMTA for each additional working day until this work is completed.

Year 1 rates shall take effect upon the Effective Date of this Contract. Year 2 rates shall take effect 365 days after the Effective Date of this Contract.

## ***TASK 6. Customer Reporting and Performance Management Services***

In addition to the Contractor's support of the existing Parking Meter Management System (SFPMMMS), Contractor shall provide enhancements to the SFPMMMS and identify and implement alternatives to existing reporting services. Contractor's customer reporting and performance management services are designed to improve responsiveness, timeliness and reduce costs and to support SFMTA Parking Pilot Projects. The following descriptions provide examples of such enhancements, but are not intended to be an exhaustive list.

1. Contractor shall provide reporting services via the proposed Contractor Solutions Developer or IT Consultant(s), to generate custom reports utilizing Crystal Reports/Xcelsius or Dashboard technologies. (Said Contractor Solutions Developer or IT Consultant(s) shall be approved by the SFMTA).

2. Contractor shall provide additional performance measurement services and recommend performance measures. These measures, referred to as Key Performance Indicators (KPI's), shall be available to the SFMTA through the web-based Dashboard system. At a minimum, Indicators/Measures shall include:

- a. Collection Activity measured by:
  - v. Route
  - vi. Meter type (Subcontractor, multi vs. single, etc.)
  - vii. Individual Meter

- viii. Date/Time, Day of Week, Week, Month
- ix. Individual space (multi-space versus single space meters)
- b. Meter Maintenance
- c. Equipment performance
- d. Enforcement levels and effectiveness
- e. Human Resources
- f. Call Center Information
- g. SFPMMS System Performance/Availability of equipment
- h. Pilot Program Performance as specified by SFMTA

3. To support these enhancements, Contractor shall obtain necessary software on behalf of the SFMTA, which shall be the licensee. SFMTA shall be responsible for these software licensing costs and shall retain the license following the expiration of this Contract, as governed by the licensing agreements.

Contractor shall, within twenty (20) calendar days of Notice to Proceed of this Contract, propose a work plan to enhance Customer Reporting and Performance Management meeting the specifications listed above. Contractor shall include in the price quote, detailed position descriptions and hours required by each function, using the hourly rates specified below.

SFMTA will review the Contractor’s proposed work plan and price quote, and will recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor’s work plan and request a new price quote and work plan at no additional cost to SFMTA.

Contractor shall, within sixty (60) calendar days of SFMTA approval of this work plan, implement the enhancements specified in the work plan, unless an alternative date is agreed to by the SFMTA and the Contractor. If modifications per the work plan are not implemented within these sixty (60) calendar days, the Contractor will grant a credit of \$300 to the SFMTA for each additional working day until this work is completed.

**Task 6 Payment Schedule**

The SFMTA shall compensate Contractor for work on Task 6, provided that work meets SFMTA requirements, as follows:

<b>Type of Service</b>	<b>Year 1</b>	<b>Year 2</b>
One-Time Implementation Fee	\$28,822.50	N/A
IT Support Rate	\$208.02	\$218.47
IT Solutions Developer Rate	\$98.69/hr	\$102.64/hr
IT Consultant	\$208.36	\$216.70

Year 1 rates shall take effect upon the Effective Date of this Contract. Year 2 rates shall take effect 365 days after the Effective Date of this Contract.

The total compensation from the SFMTA to the Contractor for Tasks 1, 2, 3, 4, 5 and 6 shall not exceed \$23,000,000.



**ATTACHMENT 2**  
**SFpark Pilot Project Schedule**

<b>Parking Pilot Areas</b>	<b>Start date: Sensors operational</b>	<b>Start date: Meters operational</b>	<b>End date</b>	<b>Approx. number of metered spaces</b>
Downtown area	8/2/2008	10/1/2008	12/31/2009	1,750
Civic Center/ Hayes Valley	7/17/2008	9/15/2008	12/31/2009	900
Fillmore	6/16/2008	8/15/2008	12/31/2009	525
Fisherman's Wharf	7/17/2008	9/15/2008	12/31/2009	525
Southern Embarcadero	10/2/2008	12/1/2008	12/31/2009	525
Chestnut/Lombard	6/16/2008	8/15/2008	12/31/2009	280
Residential (pay and display)	7/3/2008	9/1/2008	12/31/2009	725
Control: Mission/ Valencia (sensors and meters)	7/3/2008	9/1/2008	12/31/2009	725
Control: Union Street (sensors and meters)	6/2/2008	8/1/2008	12/31/2009	180
Control: Clement/ Geary (sensors only)	6/1/2008	NA	12/31/2009	525
Control: West Portal (sensor only)	7/2/2008	NA	12/31/2009	100

April 11, 2008

**NOTICE TO BIDDERS/PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION  
(PROFESSIONAL SERVICE INSERT)**

**1.1 FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDED CONTRACTS**

- A. This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The regulations in their entirety are incorporated herein by this reference.
- B. Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26.5 are encouraged to participate in this Contract. The Contractor shall ensure that DBEs have the opportunity to participate in the performance of this Contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- C. On May 1, 2006, Caltrans implemented a race-neutral DBE program, which include the following changes:
  - 1. The City may no longer advertise and award contracts with federal-aid funds containing race-conscious DBE goals.
  - 2. The City will still collect and report participation and utilization by DBEs on federal-aid contracts.
  - 3. Federal-aid contracts shall contain race-neutral DBE contract language.

**1.2 TERMS AS USED IN THIS DOCUMENT**

- A. **Annual Anticipated DBE Participation Level (AADPL)**: The level of participation that the local agency would expect DBEs to achieve in the absence of discrimination and the effects of past discrimination on federal-aid contracts awarded in its jurisdiction in a given Federal Fiscal Year. This includes an assessment of the availability for specific items of work that DBEs could reasonably be expected to compete for subcontracting opportunities on a federal-aid contract and their likely availability for work on federal-aid contracts that will be awarded in a given fiscal year. The AADPL is not a goal that the local agency needs to achieve, but the AADPL will be used by Caltrans to establish a statewide overall DBE participation goal as required by Title 49, Part 26 of the CFR. The local agency must have an approved AADPL on file with the DLAE before federal funds can be authorized on any new

federal-aid consultant or construction contract.

- B. Disadvantaged Business Enterprise (DBE):** A for-profit “small business concern” is as defined in 49 CFR 26.65 that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. One or more such individuals must also control the management and daily business operations. These individuals must be citizens of the United States and (1) any individual who the City finds to be a socially and economically disadvantaged individual on a case-by-case basis, or (2) who are either Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, women, or any other group found to be socially and economically disadvantaged by the Small Business Administration. This definition was revised in 1987 to include women.
- C. Race-Neutral Measure of Program:** A race-neutral measure or program is one that, while benefiting DBEs, is not solely focused on DBE firms. For example, small business outreach programs, technical assistance programs, and prompt payment clauses can assist a wide variety of small businesses, not just DBEs. For purposes here, race-neutral includes gender neutrality.
- D. Small Business Concern:** Small Business Concern means, with respect to firms seeking to participate as DBEs in U.S. Department of Transportation (DOT) assisted contracts, a small business concern as defined pursuant to Section 3 of Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in Section 26.65(b) of 49 CFR.
- E. Statewide Overall DBE Goal:** As required by federal law, Caltrans has established a statewide overall DBE goal. This is the level of DBE participation that Caltrans would expect DBEs to achieve in the absence of discrimination and the effects of past discrimination in a given fiscal year. In order to ascertain whether the Statewide Overall DBE Goal is achieved, Caltrans will track DBE participation on all Federal-aid contracts.

### 1.3 DBE PROGRAM

- A.** Bidders shall be fully informed in respect to the requirements of the referenced federal DBE regulations and the DBE program developed by the California Department of Transportation pursuant to those regulations. Attention is directed to the following matters:
  - 1. A DBE must be a small business concern as defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, as a vendor of material or supplies, or as a trucking company.
  3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
  4. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  5. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
  6. A prime contractor who is a certified DBE is eligible to claim all of the work in the contract toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
  7. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
    - a. The Caltran's "Civil Rights" web site at:  
<http://www.dot.ca.gov/hq/bep>
    - b. The Caltran's DBE Directory: This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
- B. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:
1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph B.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term

lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph B.2.

3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

C. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
6. For the purposes of this paragraph C, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

D. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will counted toward the DBE participation.

E. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

F. For further information regarding SFMTA's DBE Program, contact Andre Boursse

(415) 701-4362.

#### **1.4 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROCEDURES**

- A. Each Bidder must comply with all applicable requirements subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26).
- B. Bidders' attention is directed to the City's nondiscrimination requirements for this Contract as specified in this document. Nondiscrimination requirements set forth in this document should be read thoroughly and shall be complied with, to the extent necessary, to fulfill the intent thereof.
  - 1. Bidders shall identify the particular DBE subcontractors to be utilized in performing the Contract, specifying for each dollar value of participation Work to be performed and such information as may be reasonably required to determine its DBE participation percentage.
  - 2. Bidders should not depend on deletable Bid items to calculate the DBE participation percentage.
  - 3. Bidder's attention is directed to the City's prompt payment provision. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

#### **1.5 DBE PROGRAM BIDDING FORMS**

##### **A. Submit the following forms with the Bid:**

- 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).

**POST AWARD FORMS:**

6. **SFMTA FORM No. 6 - PROGRESS PAYMENT REPORT**  
This form shall be completed by Consultant, including each joint venture partner, if applicable, and submitted to the Project Manager (copy to CCO) with its monthly progress payment applications after award of Contract. Consultants must provide complete information and documentation on SFMTA FORM No. 6 for the immediately preceding period for DBE joint venture partners and all subconsultants that are utilized on the Contract.
7. **SFMTA FORM No. 7 - SUBCONSULTANT PAYMENT DECLARATION** Consultant shall complete SFMTA FORM No. 7 and submit it to CCO (copy to Project Manager) within five (5) working days following each payment to subconsultants in compliance with prompt payment requirements (see page DBE-14, C-3) Note: This form shall provide evidence that the Consultant has complied with the prompt payment provisions of the Contract.
8. **SFMTA FORM No. 8 – DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICES CONTRACTS**  
This form shall be completed when processing all modifications, supplements or change orders that cumulatively increase the original amount of the contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modification must be listed.
9. **EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES**  
Consultant, including all joint venture partners, if any, shall complete Exhibit 17-F and submit it to the Project Manager (copy to CCO) with its final progress payment application. Consultant must provide complete and accurate information on Exhibit 17-F and have it executed by all DBE joint venture partners and all subconsultants.

PROPOSER \_\_\_\_\_

PROPOSAL DUE DATE SUBMISSION

**SFMTA FORM No. 1 - CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT**

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE		NON-DBE		SCOPE OF WORK & CERTIFICATION NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	MALE	FEMALE	MALE	FEMALE			
					<b>Total DBE (Male )</b>		
					<b>Total DBE(Female)</b>		
					<b>Total Non-DBE (Male )</b>		
					<b>Total Non-DBE(Female)</b>		
Name & Signature: Authorized Officer of Consultant Firm (Print or Type)							
Date							





PROPOSER \_\_\_\_\_

PROPOSAL DUE DATE SUBMISSION

**SFMTA FORM No. 2  
PROPOSERS/BIDDERS LIST**

(Supply the following information for all businesses bidding or quoting on this contract.  
If any information is not included, specify reason why you could not obtain the  
information.)

Name & Federal or State ID No.	Address	Phone	DBE Certified			Yrs. in Business	Annual Gross Receipts of Firm
			Yes	No	Pending		

**SFMTA FORM NO. 3  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
QUESTIONNAIRE  
NONDISCRIMINATION REQUIREMENTS**

**Professional or Technical Services**

**Instructions**

1. Please complete and return the attached Nondiscrimination Questionnaire, Workforce Data forms and Participation Form with a copy of your entire proposal directly to the awarding Department.
2. Please complete the questionnaire for the office that will ultimately perform the project work.
3. The questionnaire must be completed by:
  - a. All prime consultants
  - b. All joint venture partners and subconsultants
4. Support firms (e.g., printers, photographers, etc.) need not complete any part of the questionnaire.
5. Approved State or Federal Nondiscrimination Programs may be substituted for those items where the information requested in the questionnaire is identical to that contained in the State or Federal Programs.
6. If the questionnaire(s) is/are not correctly and fully completed, SFMTA will not consider your proposal. For firms selected as finalists, all DBEs participating in the project must be certified prior to contract award.

**PROPOSAL DUE DATE SUBMITTAL**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES  
FOR CONSULTANTS**

(Please answer all questions. Use additional sheets if necessary.)

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
Location of Company Workforce (Check one):

\_\_\_\_\_ San Francisco

\_\_\_\_\_ Other Location, provide address:

\_\_\_\_\_  
\_\_\_\_\_

1. Name, title, telephone number of company official at the establishment who is responsible for recruitment and hiring and who will provide information concerning this matter.
  
  
  
  
  
  
  
  
  
  
2. Name, title, and telephone number of senior managing official at the establishment if not the person named in the answer to question 1.
  
  
  
  
  
  
  
  
  
  
3. Describe briefly the basic business activity at the establishment (i.e., identify the product produced or the services performed.)

**NOTE: Workforce - The term "minority" refers to the following groups: American Indian or Alaskan Native, Asian or Pacific Islander, African-American, Filipino, and Hispanic.**

4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).
  - A. Technicians and/or others.
  - B. Support Staff (accounting, reception, and clerical).
  
5. Describe in full, Nondiscrimination programs in the past two years. (Consultants may submit one (1) copy of their Nondiscrimination Program directly to San Francisco SFMTA Contract Compliance Office, One South Van Ness Avenue, 3<sup>rd</sup> Floor, San Francisco, CA 94103, (415) 701-4443.

-- Participation in training programs.

--- Participation in apprenticeship programs.

-- Participation in any summer hire program or own program.

-- Paid educational leave or tuition to improve skills and level.

-- Participation in scholarship fund.

-- Participation in clerical training programs.

-- Participation in "other" programs.

6. If minorities and/or women are underutilized explain steps to ensure the firm is not discriminating.
  
7. Describe joint ventures or subconsulting arrangements in past projects. If there is a company policy on this issue, include it.
  
8. Complete workforce breakdown. (Separate form, Page 12.)
  
- 8a. Hires in last 12 months. (Complete separate form, Page 13.)

**END OF SFMTA FORM NO. 3**

# SFMTA FORM No. 3

## Workforce Data

8. Please fill out this workforce breakdown

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

EMPLOYEE * CATEGORIES	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
<b>TOTAL</b>																

3/30/95

COMPLETED BY Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization.



**SFMTA FORM No. 3**

**WORKFORCE DATA**

8a. Hires in last 12 months

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

EMPLOYEE CATEGORIES	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
<b>TOTAL</b>																

3/30/95

COMPLETED BY Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization

PROPOSER \_\_\_\_\_

**PROPOSAL DUE DATE SUBMITTAL  
SFMTA FORM No. 4**

**SUBCONSULTANT PARTICIPATION DECLARATION**

(To be submitted by the prospective prime consultant or subconsultant, as appropriate, to the Contract Compliance Office with its proposal on proposal submission date.)

\_\_\_\_\_,  
(Name and Title)

declares as follows: That contingent upon award of \_\_\_\_\_  
(Name of Project)

\_\_\_\_\_ will award subcontracts or pursue  
(Name of Prime Consultant)

orders to the following Disadvantaged Business firms: (If the firm is a joint venture, you must attach a copy of the joint venture agreement.)

Name and Address of DBE	DBE Certified	Lic.#	Gender		Ethnicity	Type of Work (Describe)	\$ Amount of Sub-Contract	% of Contract
			M	F				

Total dollar value of DBE work: \$ \_\_\_\_\_ = \_\_\_\_\_ % of DBE Participation  
Total dollar of Proposal Price \$ \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California, that the above information is true and correct.

\_\_\_\_\_  
Owner or Authorized Representative (Signature)

Dated: \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**PROPOSAL DUE DATE SUBMISSION**

**SFMTA FORM No. 5**

**DISADVANTAGED BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION**

Every listed DBE subconsultant or supplier (including lower tier subconsultant) must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations and copies of the subconsultants' or suppliers' proposal quotations directly to the Contract Compliance Office with its proposal on proposal submission date.)

\_\_\_\_\_  
(Owner or Authorized Representative and Title)

declares that \_\_\_\_\_ will award a  
(Name of Prime Consultant)

subcontract in the amount of \$ \_\_\_\_\_, or a purchase order in the  
amount of \$ \_\_\_\_\_ to \_\_\_\_\_  
(Name of your firm)

License No. \_\_\_\_\_. Nature of work to be performed by DBE: \_\_\_\_\_

**FORM OF OWNERSHIP FOR DISADVANTAGED BUSINESS ENTERPRISE**

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation \_\_\_\_\_  
Limited Liability Partnership \_\_\_\_\_ Limited Liability Corporation \_\_\_\_\_

**LIST OWNERS**

Name \_\_\_\_\_ Ethnicity\* \_\_\_\_\_ Gender \_\_\_\_\_ % of Ownership \_\_\_\_\_

Name \_\_\_\_\_ Ethnicity\* \_\_\_\_\_ Gender \_\_\_\_\_ % of Ownership \_\_\_\_\_

Name \_\_\_\_\_ Ethnicity\* \_\_\_\_\_ Gender \_\_\_\_\_ % of Ownership \_\_\_\_\_

Name \_\_\_\_\_ Ethnicity\* \_\_\_\_\_ Gender \_\_\_\_\_ % of Ownership \_\_\_\_\_

Percentage of DBE Stockholders: \_\_\_\_\_

\*Ethnic Codes: AI/AN = American Indian or Alaskan Native, A/PI = Asian or Pacific Islander,  
B = Black, F = Filipino, H = Hispanic, and W = White.

**LIST INSURANCE POLICIES AND BONDING ARRANGEMENTS**

Name of Policy \_\_\_\_\_ Party Insured \_\_\_\_\_

Name of Policy \_\_\_\_\_ Party Insured \_\_\_\_\_

Name of Policy \_\_\_\_\_ Party Insured \_\_\_\_\_

**For Prime Consultants and Subconsultants Only:**

List the firm's annual gross receipts for the last three fiscal years:

20\_\_\_\_\_ \$ \_\_\_\_\_, 20\_\_\_\_\_ \$ \_\_\_\_\_, 20\_\_\_\_\_ \$ \_\_\_\_\_

**For Suppliers or Manufacturers Only:**

List the number of employees for the last three fiscal years:

20\_\_\_\_\_ Number \_\_\_\_\_, 20\_\_\_\_\_ Number \_\_\_\_\_, 20\_\_\_\_\_ Number \_\_\_\_\_

**ADDITIONAL SUBCONTRACTING BY SUBCONSULTANTS:**

a. \_\_\_\_\_ We will not subcontract any portion of work to another subconsultant.

b. \_\_\_\_\_ We will subcontract \_\_\_\_\_% of our work to \_\_\_\_\_  
(Name of Subconsultant)

in the amount of \$ \_\_\_\_\_. Indicate owners' ethnicity and gender \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct; and that our firm is a certified DBE as defined under the Municipal Railway Department's DBE Program.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name & Title (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

**END OF SFMTA FORM No. 5**

**POST AWARD SUBMITTAL**

**SFMTA FORM No. 6  
PROGRESS PAYMENT REPORT**

*To be completed by Consultant and submitted to Project Manager with its monthly progress payment application (transmit and copy to all of the following.)*

TRANSMITTAL To: Project Manager Copy: Contract Compliance Office

From: Consultant \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

***PART 1: Fill in all blanks and check the box below.***

Contract Number:

Contract Title:

Reporting Period (Month and Year): \_\_\_\_\_

Corresponding Progress Payment No.: \_\_\_\_\_

Note: The information submitted on Parts 1 and 2 of this form is accurate for the progress payment period immediately preceding that of the current payment application attached herewith.

1. Amount of Prime Contract

\$

2. Amount of Change Orders, Amendments

\$

and Modifications to Date	
3. Total Contract to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$
4. Amount Invoiced this Reporting Period	\$
5. Total Amount Paid to Date including Retention (excluding Line 4)	\$
6. Amount of Progress Payment Requested to Date (Line 4 + Line 5)	\$
7. Percent Complete (Line 6 ÷ Line 3)	
8. Reporting Period - From (date):	To (date):

***Consultant, including each joint venture partner, must execute this form.***

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Owner/Authorized Representative

\_\_\_\_\_  
Name & Title (Please Print) Date

\_\_\_\_\_  
Name & Title (Please Print) Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

( ) ( )  
Telephone Fax

( ) ( )  
Telephone Fax



<b>TOTALS</b>							

**END OF SFMTA FORM NO. 6**



**POST AWARD SUBMITTAL**  
**SFMTA FORM No. 7**  
**SUBCONSULTANT PAYMENT DECLARATION**

(To be completed and submitted by Consultant, including all joint venture partners, if any, and submitted to the Contract Compliance Office within **5 working days** following actual payment to subconsultants. Payments to subconsultant shall be made no later than **3 working days** following receipt of progress payment from the City).

**TRANSMITTAL TO:** Contract Compliance Office

**COPY TO:** Project Manager

From: \_\_\_\_\_ Prime Consultant: \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

Provide the following information for each progress payment received from SFMTA. Use additional sheets to include complete payment information for all subconsultants and vendors utilized on this Contract including each joint venture partner. Failure to submit all required information may lead to partial withholding of progress payment.

Contract No.: \_\_\_\_\_ Contract Title: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

JV/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, and that the tabulated amounts paid to date are accurate and correct.

***Prime Consultant, including each joint venture partner, must sign this form.***

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Please print/type)

\_\_\_\_\_  
Name (Please print/type)

\_\_\_\_\_  
Title (Please print/type)                      Date

\_\_\_\_\_  
Title (Please print/type)                      Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone    Fax

\_\_\_\_\_  
Telephone    Fax

**END OF SFMTA FORM NO. 7**



**POST AWARD SUBMITTAL**

**SFMTA FORM No. 8**

**DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICE CONTRACTS**

This section is to be completed for all modifications to this contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modifications must be listed.

CONTRACT NO.:		CONTRACT MOD NO.:
CONTRACT TITLE:		
ORIGINAL AMOUNT:	\$	DBE GOAL:
CONTRACT MODIFICATION AMOUNT:	\$	
CONSULTANT:		
CONTACT PERSON:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP CODE:

JV/P/S: Indicate if consultant is Joint Venture Partner, Prime or Sub.

JV/P/S	NAME	SERVICES PERFORMED	% of Total Mod	MODIFICATION AMOUNT	% DBE

I declare, under penalty of perjury under the laws of the State of California, that the information contained on this form is true and correct.

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Owner/Authorized Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

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Owner/Authorized Representative (Print): \_\_\_\_\_ Title: \_\_\_\_\_

**POST AWARD SUBMITTAL**

**SFMTA FORM 8**

**DECLARATION – AMENDMENTS TO PROFESSIONAL SERVICE CONTRACTS**

Information is needed for each firm listed on Page 1 (prime consultants, joint venture partners, subconsultants and suppliers). Firms that have previously worked on City contracts may already have a vendor number. You may enter the vendor or federal I.D. number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	VENDOR NO.
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		

ETHNIC OWNERSHIP: Asian, Black, Hispanic, Native American, White, Other (please state) \_\_\_\_\_.

**END OF SFMTA FORM NO. 8**

**EXHIBIT 17-F**  
**Final Report of Utilization of Disadvantaged Businesses**

**EXHIBIT 17-F**

EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF  
DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER  
SUBCONTRACTORS**  
Revised 8/04

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR/CONSULTANT				BUSINESS ADDRESS			FEDERAL SHARE (For local agency to complete) \$		FINAL CONTRACT AMOUNT \$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS					FEDERAL SHARE \$	
				NON-DBE	DBE	DBE (MINORITY)	DBE (NON- MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
\$ _____ ORIGINAL DBE COMMITMENT      _____ Original DBE %				TOTAL PAYMENTS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	DBE GOAL ATTAINMENT _____
List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.										
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE							BUSINESS PHONE NUMBER		DATE	
RESIDENT PROJECT ENGINEERS SIGNATURE							BUSINESS PHONE NUMBER		DATE	
AGENCY										

**EXHIBIT 17-F**  
**Final Report of Utilization of Disadvantaged Businesses**

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**EXHIBIT 17-F**

Distribution: (1) Original plus one copy included in the Report of Expenditures - DLAE  
(2) Copy - Local Agency file



**EXHIBIT 17-F**  
**Final Report of Utilization of Disadvantaged Businesses**

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Form CP-CEM 2402(F) (Rev. 08/04)  
 FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS  
 ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS (FEDERALLY FUNDED PROJECTS)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor’s name and Business Address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No (or Item No's) and Description of work performed or Materials provided, as well as a column for the Subcontractor’s Name and Business Address. For firms who are DBE, there is a column to enter their DBE Certification No. The DBE should provide their Certification Number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has five columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE Column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights Unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, SMBE	DBE Minority
If program status shows DBE, SMBE, SWBE	DBE (Minority Women)
If program status shows DBE, SWBE	DBE (Non-Minority Women)

If a contractor performing work as a DBE on the project becomes decertified, and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403(F) as appropriate. Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

**EXHIBIT 17-F**  
**Final Report of Utilization of Disadvantaged Businesses**

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If a contractor performing work as a Non-DBE on the project becomes certified as a DBE enter the dollar value of all work performed as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.