

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:** Approving the Fourth Amendment to the Agreement with Serco Inc. in support of the *SFpark* Pilot Project, to replace, upgrade and add parking meters; conduct an education campaign and expand a pilot test of new residential parking management strategies by increasing the not-to-exceed amount by \$22,000,000, utilizing a loan from the MTC, for a total not-to-exceed amount of \$44,080,000.

**SUMMARY:**

- The SFMTA Board and the Board of Supervisors approved acceptance of a loan from the Metropolitan Transportation Commission (MTC) for \$22.0M of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, to be repaid by the SFMTA with parking-related revenues over a five-year period, to expand the *SFpark* program.
- The pilot was successfully launched on April 21, 2011.
- Approval of the Fourth Amendment will increase the Agreement's not-to-exceed amount to accommodate expenditures from this loan, including replacing, upgrading and adding parking meters; conducting an education campaign and implementing a pilot test of new residential parking management strategies.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Fourth amendment to the Agreement

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM \_\_\_\_\_

\_\_\_\_\_

FINANCE \_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO \_\_\_\_\_

\_\_\_\_\_

SECRETARY \_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION

BE RETURNED TO: Sonali Bose

**ASSIGNED SFMTAB CALENDAR DATE:** \_\_\_\_\_

## **PURPOSE**

Approving the Fourth Amendment to the Agreement with Serco Inc. in Support of the *SFpark* Pilot Project, to replace, upgrade and add parking meters; conduct an education campaign and expand a pilot test of new residential parking management strategies by increasing the not-to-exceed amount by \$22,000,000, utilizing a loan from the MTC, for a total not-to-exceed amount of \$44,080,000.

## **GOAL**

The SFMTA will further the following goals of the Strategic Plan through the *SFpark* program in the following areas:

Goal #2: Customer Focus: To get customers where they want to go, when they want to get there.

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

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

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

- 4.1 Increase revenue by 20 percent by 2012 by improving collections and identifying new sources.
- 4.2 Ensure efficient and effective use of resources.

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

- 5.1 Increase resources available to employees in performing their jobs.

Goal #6: Information Technology: To improve service and efficiency, the SFMTA must leverage technology.

- 6.1 Information Technology Leadership: Identify, develop and deliver new and enhanced systems and technologies to support SFMTA's 2012 goals.

## **DESCRIPTION**

In Fall 2008, the SFMTA Board approved the Agreement between the SFMTA and Serco Inc. for Administrative Services in support of the *SFpark* Project, for a total not-to-exceed amount of \$22.08M. Under the *SFpark* brand, the SFMTA is moving aggressively to be a world leader in parking management and will assist the SFMTA to achieve its overall goals for transportation, specifically for improving customer service and transit reliability, as well as reducing congestion and greenhouse gas emissions through better parking management. The program was successfully launched on April 11, 2011.

Since the program's implementation, SFMTA staff has discussed with USDOT the possibility of securing additional federal funding for the eventual expansion of *SFpark* to the rest of the city along with additional years of operation and evaluation, which would have the potential to save the City millions of dollars in upcoming capital expenditures.

As part of the expansion effort, in Summer 2010 the SFMTA Board and the Board of Supervisors approved a loan agreement with the Metropolitan Transportation Commission (MTC) for an additional \$22M in funding. The program expansion would include but is not limited to the following elements:

- Replacing existing parking meters with new parking meters and add parking sensors in the remainder of the existing *SFpark* pilot areas, including meters at motorcycle spaces.
- Upgrading approximately 1,700 existing meters and adding parking sensors in newly designated *SFpark* areas.
- Adding approximately 5,000 new meters and sensors in newly metered parking spaces in newly designated *SFpark* pilot areas.
- Adding new meters to the twenty additional SFMTA parking lots to support more demand responsive pricing.
- Operating these additional metered spaces and sensors for approximately 18 months to match the term of the original pilot, and, if applicable, help to pay for ongoing operational costs of the parking sensors and meters in the original *SFpark* pilot project areas.
- Enhancing the *SFpark* data warehouse/transactional system to accommodate additional metered spaces.
- Increasing public awareness and education of *SFpark*'s goals and benefits.
- Implementing a pilot test of new residential parking management strategies, as required by original scope of work for the UPP-funded *SFpark* pilot projects

## **ALTERNATIVES CONSIDERED**

Without approval to increase the agreement's not-to-exceed amount, loan funds could not be utilized by the *SFpark* Program, since procurement of materials and support services are being managed through the SFMTA/Serco Inc. *SFpark* agreement.

## **FUNDING IMPACT**

Since loan funds have already been approved (by Board of Supervisors Resolution No. 392-10), and this item only formalizes use of these funds through the Serco/SFMTA *SFpark* agreement, passage of this item has no funding impact. As documented in the resolution approving the MTC loan, the SFMTA would pay back the loan over a five-year period using parking related

revenues contained in a separate account; no City general funds would be used to repay the loan.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

In addition to previous approvals for the *SFpark* Program, on August 3, 2010, the SFMTA Board approved the SFMTA to enter into a loan agreement with the MTC for \$22M to expand the scope of the *SFpark* Program (Resolution 10-107). The Board of Supervisors approved the loan on August 10, 2010 (Resolution 392-10). To expend the MTC loan through the Serco *SFpark* agreement, the SFMTA would also require approval of increasing the not-to-exceed amount from the Board of Supervisors.

The Contract Compliance Office has reviewed and approved the Amendment. Since the contract modification requires approval of the Board of Supervisors, the City Attorney will sign as to form after the Board of Supervisors has approved the item.

### **RECOMMENDATION**

The SFMTA recommends approving the Fourth Amendment to the Agreement with Serco Inc. for Administrative Services in Support of the *SFpark* Pilot Project (Civil Service No. 4154-07/08) to increase the contract not-to-exceed amount from \$22.08M to \$44.08M by accepting a loan from the MTC to replace, upgrade and add parking meters; conduct an education campaign and implement a pilot test of new residential parking management.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, In Fall 2008, the SFMTA Board approved the Agreement between the SFMTA and Serco Inc. for Administrative Services in support of the *SFpark* Project, for a total not-to-exceed amount of \$22.08M; and,

WHEREAS, The *SFpark* program will assist the SFMTA to achieve its overall goals for transportation, specifically for improving customer service and transit reliability, as well as reducing congestion and greenhouse gas emissions through better parking management; and,

WHEREAS, Since the program's implementation, SFMTA staff had discussed with USDOT the possibility of securing additional federal funding for the eventual expansion of *SFpark* to the rest of San Francisco and several years of operation and evaluation, which would have the potential to save the City millions of dollars in capital expenditures; and,

WHEREAS, On August 3, 2010, the SFMTA Board approved a loan from the MTC and on August 10, 2010 the Board of Supervisors approved the MTC loan under the Congestion Mitigation and Air Quality Improvement Program (Resolution 392-10) for \$22M, which loan will be repaid from parking revenues over the next five years ; and,

WHEREAS, Without approval to increase the agreement's not-to-exceed amount, loan funds could not be utilized by the *SFpark* Program, since procurement of materials and support services are being managed through the SFMTA/Serco Inc. *SFpark* agreement; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Fourth Amendment to the Agreement with Serco Inc. to replace, upgrade and add parking meters; conduct an education campaign and expand the pilot testing of new residential parking management strategies in support of the *SFpark* Pilot Project (Civil Service No. 4154-07/08) , and to increase the contract not-to-exceed amount by \$22,000,000 utilizing a loan from the Metropolitan Transportation Commission, for a total not-to-exceed amount of \$44,080,000.

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

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

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

**Fourth Amendment**

THIS AMENDMENT (this "Amendment") is made as of **June 28, 2011**, in San Francisco, California, by and between **Serco Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

**RECITALS**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the not-to-exceed amount to facilitate expansion of the pilot.
- C. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4154-0708** on **May 19, 2008**.

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

- 1. **Definitions.** The following definitions shall apply to this Amendment:
  - a. **Agreement.** The term "Agreement" shall mean the Agreement dated **June 1, 2008** between Contractor and City, as amended by the:  
  
**First amendment, dated September 15, 2009 and  
Second amendment, dated May 28, 2011 and  
Third amendment, dated November 19, 2011**
  - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. **Modifications to the Agreement.**
  - a. **Section.** Section **5** of the Agreement is amended in its entirety to read as follows:

## **5. Compensation**

a. In no event shall the total amount of all work, services, tasks and pilot projects (collectively "Work" or the "Project") under this Agreement exceed Forty Four Million, Eighty Thousand Dollars (\$44,080,000). The breakdown of costs associated with this Agreement appears in Appendix A, "Services to be Provided by Contractor and Payment Schedule.

b. 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.

c. The City shall pay Contractor 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 SFMTA, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month.

d. 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.

e. No later than three (3) working days from the date of Contractor's receipt of progress payments by the City, the Contractor shall pay any subconsultants for work that has been satisfactorily performed by said subconsultants, unless the prime consultant notifies the Director of SFMTA Office of Contract Compliance (OCC) in writing within ten (10) working days prior to receiving payment from the City that there is a bona fide dispute between the prime consultant and the subconsultant. Within five (5) working days of such payment, Contractor shall provide City with a declaration under penalty of perjury that it has promptly paid such subconsultants for the work they have performed. Failure to provide such evidence shall be cause for City to suspend future progress payments to Consultants.

Contractor may withhold retention from subconsultants if City withholds retention from Contractor. Should retention be withheld from Contractor, within thirty (30) days of City's payment of retention to Contractor for satisfactory completion of all work required of a subconsultant, Contractor shall release any retention withheld to the subconsultant. Satisfactory completion shall mean when all the tasks called for in the subcontract with subconsultant have been accomplished and documented as required by City. Within forty (40) days of

satisfactory completion of all work required of the subconsultant, Contractor should release any retention withheld to the subconsultant.

If the Contractor does not pay its subconsultant as required under the above paragraph, it shall pay interest to the subconsultant at the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

f. This Agreement is subject to the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments. In addition, , Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Contractor and all subcontractors under this Agreement shall also comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

g. This Agreement is subject to and Contractor shall comply with Article IV "Fiscal Provisions" and Article V "Audits, Third Party Contracting, Records Retention and Reporting" of the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects ("Master Agreement") between the City and CalTrans, a copy of which is appended to this Agreement.

h. City's payments to Contractor for Project-related travel and subsistence (per diem) expenses shall not exceed rates authorized to be paid rank and file employees of the State of California under current State Department of Personnel Administration (DPA) rules. The City shall compensate Contractor for per diem reimbursements and travel costs incurred by Contractor and its subcontractors as project costs only after Contractor and its subcontractors have actually incurred those costs.

**b. Section.** Appendix A of the Agreement is amended in its entirety to read as follows:



## **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:

<b>Value of Equipment Procured</b>	<b>Administrative Fee</b>
\$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, provide support for parking pilots and trials conducted by the Agency following the procedures generally described herein. As more specifically described below, the SFMTA will provide Contractor a general work proposal consisting of types of equipment to be procured and evaluated, the number of meters or other technology units to be installed, the timeline for completion of the work, and other requirements. Contractor will then provide the SFMTA with a price proposal for its review. The parties will then confer to negotiate a final work proposal and price schedule that will meet the SFMTA's goals and the Project budget.

**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 at the following hourly rates:

<b>Description of Parking Pilot Projects/Trial Support Services</b>	<b>Year 1</b>	<b>Years 2-4</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 and shall remain as stated for the duration 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 parties shall confer as to the final selection of subcontractors. SFMTA reserves the right to reject a subcontractor based on qualifications or price, but shall not unreasonably reject a subcontractor selected by Contractor. 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>Parking Meter Crew Types</b>	<b>Year 1</b>	<b>Years 2-4</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 and shall remain as stated for the duration 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:

<b>Type of Service</b>	<b>Year 1</b>	<b>Years 2-4</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>Position</b>	<b>Year 1</b>	<b>Years 2-4</b>
IT Support	\$208.02/hr	\$218.47/hr
IT Solutions Developer	\$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 and shall remain as stated for the duration 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 (SFPMMMS). 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>Position</b>	<b>Year 1</b>	<b>Years 2-4</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 and shall remain as stated for the duration 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:
  - i. Route
  - ii. Meter type (Subcontractor, multi vs. single, etc.)
  - iii. Individual Meter
  - iv. Date/Time, Day of Week, Week, Month
  - v. 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. SFPMMMS 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 Fee or Rate</b>	<b>Year 1</b>	<b>Years 2-4</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 Rate	\$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 and shall remain as stated for the duration of this Contract.

The total compensation from the SFMTA to the Contractor for Tasks 1, 2, 3, 4, 5 and 6 shall not exceed \$45,000,000.

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

<p><b>CITY</b></p> <p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Nathaniel P. Ford Sr. Executive Director/CEO</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>Robert K. Stone Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No. _____</p> <p>Adopted: _____</p> <p>Attest:</p> <hr/> <p>Secretary, SFMTA Board of Directors</p>	<p><b>CONTRACTOR</b></p> <p><b>Serco Inc</b></p> <hr/> <p>Deborah Brunetti Vice President of Contracts &amp; Procurement 1818 Library Street Suite 1000 Reston, Virginia 20190</p> <p>City vendor number: <u>7390801</u></p>
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