

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.4**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2011/12-08, for Parking Meter Coin Counting, Collection, and Support Services, and to negotiate a contract for these services with the highest-ranked proposer for a term of five years, with the option to extend for up to an additional four years.

**SUMMARY:**

- In 2002, the SFMTA contracted with Serco Inc. for parking meter procurement, coin collections, coin counting and management support services.
- Through the contract, more than 25,000 parking meters were purchased, installed and are maintained. There have been nine amendments to the agreement.
- Although the meter program has been successful, with collections of approximately \$270 million and expenses of \$68 million, the contract is approaching its 10-year anniversary.
- In order to encourage competition and integrate emerging technology evaluated in the SF*park* Pilot Program that allows customers a variety of ways to pay for parking meter spaces, the SFMTA plans to issue a new RFP for parking meter coin collection, counting and management services.
- The anticipated revenue to be collected through the new contract for the base term is approximately \$200 million; expenses are estimated at \$40 million.
- The proposed RFP must receive SFMTA Board approval prior to advertisement, since any contract awarded will require both SFMTA Board and Board of Supervisors approval.

**ENCLOSURES:**

1. Resolution
2. RFP and Scope of Work

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_ 11/28/11

SECRETARY \_\_\_\_\_ 11/28/11

ADOPTED RESOLUTION  
BE RETURNED TO Sonali Bose

**ASSIGNED SFMTAB CALENDAR DATE:** December 6, 2011

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### **PURPOSE**

The purpose of this item is to request that the SFMTA Board authorize the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2011/12-08, Parking Meter Coin Counting, Collection, and Support Services, and to negotiate a contract for these services with the highest-ranked proposer for a term of five years, with an option to extend for up to an additional four years.

### **GOAL**

The RFP for Parking Meters Collection, Counting and Support Services for San Francisco Parking Meter Management System will assist the SFMTA in meeting the following Strategic Goals:

- Goal 4: Financial Capacity: To ensure financial stability and effective resource utilization
- Goal 6: Information Technology – To improve service and efficiency, the SFMTA must leverage technology.

### **DESCRIPTION**

#### **Background of Current Meter Agreement**

In 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved a five-year Agreement with Serco Inc. for coin collections, counting and support services for a parking meter management system. There have been nine modifications to the Agreement, which will expire in June 2012. The Agreement 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 use of electro-mechanical meter vault locks that enhance security and auditability 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 (San Francisco Parking Meter Management System or SFPMMS) that links various types of meter software tracking programs into one integrated system that allows tracking of parking meter revenue, maintenance and smart card usage.

Since its inception in 2002, the current agreement has provided collection services of approximately \$270 million in parking meter revenue. The anticipated expenses for the current agreement are \$68 million (\$32 million for meter procurement and an average of \$3.6 million/per year for support services).

The number of parking meters has also increased and is currently approximately 28,332 metered spaces (24,992 single-space meters and 447 multi-space meters). In order to encourage competition and integrate emerging technology evaluated in the *SFpark* Pilot Program that allows customers a variety of ways to pay for parking meter spaces, including by coin, smart

card, credit card and cell phone, the SFMTA plans to issue a new RFP for parking meter management services.

In addition to the proposed RFP, the SFMTA will be developing a parking meter procurement RFP for citywide replacement of parking meters in order to further accommodate emerging meter-related and parking management technologies, including those identified and being evaluated through the *SFpark* Program.

### **Proposed RFP**

The proposed Coin Counting, Collections and Support Services RFP will consist of the following:

- Continued single and multi-space parking meter collections, counting, maintenance tracking and revenue reconciliation services
- Product support services (warranties, vendor applications support, resolution of technical issues that do not require direct vendor involvement, liaison support between SFMTA and vendor technical personnel)
- Oracle Database Administration (DBA) support services for meter tracking software application (SFPMMMS), including potential expansion of the system to accommodate additional meter manufacturers and new tracking elements (e.g. parking sensors), as needed
- IT support for single and multi-space meter management systems and infrastructure
- Procurement of meter spare parts and related services

Subject to approval of the SFMTA Board, it is anticipated that the RFP will be released in early December. Upon evaluation and the selection of the highest-ranked proposer, negotiations for the Agreement will commence. After the negotiation process is completed, the proposed Agreement will be submitted to the SFMTA Board and the Board of Supervisors for review and approval. The new contract will be awarded prior to the expiration of the current contract on June 30, 2012.

### **ALTERNATIVES CONSIDERED**

The option to extend the current agreement was rejected due to the lengthy term of the existing contract and the need to go out for a competitive solicitation process. The current agreement has been approved annually as a Prop J contract, which means that the City has determined that these services can be practically performed under private contractor at a lesser cost than similar work performed by City employees. Collection and counting services have been contracted out since 1978, and no City jobs would be lost as a result of this RFP and/or subsequent contract award. Therefore the SFMTA has opted to issue a new RFP.

### **FUNDING IMPACT**

Under the new contract, parking meter revenue collections are anticipated to be approximately \$200 million for the five-year base term of the contract. Coin counting, collections and support service expenses under the base term of the contract are estimated at \$40 million. Anticipated increases in the annual expenses for the agreement will come primarily from exercising the option to have the contractor process credit card and wireless communication fees.

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**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The RFP has been reviewed by SFMTA Contract Compliance and Contract Procurement Offices, and by the City Attorney's Office. The Contract Compliance Office has established an LBE goal of ten percent.

**RECOMMENDATION**

In order to encourage competition through competitive solicitation and to allow continued parking meter support services, it is recommended that the SFMTA Board of Directors authorize the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. - 2011/12-08, Parking Meter Coin Counting, Collection, and Support Services, and to negotiate a contract for these services with the highest-ranked proposer for a term of five years, with the option to extend for up to an additional four years.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, In 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved a five-year Agreement with Serco Inc. for coin collections, counting and support services for a Parking Meter Management System; and,

WHEREAS, Under the Agreement, the SFMTA has replaced 23,000 broken-down mechanical meters citywide and will have collected approximately \$270 million in parking meter revenue and \$68 million in expenses; and,

WHEREAS, There have been nine modifications to the original Agreement, which will expire in June 2012; and,

WHEREAS, In order to encourage competition and integrate emerging technology that allows customers a variety of ways to pay for parking meter spaces, including by coin, smart card, credit card and cell phone, the SFMTA plans to issue a new RFP for parking meter management services; and

WHEREAS, The proposed RFP will consist of meter revenue collections and counting, product support services, Oracle Database Administration of parking management system, IT support and procurement, procurement of meter spare parts and related services; and,

WHEREAS, The contract will be subject to approval by this Board and the Board of Supervisors; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2011/12-08, Parking Meter Coin Counting, Collection, and Support Services, and to negotiate a contract for these services with the highest-ranked proposer for a term of five years, with the option to extend for up to an additional four years.

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

**San Francisco Municipal Transportation Agency  
(SFMTA)**

**Request for Proposals for**

**Parking Meters Collection, Counting and Support Services  
for San Francisco Parking Meter Management System**

**SFMTA-2011/12-08**



Date issued:	DECEMBER 7, 2011
Pre-proposal Conference:	10:00 a.m., DECEMBER 21, 2011
Proposal due:	Noon, JANUARY 18, 2012

**San Francisco Municipal Transportation Agency (SFMTA)**

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Included but not attached:

**Appendix G – Scope of Work**

**Appendix H – Collection Maps**

**Appendix I – Current Collection Schedule**

**Appendix J – Pricing Workbook**



## **I. Introduction and Schedule**

### **A. GENERAL**

San Francisco Municipal Transportation Agency is soliciting qualified firms to submit a proposal for providing collection, counting and support related services for City's on-street parking meter systems. The contract shall have an original term of five years. In addition, the SFMTA shall have the option to extend the term of the Agreement up to four additional years, which SFMTA may exercise in its sole, absolute discretion.

### **B. SCHEDULE**

The anticipated schedule for selecting a consultant is:

<b>Phase</b>	<b>Date</b>
RFP is issued by the City	12/07/2011
Pre-proposal conference	12/21/2011
Deadline for submission of written questions or requests for clarification	12/23/2011
SFMTA answers and clarifications	12/30/2011
Proposals due	1/18/2011
Evaluation of Proposals	01/23-03/02/2012
Oral interview of short listed firms	03/09/2012
Contract Negotiations	03/19-04/20/2012
City Approval Process	04/23-06/01/2012
Contract Award	June 2012

## **II. Submission Requirements**

### **A. TIME AND PLACE FOR PROPOSAL SUBMISSION**

Proposals must be received by **Noon on December 16, 2011**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with the SFMTA **Contract Procurement Division** or mailed to:

**Attn: Mikhael Hart**  
**SFMTA Contract Procurement Division**  
**One South Van Ness Avenue, 7th Floor**  
**San Francisco, CA 94103-5417**

Proposers shall submit **ten** copies of the proposal, **two** copies of sealed price proposals, and **two** copies, separately bound, of required HRC Forms in a sealed envelope clearly marked **Collection, Counting and Support Services for San Francisco Meter Management System**

to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

## **B. FORMAT**

The department will place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, printed double-sided to the maximum extent practical, and bind the proposal with three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin). Please use Arial font size 12 with pages that have margins of at least 1" on all sides (excluding headers and footers).

A Table of Contents is mandatory.

You must also submit an electronic version of the proposal in Word and Adobe Acrobat versions for proposal itself and in Excel format for pricing section.

For a definition of terms, acronyms and abbreviations, see Appendix G.

## **C. CONTENT**

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

### **1. Introduction and Executive Summary (up to 3 pages)**

Submit a letter of introduction and executive summary of the proposal. Please provide the name, address, and telephone number of a contact person; and a brief description of your firm, as well as how any joint venture or association would be structured. The letter must be signed by a person authorized by your firm to obligate your company to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

### **2. Project Approach (up to 50 pages)**

Provide a narrative describing the services and activities that your firm proposes to provide to the SFMTA with respect to the Scope of Work, attached as Appendix G to this RFP. Describe administrative procedures, controls and processes designed to monitor and ensure compliance with contract services and responsibilities as it relates to coin and data collections of single- and multi-space parking meters, reconciliation services of physical coin and electronic revenues, coin counting services, facility setup and security, support services of the SFPPMS and

parking support systems' related IT infrastructure. Please include examples of administrative and technical procedures, checklists and other related to proposed services control documents.

Proposers are also encouraged to discuss any ideas for enhanced revenue collections, counting, reconciliation, support services, telecommunications, or other efficiencies and improvements to the current system that could be developed within the term of the Contract. This discussion should include the perceived benefits to the SFMTA of the proposed improvement.

### **3. Firm and Team Qualifications, References and Staffing Plan (up to 10 pages)**

Provide information on your firm's background and qualifications which addresses the following:

A description of not more than three projects similar in size and scope performed by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. At least one project must have commenced within the last five years. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.

Provide references for the projects listed above, including the name, address and telephone number of at least two contacts capable of commenting on your firm's performance.

Provide a list identifying: (1) the program manager (2) each key person on the project team, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the SFMTA's prior written approval.

Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary. Team resumes will not be included in the page count allocation for this section.

### **4. Fee Proposal**

#### **a) Required Services**

The SFMTA intends to award this contract to the firm that it considers will provide the best overall program services. The SFMTA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal in a sealed envelope using the form provided in Appendix J. Include the following information:

1. Contract Management Fees
2. Collection Services

3. Counting Services
4. Equipment Purchase
5. DBA and IT Hourly Rates
6. Procurement Burden Rate
7. Optional Services

The SFMTA will not accept any adjustments to service rates or fees for the base term of the contract. Equipment purchased (such as jet sorter, collection vaults and heads, collection carts, etc.) made in the beginning of the contract should be amortized over the term of the contract.

a) **Procurement Burden Rate**

Upon request of the SFMTA, the Contractor shall be expected to serve as City's procurement agent for parking and revenue reconciliation related technologies and support services, including but not limited to: meter spare parts, meter assemblies, extended equipment warranties, computer equipment and telecommunication equipment when and as directed by City's contracting officer. Contractors shall be required to adhere to City's procurement guidelines. Procurement burden shall in no event exceed five percent

b) **Optional Services**

Please provide a fee proposal for Optional Services described in Appendix G, Section XII). This fee proposal shall include the following categories:

1. *Special Revenue Collections and Counting*. Proposer shall specify a weekly crew rate that includes sufficient number of personnel, transportation and communication equipment to perform special revenue collections and counting of other non-specified pay station equipment.
2. *Data Input Services*. Proposer shall specify an hourly rate based on 1040 hours of work per year.
3. *Field Support Services for Meter Operations*. Proposer shall specify weekly crew rates that include sufficient number of personnel, transportation and communication equipment to perform field support services.

### **III. Evaluation and Selection Criteria**

#### **A. MINIMUM QUALIFICATIONS**

Proposers (and/or subcontractors who will be performing the applicable services) shall have the following minimum experience:

1. Three years of on-street parking meter coin collections (with at least 1,100,000 collections of single- and multi-space meters per calendar year)

2. Two years of processing and reconciliation of coin, credit card and/or smart card payments for a minimum of \$20 million annually.
3. Two years of Oracle DBA support services (database optimization, performance management, backup and recovery, security, version upgrades, support and creation of custom and ad-hoc reports).
4. Two years of general IT support services (support of database servers, regular hardware maintenance, warranty support, LAN and WAN support and performance management).

Proposers shall submit documentation demonstrating that it and/or its subcontractors comply with the Minimum Qualifications.

Any proposal that does not meet these Minimum Qualifications by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

## **B. SELECTION CRITERIA**

The proposals will be evaluated by a selection committee comprised of parties with expertise in transportation, finance, operations, and logistical areas. Firms that have a statistical chance of being the successful proposer may be interviewed by the committee to make the final selection. The SFMTA reserves the right to decide not to conduct oral interviews and award a contract based solely on the written proposal.

SFMTA intends to evaluate the proposals generally in accordance with the criteria itemized below:

### **1. Project Approach (80 points)**

- a. Coin and data collection services, staffing and management – 40 points
- b. Counting and reconciliation services, staffing and management – 20 points
- c. Product support services, IT support, DBA support, staffing and management – 20 points

### **2. Firm and Team Qualifications, including References (50 points)**

- a. Firm qualifications – 25 points
- b. Project team and subcontractors qualifications – 25 points

### **3. Fee Proposal (70 points)**

All fees and rates shall be taken from Appendix J.

a. *Contract Services (60 points):*

- (i) Contract management fees
- (ii) Collection services
- (iii) Counting services
- (iv) Collection and counting equipment purchase DBA and IT hourly rate

The lowest cost proposal for the above categories shall receive the total number of points assigned to this criterion (60 points). The other fee proposals shall be scored by dividing the amount of the lowest fee by the fee proposal being scored and multiplying the result by the total number of points assigned to the fee evaluation criterion.

For example, if a total of 60 points are assigned to rate proposals responding to an RFP, the proposer who offers the lowest cost proposal (e.g., \$1,000,000) receives all 60 points. The next lowest proposal (e.g., \$1,500,000) would receive a score of 40 points (\$1,000,000 divided by \$1,500,000, multiplied by 60).

b. *Procurement Burden and Optional Services (10 points):*

- (i) Procurement burden rate
- (ii) Optional services

Services in this category will be evaluated based on reasonableness and current market conditions.

The scores for a. and b. will be added together to determine each Proposer's score for its Fee Proposal.

**4. Oral Interview (20 points)**

Following the evaluation of the written proposals, written scores will be used to determine firm rankings. Should the SFMTA determine that oral interviews are necessary to make its final selection, the Proposers with a statistical chance of winning will be invited to participate in oral interviews. The interview will consist of standard questions asked of each of the proposers and shall last no more than 60 minutes, including questions from the evaluation committee. Proposers will be evaluated on their team's responses to these questions and quality of presentation. Oral interviews plus written scores would then be added together to calculate the final scores used for selection.

**IV. Pre-proposal conference and Contract award**

## **A. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

Proposers are encouraged to attend a pre-proposal conference on November 2, 2011 at 10:00 AM to be held at the Twin Peaks Conference Room at 1 South Van Ness Avenue, 8<sup>th</sup> Floor, San Francisco, CA. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

The incumbent facility site visit will commence at 2:00 PM on November 2, 2011. The Incumbent facility is located at 2200 Jerrold Ave, Unit M, San Francisco, CA 94124.

## **B. CONTRACT AWARD**

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

## **V. Terms and Conditions for Receipt of Proposals**

### **A. ERRORS AND OMISSIONS IN RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **B. INQUIRIES REGARDING RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Attn: Mikhael Hart  
SFMTA Contract Procurement Division  
One South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103-5417

All the inquiries regarding this RFP must be submitted by e-mail only. SFMTA staff will memorialize the questions and answers in a Questions and Answers document, posted on the

website, which will be combined with the questions and answers from the pre-proposal conference.

### **C. OBJECTIONS TO RFP TERMS**

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

### **D. ADDENDA**

SFMTA may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the SFMTA prior to the proposal due date regardless of when the proposal is submitted. Therefore, the SFMTA recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda. the SFMTA will not contact proposers to notify them of any changes to the RFP.

### **E. TERM OF PROPOSAL**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **F. REVISION OF PROPOSAL**

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

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

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

### **G. ERRORS AND OMISSIONS IN PROPOSAL**



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

## **H. FINANCIAL RESPONSIBILITY**

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

## **I. PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE**

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

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

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

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

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

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

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

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

## **J. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

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

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

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be

disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

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

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

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

#### **K. SUNSHINE ORDINANCE**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the 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's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

#### **L. PUBLIC ACCESS TO MEETINGS AND RECORDS**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L

submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

#### **M. RESERVATIONS OF RIGHTS BY THE CITY**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

#### **N. NO WAIVER**

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

#### **O. LOCAL BUSINESS ENTERPRISE GOALS AND OUTREACH**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

##### **1. LBE Subconsultant Participation Goals**

The LBE subconsulting goal for this contract is **10 percent** of the total labor value of the services to be provided. The LBE subconsulting goal shall also apply to the labor value of any Optional Services authorized after issuance of the Notice to Proceed. Pursuant to Sec. 14B.9 of the Administrative Code, proposers are hereby advised that the availability of Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) to perform sub-consulting work on this project is as follows: 6% MBE, 3% WBE, and 1% OBE. Proposers are further advised that they may not discriminate in the

selection of sub-consultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate, in its response, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by demonstrating that it exceeds the established LBE subcontracting participation goal by 35% or more, or 2) meets the established LBE subcontracting participating goal AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Sections 14B.8 and 14B.9 and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts (see Appendix A). For each LBE identified as a subcontractor, the Proposal must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission as Small or Micro-LBE at the time the proposal is submitted, and must be contacted by the Proposer (prime contractor), prior to listing them as subcontractors in the proposal. A Proposer who owns, controls or has any common ownership or control of more than one business will not receive LBE subcontracting credit for listing such firms. **Any proposal that does not meet the requirements of this paragraph will be deemed non-responsive and will be rejected.**

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

## **2. LBE Participation**

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

- a. a 10% discount to a Small or Micro-LBE; or a joint venture between or among Small or Micro-LBEs; or
- b. a 5% discount to a joint venture with Small or Micro-LBE participation that equals or exceeds 35%, but is under 40%; or
- c. a 7.5% discount to a joint venture with Small or Micro-LBE participation that equals or exceeds 40%; or

- d. a 10% discount to a certified non-profit entity.
- e. a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any state if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.] NOTE TO CCO STAFF: FOR CONTRACTS WITH AN ESTIMATED COST IN EXCESS OF \$400,000 AND LESS THAN OR EQUAL TO \$10,000,000.

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

### **3. HRC Forms to be Submitted with Proposal**

- a. Each proposal submitted must include 2 copies of the following Human Rights Commission (HRC) Pre-Award Forms contained in the HRC Attachment 2: (1) Form 2A: Contract Participation Form, (2) Form 2B: "Good Faith" Outreach Requirements, (3) Form 3: Non-discrimination Affidavit (4) Form 4: Joint Venture Participation Schedule (if applicable) , and (5) Form 5: HRC Employment Form. Please refer to HRC Attachment 2 (Appendix A to the RFP) for instructions on how to fill out the forms.
- b. Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled: HRC Forms for SFMTA Contract #2010/11-09; RFP for Public Relations/Communications Specialist, Attn: SFMTA Contract Compliance Office.

If you have any questions concerning the HRC Forms, you may contact (Insert Name) the SFMTA Contract Compliance Office, One South Van Ness Avenue., 6th Floor, San Francisco, CA 94103; phone: (insert Phone and email)

## **VI. Contract Requirements**

### **A. STANDARD CONTRACT PROVISIONS**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a

contract offer. the SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ 34 in the Agreement); the Minimum Compensation Ordinance (§ 43 in the Agreement); the Health Care Accountability Ordinance (§ 44 in the Agreement); the First Source Hiring Program (§ 45 in the Agreement); and applicable conflict of interest laws (§ 23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

## **B. NONDISCRIMINATION IN CONTRACTS AND BENEFITS**

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

## **C. MINIMUM COMPENSATION ORDINANCE (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 43.

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

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

## **D. HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative

Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

#### **E. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm) and from the First Source Hiring Administrator, (415) 401-4960.

#### **F. CONFLICTS OF INTEREST**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including 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. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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



## **VII. Protest Procedures**

### **A. PROTEST OF NON-RESPONSIVENESS DETERMINATION**

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

The SFMTA reserves the right to proceed the proposal selection process with the responsive proposers during the five-day protest period. The SFMTA will cease the proposal selection process only when it receives a notification of decision that is in favor of the protester.

### **B. PROTEST OF CONTRACT AWARD**

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

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

The SFMTA reserves the right to proceed the contract negotiation with the highest scored proposer during the five-day protest period. The SFMTA will cease contract negotiation only when it receives a notification of decision that is in favor of the protester.

### **C. DELIVERY OF PROTESTS**

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

Attn: Mikhael Hart  
SFMTA Contract Procurement Division  
One South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103-5417

## **Appendix A**

### **City and County of San Francisco Human Rights Commission**

#### **HRC Attachment 2**

#### ***Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$29,000 and over***

## Appendix B

### Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification  www.sfgov.org/oca/purchasing/forms.htm  www.irs.gov/pub/irs-fill/fw9.pdf	W-9	<i>The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.</i>	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector.	Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application	HRC-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form.  <b>Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</b>	Human Rights Commission 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500
4.	HRC LBE Certification Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Commission 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

#### Office of Contract Administration

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)  
Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

**Human Rights Commission**

HRC’s homepage: [www.sfhrc.org](http://www.sfhrc.org)  
Equal Benefits forms: Click on “Forms” under the “Equal Benefits” banner near the bottom.  
LBE certification form: Click on “Forms” under the “LBE” banner near the bottom

APPENDIX C

**Sample Contract Template**

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**City and County of 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  
[Contractor\_Name]  
for Parking Meter Coin Collection, Counting and Support Services**

**Contract No. SFMTA#2011/12-08**

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between: [Contractor\_Name], [Contractor\_Address], [Contractor\_CityStateZip] (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

**Recitals**

- A. The SFMTA wishes to procure collection, counting and support services for its on-street parking meter systems.
- B. A Request for Proposals (“RFP”) was issued on [insert date], and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. The positions required under this Agreement are subject to a determination by the Controller and Board of Supervisors of exemption from Civil Service appointment under Section 10.104(15) of the Charter.

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 five years from the Effective Date, with an option to extend the term for up to four years at the discretion of the SFMTA.

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

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

**5. Compensation.**

**a. Amount.** Compensation under this Agreement shall be based on a fixed amount for the Core Services \_\_\_\_\_ not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), and, for the Additional Requested Services \_\_\_\_\_, a negotiated lump sum price per Service, for a total amount for the Additional Requested Services not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). In no event shall the total amount of this Agreement exceed \_\_\_\_\_ (\$\_\_\_\_\_).

**b. Payment.** Compensation shall be made in monthly payments on or before the 30th day of each month for the percentage of work on each Service, as set forth in Section 4 of this Agreement, that the SFMTA Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by 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.

Payments for completed Services will be made on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in Appendix B, regardless of the number of hours that Contractor has expended on the Service.

Contractor shall provide back-up documents with its invoices to SFMTA at the level of detail requested by the SFMTA Liaison identified in Appendix A of the Agreement to allow the SFMTA Liaison to effectively track the level of services provided by Contractor and Contractor's subcontractors.



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

**c. Additional Requested Services.** The SFMTA will define the requirements for the Additional Requested Services. The cost and estimated time to perform each Service fully will be agreed upon in advance of the start of work on each Service in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below.

- (i) Scope of Work.** SFMTA will prepare the scope of work and expected time of completion, using the Service Order form (Appendix C) and transmit the Service Order form to the Contractor with a request for a proposal for the performance of the Service.
- (ii) Information and Data.** The Contractor shall request in writing any information and data it will require to perform Service Orders. The Contractor shall identify the timing and priority for which this information and data will be required. The Contractor and SFMTA shall reach agreement as to the availability and delivery time for this data and information during initial Service negotiations.
- (iii) Contractor Proposal.** The Contractor shall prepare and submit a proposal for the Service to the Contracting Section showing:
  - (a) A detailed description of the work to be performed and the means and methods that will be used to perform it;
  - (b) Milestones for completion for each Service and deliverables at each milestone;
  - (c) Personnel and the subcontractors assigned to each part of the work along with a justification as to why such personnel are qualified to perform the work; and prior experience in performing work of this nature;
  - (d) A detailed cost estimate for each Service showing:
    - 1) Number of hours for each Service, along with the negotiated billing rates as set forth in Table 2 of Appendix B;
    - 2) Estimated reasonable out-of-pocket expenses;
- (iv) Negotiation.** The SFMTA will review the proposal and negotiate a lump sum price to perform the work of each Service.
- (v) Record of Negotiations.** If agreement is reached, the SFMTA will document the negotiations and agreement in a Record of Negotiations.
- (vi) Controller Certification.** The SFMTA will request certification from the Controller that adequate funds are available to proceed with the Service as agreed.
- (vii) Notice to Proceed (NTP).** After certification, the TEP Program Manager will send to the Contractor a written NTP and Service Number. The Contractor is required to use the Service number when submitting invoices to the Contracting Section for payment. The Contractor shall not commence work on any Service until it receives a written NTP for the Service.
- (viii) Changes.** Agreed lump sum prices for Services above cannot be modified unless there is a material change in the scope of work of the Service. If there is a material change in the scope of work of a Service, then a proposal, negotiations, Record of Negotiations and approval of the Record of Negotiations shall be required before changes to agreed lump sum prices can be approved. Certification by the Controller is required for changes that result in an increase to the total cost of a Service.

- (ix) **Failure to Agree on Terms of Service.** In the event that City and Contractor cannot reach agreement on the terms of the Service Order, City may either cancel the Service Order and have the work accomplished through other available sources, or City may direct the Contractor to proceed with the Service under such conditions as City may require to assure quality and timeliness of the Service performance. **Under no circumstances may the Contractor refuse to undertake a City-ordered Service.**

d. **Subcontractor 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 SFMTA 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.

e. **Key Team Members.** The Contractor agrees that the following Key Team Members shall be committed and assigned to work on the Project to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor offices within the San Francisco Bay Area if required by SFMTA:

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Project (e.g., is removed from this Project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

f. **Current Workload and Available Resources.** The Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under this Agreement. The Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within a reasonable time, not to exceed three weeks of the receipt of NTP on a particular Service.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by 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. 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. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**7. Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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. Performance Bond.** Prior to commencement of work under this Agreement, Contractor shall file with the City a corporate surety bond, in the amount of two million dollars (\$2,000,000) to guarantee the faithful performance of the Agreement. If the Contractor provides the City with a bond for a period less than the full term of this Agreement, the Contractor shall provide advance written notice to the City at least ninety (90) days prior to the expiration of the bond if the corporate surety decides to cancel the bond, not to extend the term of the bond, or not to issue a Continuation Certificate.

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

**10. Taxes.** 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. 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 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 \$2,500,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

(4) Equipment Installation Floater: Contractor shall purchase and maintain in force, throughout the term of this Contract, an installation floater on an all-risk form, excluding

earthquake and flood, for 100 percent of the replacement value of all City-furnished equipment as specified in the Appendix G. The value of City furnished equipment is \$750,000.

(5) Commercial Crime Insurance: Contractor shall maintain throughout the term of this contract, at no expense to City, a Commercial Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$500,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.”

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(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. Regarding Workers’ Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days’ advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the “Notices to the Parties” section.

e. 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.

f. 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.

g. 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.

h. 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.

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

j. 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.

## **16. Indemnification**

**a. General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential

damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

**b. Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

**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 the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

**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.** See Attachment A (Scope of Work), Part XIII.

**20. Default; Remedies.** 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 shown in the table below:



Section Number	Section Heading
8.	Submitting false claims
10.	Taxes
15.	Insurance
24.	Proprietary or Confidential Information of City
30.	Assignment
37.	Drug-Free Workplace Policy
53.	Compliance with Laws
57.	Protection of Private Information
58.	Graffiti Removal

(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.

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. 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.** This Section and the following Sections of this Agreement show in the table below shall survive termination or expiration of this Agreement:

Section Number	Section Heading
8.	Submitting False Claims
9.	Performance Bond
10.	Taxes
11.	Payment Does Not Imply Acceptance of Work
13.	Responsibility for Equipment

Section Number	Section Heading
14.	Independent Contractor; Payment of Taxes and Other Expenses
15.	Insurance
16.	Indemnification
17.	Incidental and Consequential Damages
18.	Liability of City
24.	Proprietary or Confidential Information of City
26.	Ownership of Results
27.	Works for Hire
28.	Audit and Inspection of Records
48.	Modification of Agreement
49.	Administrative Remedy for Agreement Interpretation
50.	Agreement Made in California; Venue
51.	Construction
52.	Entire Agreement
56.	Severability
57.	Protection of Private Information

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

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

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

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

To City: Lorraine R. Fuqua  
SFMTA Finance  
San Francisco Municipal Transportation Agency  
One South Van Ness Ave. 8<sup>th</sup> floor  
San Francisco, CA 94103  
E-mail: lorraine.fuqua@sfmta.com

To Contractor: [Contractor\_Contact]  
[Contractor\_ContactTitle]  
[Contractor\_Address]  
[Contractor\_CityStateZip]  
Fax: [Contractor\_Fax]  
E-mail: [Contractor\_E-mail]

Any notice of default must be sent by registered mail.

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

**27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. City and Contractor agree that all policies and procedures prepared under the terms of this Agreement will be subject to the provisions of this Section and Section 26.

**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.

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

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

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

**32. Earned Income Credit (EIC) Forms .** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. 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. 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. 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. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a

part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

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

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

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

**(2) Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 10%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

**(3) Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under

this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**(4) Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

### **34. Nondiscrimination; Penalties**

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

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

**c. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the



City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

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

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

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

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

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

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

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

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

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

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency 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**

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 Sections 12P.5 and 12P.5.1 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.

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.

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.

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.

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

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.

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.

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.

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 section 12Q.5.1 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. First Source Hiring Program**

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

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

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

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

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

**e. Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;



therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

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

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

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

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

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from 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 in the same manner as this Agreement. **[If the contract amount is \$50,000 or more, then add the**

**following sentence:]** Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

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

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

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

**55. Left blank by agreement of the parties (Supervision of Minors).**

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

**57. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a

material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

**59. Food Service Waste Reduction Requirements.** 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. Left blank by agreement of the parties (Slavery Era Disclosure)**

**61. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

<b>CITY</b>  <b>San Francisco Municipal Transportation Agency</b>  _____ Edward D. Reiskin Director of Transportation  Approved as to Form:  Dennis J. Herrera City Attorney  By: _____ Robin M. Reitzes Deputy City Attorney  AUTHORIZED BY:  MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS  Resolution No: _____  Adopted: _____  Attest: _____ Roberta Boomer, Secretary to the SFMTA Board of Directors  Board of Supervisors  Resolution No: _____ Adopted: _____  Attest: _____ Clerk of the Board	<b>CONTRACTOR</b>  [Contractor_Name]   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.  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.  _____ [Contractor_Signatory] [Contractor_SignatoryTitle] [Contractor_Address] [Contractor_CityStateZip]  City vendor number: [Contractor_Vendor#]
---	---

### Attachments

A: Services to be provided by Contractor

SFMTA P-500 (5-10)

B: Calculation of Charges

**Attachment A**  
**Services to be provided by Contractor**

Contractor:    **[Contractor\_Name]**

**1.      Description of Services**

Contractor agrees to perform the following services:

**[If an RFP was issued, include the following statement: ]**

“Contractor’s proposal, dated **[insert date]** is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices, 2) the Request for Proposals dated **[insert date]**, 3) Contractor’s Proposal, dated **[insert date]**.”

**2.      Reports**

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.

**3.      SFMTA Liaison**

In performing the services provided for in this Agreement, Contractor’s liaison with the SFMTA will be Lorraine R. Fuqua.

**Attachment B  
Calculation of Charges**

Contractor:    **[Contractor\_Name]**

**[List, as applicable:]**

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.



**Appendix C**  
**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**  
**SERVICE ORDER FORM**

**Contract Title:**

**Contract No.:** \_\_\_\_\_

**Project Title:**

**Project No.:** \_\_\_\_\_

**SERVICE ORDER DESCRIPTION**

<b>Task Title</b>				
<input type="checkbox"/> <b>New Service Order</b> <input type="checkbox"/> <b>Revised Service Order</b>				
<b>Work to be Performed</b>				
<table style="width: 100%;"><tr><td style="width: 50%;"><b>Schedule</b></td><td></td></tr><tr><td>Start Date:</td><td>Estimated Completion Date:</td></tr></table>	<b>Schedule</b>		Start Date:	Estimated Completion Date:
<b>Schedule</b>				
Start Date:	Estimated Completion Date:			
<table style="width: 100%;"><tr><td style="width: 50%;"><b>Budget Amount: \$</b></td><td><b>Index Code:</b></td></tr></table>	<b>Budget Amount: \$</b>	<b>Index Code:</b>		
<b>Budget Amount: \$</b>	<b>Index Code:</b>			

**Deliverables**

Descriptions	Date Requested	Quantity

**APPROVALS**

<b>Approved</b> _____	<b>Date:</b> _____
<b>Program Manager</b>	
<b>Approved</b> _____	<b>Date:</b> _____

\_\_\_\_\_  
**SFMTA Chief Financial Officer**

## Appendix D

### Attestation of Compliance on Communication Prior to Contract Award

*To be completed by all Proposing Firms and All Individual Subcontractors*

(Please check each box, sign this form and submit it with your proposal.)

Name of individual completing this form:

\_\_\_\_\_

The form is submitted on behalf of firm:

\_\_\_\_\_

Title of RFP and RFP No.: **[Insert RFP Title and RFP no.]**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VI. J of the RFP.

☐ Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of the Section VI. J of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration.

☐ Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(1) \_\_\_\_\_  
(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
  - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
  - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Name (print)

\_\_\_\_\_  
Authorized Representative Title (print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## Appendix F

### Certification Regarding Lobbying

---

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation (“SFMTA”) Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: \_\_\_\_\_

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

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**TABLE OF TERMS/ABBREVIATIONS**

<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
ANSI	American National Standards Institute
AOD	Add On Device - Medeco's hardware attached to DAP Handheld. AOD is used to open locks, retrieve revenue and maintenance data from MacKay single-space parking meters
Business Day	Monday through Friday, excluding holidays.
Business Hours	Monday through Friday, 8 a.m. to 5 p.m.
CALS	Client Access Licenses
Cashbox	Coin depository within multi-space meter
CCS	Central Computer System
CLK	Abbreviation for clock
Coin Canister	The canister in the single-space meter vault to which coins are deposited by the meter user
Collection Crew Shift	A four (4) hour work shift for meter coin collectors
Collection Route	A series of parking meters that are generally grouped by geographic locations, hours of operation and meter rates
Collection Sub-route	Smaller portion of collection route
Collection Vault	Canister used by collection staff to deposit coins from the coin canister
Collection Vault Head	Upper part of the collection vault with coin canister receptacle.
Contractor	[The vendor who is awarded the contract]
CSV	Comma separated values file
Data Collection Crew	One driver and one or two parking meter collector
Day	A calendar day.
DBMS	A software package with computer programs that control the creation, maintenance, and the use of a database
DES	Data encryption standard
Device Application	MacKay's WinEMU, Medeco's MeterSecure and the Duncan Parking Management Software
Duncan	Meter Manufacturer
EEPROM	Electrically erasable programmable read-only memory located on the bottom of the Duncan/Reino intelligent cashbox



<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
EPM	Electronic Parking Meter
Eprobe	Parkeon Electronic Collection Key
E-purse	MacKay Single-Space Meter Mechanism
Financial Audit Data	Itemized coin, credit card and smart card revenue total
Fiscal Year	July 1 – June 30
FTP	File transfer protocol
Incumbent	Serco Inc.
Intelligent Duncan/Reino Cashbox	Reino/Duncan multi-space cashbox with electronic memory chip on the bottom
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter management system
ISO	International Standards Organization
J.J. MacKay	Meter Manufacturer
Jet Sorter	Coin sorter
LAN	A local area network (LAN) is a computer network that interconnects computers in a limited area
Level Two Support Technician	Technicians and support analysts certified by technology providers to be a liaison between vendor and SFMTA
LKI	Medeco VLS Meter Vault Lock Door Interface
Medeco	Manufacturer of electromechanical locks
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
MST	Money Systems Technology Inc., manufacturer of the coin sorter
MTC	Metropolitan Transportation Commission
Multi-Space Meters Collection Crew	One driver and one parking meter collector
Nexgen Key	Medeco Electronic Key
Nexgen Lock	Not Integrated Medeco Electromechanical Lock
NFC Sensor	Near Field Communication Sensor
Non-Productive Time	The driving time between routes and walking time on blocks that have few or no meters.
ODBC	Open Database Connection
OLE	Object Linking Embedding
Parkeon	Multi-space parking meter manufacturer
Parkeon MMS	Parkeon Meter Management System
Paystation	Multi-space parking meter

<b>TERM / ABBREVIATION</b>	<b>DEFINITION/FULL TEXT OF TERM / ABBREVIATION</b>
PDT	Personal Data Terminal
Primary Audit	Electronic Audit file from MacKay E-Purse mechanism that contains detailed revenue and maintenance data
Reino/Duncan	Multi-space parking meter manufacturer
Reino/Duncan MMS	Reino/Duncan Meter Management System
SCI	Smart Card Interface
SFMTA	San Francisco Municipal Transportation Agency
SFMTA Data warehouse	SFMTA data warehouse (DW) is a database used for reporting and analysis of parking related data. The data stored in the warehouse is uploaded from the various parking operational systems.
SFMTA Meter Repair Shop	SFMTA meter maintenance headquarters, located at 1508 Bancroft St, San Francisco
SFMTA Server Room	SFMTA's primary information systems site
SFPM Software	San Francisco Parking Management Application, a customized Oracle DBMS platform that includes database, user interface, and reporting applications
SFPMMS	The San Francisco Parking Meter Management System, which comprises the software systems that support all of San Francisco's parking meters, SFPM application, revenue collection and maintenance operations. These systems have individual databases and in some cases share data from one system to the next, as well as feed data to the main management and reporting platform, a custom-built Oracle DBMS (SFPM) with an interface built upon Oracle Forms. The core systems for the SFPMMS consist of four Dell servers and ten workstation computers
Single-Space Meters Collection Crew	One driver and two parking meter collectors
SIT (SCG)	Serco Integrated Transport/ Serco Civil Government Group. Incumbent's office in the United Kingdom that developed and currently supports the SFPM
Source Devices	Devices that generate or accept data used by the SFPMMS, including the single-space meters, multi-space meters, electromechanical locks and PDTs
SQL	Structured Query Language
Summary Audit Data	Audit data of revenue totals by coin denomination and electronic cash provided by the MacKay E-Purse

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
T1	A point-to-point telecommunication line
VLS Lock	Integrated with E-Purse MacKay Mechanism Medeco Electromechanical Lock
WAN	A wide area network (WAN) is a telecommunication network that covers a broad area
XML	Extensible Markup Language (XML) is a set of rules for encoding documents in machine-readable form

## I. COIN AND DATA COLLECTION SERVICES

### A. Collection Service Staffing Requirements

Contractor shall ensure that all routes are collected according to the previously agreed collection schedule. Crew leaders shall transport their collection crew, collection equipment, collected coins and data safely to and from their designated routes and sub-routes each collection day. Crew leaders shall be responsible for securing all collections equipment and vehicles. Crew leaders shall also document the equipment used during the collection day.

Field supervisors shall ensure that all meter collectors are aware and knowledgeable of the routes assigned for collection and that each collector collects the route in sequence and completely.

Contractor shall provide mobile support to all of the collection crews in the field in case they encounter mechanical or technical problems. The On-Street Supervisor will supervise all of the Crew Leaders and collectors to ensure that they are following approved policies and procedures.

The Collections and Counting Manager shall have general oversight of all of the Contractor's employees that work for the SFMTA on parking meter collections. The Collections and Counting Manager shall ensure that all crews complete their daily assignments following Contractor's Standard Operating Procedure.

Contractor shall monitor all the daily activities and track such problems as broken meters, faulty keys, locks, and/or any other equipment problems that might arise.

Contractor at the minimum shall be able to provide three types of collection services:

- 1) Single-Space Collections
- 2) Multi-Space Collections
- 3) Data Collections

The following is the crew configuration currently in place. ***Proposers may wish to alter these configurations and are welcome to do so. However, pricing shall be listed for each of the three categories above.***

Single-Space Collections – Current crews consists of crew leader and two collectors. All crew

members perform meter collections. The number of collections by each crew member should be based on established collections frequencies, route and sub-route structure, and the geography of SFMTA's streets.

Multi-Space Collections – Current crews consists of a Crew Leader and one collector. Both crew members shall be present while performing multi-space meter collections. The number of collections by each crew member should be based on established collections frequencies, route and sub-route structure, and the geography of SFMTA's streets.

Data Collections – The current crew consists of 2-3 persons. All the crew members perform data collections. The number of collections by each crew member should be sufficient to ensure that all the SFMTA's MacKay Single-Space Parking Meters are visited at least once within a 30-Day day time period.

## **B. Routes and Schedule**

The SFMTA will provide the list of SFMTA's collection routes/sub-routes and the most current frequency of collections to the Contractor. The SFMTA reserves the right to change the routes, route schedule and collection frequency as required by normal meter installations and removals, rate changes, segregated revenue rate tests, meter pilots, security concerns, or when additional collections are required. The SFMTA will provide Contractor with a 48-hour notice of changes in the collection schedule and confirm the scheduling change in writing.

Contractor shall be required to develop and submit a parking meter collection plan on behalf of the SFMTA for its review and approval that will ensure that every parking meter is collected on a consistent schedule. This schedule should prevent the meters from jamming because they are full of coins and should discourage theft. Once approved and implemented, the SFMTA requires that the collection plan be re-evaluated by the SFMTA and Contractor on a monthly basis.

Contractor shall be required to incorporate the following parameters into its proposed collection plan:

- 1) Collection work shall be set at a frequency such that the coin canister inside the meter will not be heavier than an average of 1.5 pounds (approximately \$20 in coin).
- 2) Collection work shall be designed so that the number of collection crew shifts required to collect the assigned meters is distributed as evenly as possible across all five working days of the week.
- 3) The collection plan shall address how the different parking meter rates and payment methods affect the frequency of collection.
- 4) The collection plan shall minimize the amount of Non-Productive Time.
- 5) SFMTA may elect to combine single- and multi-space collection routes for enhanced revenue tracking.
- 6) Contractor shall perform meter collections daily, Monday through Friday. The SFMTA currently observes three meter holidays: New Year's Day, Thanksgiving Day and Christmas Day.

Contractor shall be responsible for checking SFMTA's website each calendar year to verify the dates of observed meter holidays. However, the SFMTA reserves the right to require Contractor to collect from SFMTA parking meters on SFMTA-observed meter holidays and weekends, if

necessary.

Contractor shall develop and maintain a set of policies and procedures describing the methodology used to provide the meter collections services.

Currently the SFMTA collection routing system is structured as follows:

Single-Space Meter Routes	119
Single-Space Meter Sub-Routes	333
Multi-Space Meter Routes	32

### C. Required Collection Services

Contractor shall issue at the beginning of each collection day, at a time specified in advance, all required equipment (e.g.: electronic Nexgen keys, Medeco keycards, DAP handheld devices, daily assignments lists, and locked and sealed collection vaults on wheeled carts) each labeled with permanent identification numbers and appropriate security seals. These collection vaults shall be used to collect monies from coin canisters that are located in the parking meter coin canisters. A SFMTA representative or his/her designee will assign schedules and route/sub-route assignments before each collection day within the appropriate management systems. The Contractor shall collect the revenue from all parking meters in strict accordance with the appropriate schedule, showing the routes and the frequency of collection as approved by the SFMTA. Each collector shall collect from all meters on each daily assigned route.

- 1) **Single-Space Meters:** The SFMTA currently utilizes two types of single-space parking meter mechanisms: MacKay E Purse and IPS and one type of parking meter housing: MacKay MKH 4500. The SFMTA's parking meter housings have been outfitted with either a Medeco VLS Electromechanical Lock or Medeco Nexgen Lock. In order to access the meter vault, the Contractor shall be required to use either a DAP handheld device or Nexgen electronic key. Contractor shall open only one (1) single-space parking meter vault at a time, remove the coin canister, insert the coin canister in the head of the collection vault and turn the coin canister sufficiently to empty the canister. Once empty, the collector shall remove the coin canister from the head of the collection vault, reinsert the empty canister into the parking meter vault and close, secure and lock the parking meter vault door. It is the responsibility of the Contractor to ensure that coin canisters are reinstalled correctly in the meter vault and vault door is properly closed by collectors once they complete their collection activities. It is expected that the Contractor will collect on average from at least one meter every 45 seconds. When collecting IPS meters the Contractor shall ensure that each meter is reset by properly inserting the collection card into meter's credit card slot. If a meter fails to reset it shall be reported in the daily meter condition report.
- 2) **Multi-Space Meters (paystations):** The SFMTA currently utilizes three types of multi-space paystations: Duncan (Reino, VM) and Parkeon. Paystations have been outfitted with a Medeco VLS Electromechanical Lock, Medeco Nexgen Lock or Parkeon Electronic Lock. In order to access any type of meter vault Contractor shall be required to use either a DAP handheld device, Nexgen electronic key or Parkeon Vault Door Probe. Contractor shall open only one (1) paystation at a time according to manufacturer's instructions based on the type of paystation. In the future, other manufactured paystations may be used. The security

protocol shall be followed explicitly by removing filled cash boxes and placing empty cash boxes into the paystation vault, and securely locking the unit after the vault is closed. The cash boxes shall be stored in vehicles where access is controlled. Contractor shall ensure that each Crew Leader maintains logs of what cashboxes were inserted and collected from which paystations. The control log shall at a minimum contain the following information:

- a) Collection Date
  - b) Collection Time
  - c) Paystations Location ID
  - d) Collected Cashbox ID
  - e) Empty Cashbox ID
  - f) Collection Route/Sub-route
  - g) Collector's identification
  - h) Crew Leader's signature
- 3) **Data Collections:** Contractor shall be required to collect Primary Audit data from all the SFMTA's MacKay single-space meters at least once a month. The Primary Audit data is collected by means of a DAP handheld device and either SCI (Smart Card Interface) or via LKI keycards. The time for Primary Audit data download depends on the size of the transmitted data file and can take from 30 seconds to two minutes. If meter fails to reset, Contractor shall report the failure in the daily meter condition report. Currently there are approximately 20,000 MacKay meters.

Neither collectors, crew leaders nor supervisors shall carry tools of any kind when performing their collection duties.

Contractor shall supply the Counting Facility with an approved transmittal form identifying each collection vault by number, route, sub-route street side (Odd/Even, North/South, or East/West), collector's name and Crew Leader's name. Contractor shall deliver parking meter coins the same day they are collected to the Collections and Counting Facility in enough time to allow for coin counting and armored car pick-up of proceeds. All coinage collected shall be transported in fully enclosed and secured vehicles.

Currently the incumbent processes collections and counting for the SFMTA and the Port of San Francisco. Additional City agencies may be added in the future. In no instance any City agencies' collections shall be consolidated with any other agencies' collections in the same vehicle without prior authorization from SFMTA.

The Port of San Francisco has both single- and multi-space meters. The present Port's inventory is approximately 400 IPS single-space parking meters and 70 Parkeon paystations; these are divided into seven single-space collection routes and seven multi-space routes.

## **D. Equipment Requirements**

If SFMTA-owned equipment is damaged or stolen while Contractor is performing collection services, Contractor shall replace the equipment within ten (10) Days of the incident. If Contractor fails to replace the items within the specified time, the SFMTA shall have the option of replacing the equipment and crediting the expense from monies owed to Contractor's for monthly services.

### **1) Revenue Collection Equipment**

The SFMTA will provide the Contractor with electronic collection keys (DAP Handhelds, Nexgen Keys, Parkeon eProbes etc.), collection vaults and collection vault heads, canisters security locks (current model Medeco padlock 52-W-620100-26M7), collection carts and meter "out of service" bags. NOTE: Contractor is responsible for removing out of service meter bags upon completion of collection route *before* the collection vehicle leaves the parking space used.

SFMTA's current inventory is as follows:

- a) Collection Vaults and Collection Vault Heads: 300
- b) Collection Carts: 24

***Proposers shall provide pricing for replacing SFMTA's existing collection vaults (without heads) and six new collection carts. Collection vault and cart designs shall be approved by SFMTA prior to any purchase. Proposers shall amortize the costs of the collection vaults and carts over the base term of the contract.***

The Contractor shall supply key chains, belt loops and other collection-related equipment as necessary and approved by the SFMTA. The Contractor shall provide proper security seals at its own expense. Security seals need to be barcoded and logged. The Contractor shall bear responsibility for the maintenance and care of equipment issued to it by the SFMTA that it will use in the performance of its duties.

The Contractor shall maintain a complete and orderly inventory list of all the equipment provided by the SFMTA. All the equipment issued by SFMTA is subject to inspection at any time without notice.

***Proposers shall recommend an inventory asset management system that includes the ability to bar code all the equipment as designated by the SFMTA.***

### **1) Equipment Inspection and Maintenance**

The Contractor shall conduct and document, at a minimum, a monthly inspection of all the collection carts, canisters and related parts, inside and outside, for broken welds, cracks, dents, and other problems that may endanger the integrity of the canister, canister vault head, and collection cart. The coin canister receptacle (receiver) on the lid of the collection canister is to be inspected for broken or missing key or any other type of damage. In addition, the Contractor shall inspect the rubber boot on the bottom of the inside of the coin canister receptacle. If this boot is not tightly in place, is torn or worn,

or is missing the metal weight that keeps the boot in place, it is the responsibility of the Contractor to maintain and pay for equipment repairs.

The Contractor shall inspect the collection canisters to ensure that the canister vault doors are sealed after collections are completed. At the end of every Business Day, the Contractor shall record the number of the seals used on every collection vault and input the seal numbers to the asset management system.

If the Contractor discovers that a seal is missing, the Contractor shall notify the SFMTA's representative immediately and conduct a proper investigation of the incident. Contractor's program manager shall submit the report to SFMTA within five Business Days of the incident.

## **2) Collection Keys Control**

The Contractor shall bear responsibility for all the keycards, Nexgen keys, Parkeon eLock keys and other related equipment in the possession of its staff for the duration of the contract term. The Contractor may not duplicate any keys. Should keys or locks fail while a coin vault is open, Contractor shall immediately report the failure to the SFMTA and bag the meter with the bag supplied by SFMTA. After meters have been collected each day, the keys shall be stored in a secured locked room as directed by SFMTA. In case of missing collection key equipment, the Contractor's security staff shall conduct a full investigation and provide the SFMTA with a written report that describes the Contractor's corrective actions taken within five Business Days of the incident.

The Contractor shall report lost or broken collection equipment to the SFMTA on the same day of the incident, using the Missing or Damaged Equipment Report referenced in Section I.E below. The Contractor shall retrieve all pieces of a broken key if they are not stuck in the meter and deliver them to the SFMTA. In addition, the Contractor shall cover and lock any meters or paystations with irretrievable broken keys or key pieces with a bag furnished by the SFMTA.

## **3) Electronic Locks**

SFMTA's current parking meter technology utilizes the following types of electronic locks:

- a) Medeco VLS Electromechanical Lock
- b) Medeco Nexgen Lock
- c) Parkeon eLock

Contractor will be provided with appropriate system accesses and equipment to conduct meter collections. At the beginning of every collection day collectors will be issued a handheld device (DAP handheld, Nexgen Key, and/or Parkeon e-probe) that is programmed by an SFMTA representative to only open the meters along their designated routes. The Contractor's collection employees shall sign for the handheld devices before each day's collection and return them after completing their regular collection activities. Once the handheld devices are issued, the Contractor shall store them in a secure lockbox fastened to the inside of the collection's vehicle. The Contractor shall be responsible for



the security of the handheld devices while the collectors are performing their duties. When not in use, the handheld devices shall be stored in an SFMTA approved locked storage area in Contractor's offices. Contractor shall provide 24-hour video surveillance of the handheld storage unit.

SFMTA does not use any fully mechanical locks/keys in its parking meter vault doors (single or multi-space alike).

#### 4) **Vehicles**

Contractor shall provide a sufficient number of regular vehicles and backup vehicles to perform required collection services. Contractor will be responsible for ensuring that its vehicles remain in good working condition and that they have procedures in place to procure or lease additional vehicles if necessary to complete daily collection services. All collection vehicles shall have standard safety equipment, including but not limited to spare tires, flares and cones. SFMTA reserves the right to inspect a collection vehicle with or without prior notice during normal operations hours.

Both single-space and multi-space collection vehicles features shall include, at a minimum, the following:

- a) Vehicle security system to ensure that collection trucks can be recovered if stolen.
- b) An interior panel or cage on walls and bulkhead separating the driver compartment from the vault storage area.
- c) Identification on the exterior of the vehicle, with message content and dimensions approved by the SFMTA.
- d) All doors shall lock automatically when closed and all trucks are to be equipped with an alarm system; e.g. an anti-theft device that disengages the ignition system.
- e) The rear and side doors shall be equipped with secure locks other than the manufacturers' regularly installed locks. The locks currently approved by the SFMTA are Medeco Padlock 54-7100 series and the MasterLock 15KA.
- f) Only equipment issued by the SFMTA for the collection of parking meters and required safety equipment may be carried in the cab or the back of the vehicle(s) at any time.
- g) The vehicle(s) used to transport the Collectors shall contain no tools, except for a jack and wrench to change the vehicles' tires.
- h) All items and materials issued to the Contractor by the SFMTA that are necessary to complete the collection of that day's schedule, such as route/key lists, shall be kept in a secure box. This box shall be securely fastened (e.g. bolted) to the vehicle. Access to this box shall be supervised by crew leader and/or collection supervisor.
- i) Vehicles shall be outfitted with a GPS tracking system. Both Contractor and SFMTA should have an ability to monitor vehicle movements, route history, current and average speeds.
- j) The anti-theft alarm shall be activated any time the vehicle is unoccupied.

Features specific to single-space collection vehicles shall include, at a minimum, the following:

- a) A lift gate to load and off load collection canisters.

- b) Single-Space Collection Vehicle shall be able to transfer at least 20 collection vaults, three collection carts and other relevant collection equipment.
- c) The vehicle's cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
- d) Vehicles shall have a Gross Vehicle Weight (GVW) capacity to handle a minimum payload of 3,000 lbs.
- e) In the vehicle(s) used to transport collection vaults, carts and filled canisters, the portion of the vehicle used to hold equipment and filled collection vaults shall be accessible only through the rear door.

Features specific to multi-space collection vehicles shall include, at a minimum, the following:

- a) Vehicles used to collect multi-space paystations shall be designed to facilitate this collection activity and shall have a secured storage area for paystation vaults.
- b) Vehicle cashbox storage capacity shall accommodate at least 50 cashboxes.
- c) Cashboxes shall be accessible either via the rear or side door of the vehicle.

Vehicles used to collect primary audit data from MacKay single-space meters shall be able to transport the collection crew to and from the collection site. Primary Audit collection vehicles shall have a secured box attached to the vehicle for transporting DAP handhelds and other related data collection equipment.

## 5) **Telecommunications Equipment**

The Contractor shall provide two-way communication devices for each collection employee while on duty. The employee should be able to securely attach the communication device to his or her work belt. All communication devices shall be equipped with a GPS tracking system and be accessible from Contractor's offices and SFMTA offices. Contractor and designated SFMTA personnel should be able to track all the collection employees in real time. Contractor shall maintain reports for a minimum of six months and shall provide them to the SFMTA on request. All collection crews shall be equipped and accessible at all times by direct two-way communication. Contractor's collection and counting employees are strictly prohibited from using any personal communication devices (e.g., cell phones) while performing collection and counting duties unless prior authorization has been given by Contractor and SFMTA.

Contractor shall supply SFMTA Meter Shop employees (managers, supervisors, parking meter repairers etc.) with web-enabled smart phones/PDAs technology as designated by the SFMTA. The anticipated need is 35 devices. Each PDA shall be equipped with a hands free device, NFC sensor, durable holster, and have data and text messaging plans as well as a shared minutes' pool. The size of the pool will be mutually agreed upon between the Contractor and SFMTA.

## **E. Reporting Requirements**

Contractor shall submit all reports in Excel format unless SFMTA approves a request from the Contractor to submit an alternate format.

### 1) **Daily Meter Condition Report**

All disabled, broken or missing meters or paystations encountered while performing collection duties are to be reported daily to the SFMTA Meter Maintenance Shop. Meter Condition Reports shall, at a minimum, contain the following common meter faults:

- a) Out of order
- b) Key slot jammed
- c) Low battery
- d) Vandalized meter
- e) Broken coin canister
- f) Loose pole
- g) Bent pole
- h) Pole / No meter
- i) No pole / No meter
- j) Null IDN Error Message (Medeco Electromechanical Lock specific fault)
- k) Vault Lock Won't Open (Green light)
- l) Electronic lock is not properly assigned
- m) No communication
- n) Spinner 180
- o) Spinner 360
- p) Construction zone
- q) IPS – No reset
- r) IPS – Blank Screen
- s) IPS – Bad Collection Card
- t) Nexgen Lock Won't Open – Red Light
- u) Unable to Download Primary Audit

### 2) **Missing or Damaged Equipment Report**

Contractor shall report to SFMTA all missing or damaged equipment before 5 PM on the day of the incident. Each report shall include the date and time of the incident, a description of the damaged or lost equipment, and a short description of the events.

### 3) **Weekly Skipped Meters Report**

Contractor shall analyze daily electronic lock collection audits to determine which meters were not collected as part of daily collection assignment. Meters that are not collected shall be verified against the daily meter condition report. All exceptions shall be investigated and explained. A weekly “skipped meters report” shall be submitted to SFMTA along with appropriate explanations and a plan of corrective actions on Monday of every work week.

### 4) **Monthly Revenue Reports**

Contractor will be required to submit the following monthly revenue reports:

- a) Coin Revenue By Meter Analysis – this report lists average meter coin revenue based on collection route. The report also should contain the collection route inventory number, collection days, collection frequency and route geographical location.

- b) Average Coin Daily Revenue
- c) Fiscal Year Smart Card Revenue by Month
- d) Average Smart Card Revenue per Operating Day
- e) Average Credit Card Revenues per Operating Day (all meter vendors)
- f) Multi-Space Credit Card Revenues (all multi-space meter vendors)
- g) Single-Space Credit Card Revenues (all multi-space meter vendors)
- h) Fiscal Year Revenue by Month (with percentages for each payment type)

SFMTA reserves the right to ask Contractor to generate additional revenue reports. The content and format of new reports shall be developed by the Contractor, with approval by the SFMTA. SFMTA also reserves the right to schedule regular meetings to evaluate contract deliverables. The Contract Manager and Collections Manager will be required to attend these meetings.

## II. COIN COUNTING SERVICES

The Contractor shall provide armored car transport, counting verification and deposit services. The Contractor shall perform the duties described below on a same-day basis every Business Day. Duties include, at a minimum: cash vault services, coin processing, storage of the SFMTA's coin canisters, and bank deposits. The SFMTA reserves the right to require Contractor to count parking meter revenues on SFMTA-observed meter holidays and Saturdays, if necessary.

### A. Coin Counting Overview

The Contractor shall provide counting services on the same day as the revenue is collected and deposit that day's revenue into the SFMTA's designated account within 24 hours from the time actual coin collection has occurred. All collected funds shall be shipped from Coin Counting Facility via armored transport vehicle the same collection day.

In the event that the Contractor fails to ship parking meter coin revenues with the armored vehicle service during the same collection day, Contractor shall reimburse the SFMTA for the loss of interest for every Day that the shipment is delayed.

The Contractor may be excused from this provision in case where delay occurred outside of Contractor's control (e.g. natural disaster, power loss, armored service pick up failure etc.). Contractor shall notify the SFMTA in writing when this occurs, describing any conditions that it alleges will excuse its performance.

In the event that the Contractor fails to deposit parking meter coin revenues within 24 hours of receipt, the Contractor shall reimburse the SFMTA for the loss of interest for every Day that the deposit is delayed.

***Proposers shall describe in their proposals how they intend to accurately count and sort wet or sticky coins, bent coins, foreign coins, and slugs.***

All counting operations shall be performed under camera surveillance. SFMTA shall have access to a “live” view of such surveillance. The Contractor shall keep an electronic copy of all procedures recorded for a minimum of 90 days. These recordings shall be made available to the SFMTA within one Business Day of the SFMTA’s request.

The Contractor shall negotiate weight tolerances with armored car service carriers. Agreed upon tolerances shall be approved in writing by the SFMTA.

***Proposers shall describe in their proposals a method that will be used to deal with deposit discrepancies between a Contractor and an armored car service.***

## **B. Transportation and Cash Vault Services**

The Contractor shall provide or contract out for armored transportation and cash vault services that meet the requirements of the SFMTA’s financial institution. This armored transportation carrier shall deliver the sorted coin bins to the coin center and deposit funds after appropriate verification. The Contractor shall provide a transmittal report to its cash vault contractor of the value of the coins given to it for deposit. This coin total shall be compared to the cash vault total once the coins are received and accepted by the cash vault. The Contractor shall be responsible for resolving any discrepancies that may arise between its recorded coin totals and the cash vault totals.

The Contractor shall have a contract in place to secure its coin counting facility using armed security guards in the event that its chosen transportation contractor cannot pick up the coin bins as scheduled.

## **C. Acceptance of Collection Vaults**

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

## **D. Required Coin Counting Services**

The Contractor’s coin counting staff shall verify that the collection vault identification number and security seal match the daily collection assignment. For single-space meters, the coin counter shall remove the security seal and lock from the collection vault and empty the contents of the collection vault into coin sorter chute for processing. Coin counters shall only open one collection vault at a time.

For multi-space meters, coin counters shall open the cash box with a key and empty the contents of the cash box into the coin or jet sorter machine. Once the cash box is empty, for Reino and Duncan paystations, the counter shall place the cash box in its cradle to download the audit information. For other types of multi-space machines, no audit download is available. The Contractor shall maintain records of machines that do not have audit download and retain these records for the duration of the Agreement.

Coin sorting machines will be used for counting and sorting of all the coins. The sorted and counted coins will be automatically deposited into the coin storage bins (each denomination is deposited into separate bin). The coin sorter software will record coin denomination totals and weights in the computer memory. A paper copy of the transaction is also provided as a backup to the electronic records.

The following parameters are **manually** entered **before** the coin-sorting process begins:

- 1) Collection Crew Number
- 2) Collection Vault Number
- 3) Collection Sub-route
- 4) Seal Number
- 5) Gross Weight
- 6) Empty Weight

The following parameters are **automatically** recorded **after** the coin-sorting process begins:

- 1) Transaction Number
- 2) Sorter Number
- 3) Net Weight
- 4) Time of Transaction
- 5) Coin Type
- 6) Quantity of Coins
- 7) Cash Value
- 8) Coin Weight (lbs.)
- 9) Coin weight Value

At the end of the day, each coin-counting sorter produces a CSV file that contains all of the parameters listed above for every collection vault transaction. The CSV file is then stored in the designated folder accessible by the Contractor and the SFMTA via regular LAN protocols. CSV files are processed by SFPMMS the evening of each day coins are counted.

By using “quantity of coins” and “net weight” parameters, coin counting software automatically identifies the accuracy of the coin-counting machine during every collection vault transaction. If the difference is more than 0.25 lbs., the coin sorter software program displays a red flag and error message: VAULT IS OUT OF TOLERANCE.

The Contractor shall be required to retain coin sorting data (electronic and paper) for the term of the Agreement.

***Proposers shall outline in their proposals how accurate inventory of the collection vaults, security seals and cashboxes will be maintained.***

Currently the Incumbent processes coin revenues for the SFMTA and the Port of San Francisco. Additional SFMTA agencies may be added in the future. In no instance shall the SFMTA’s revenue be consolidated with any other revenues in the same deposit without prior authorization.

## **E. Coin Counting Equipment**

If SFMTA-owned equipment is damaged or stolen while Contractor is performing counting services, the Contractor shall replace the equipment within 10 Days of the incident. If the Contractor fails to replace the items within the specified time, the SFMTA shall have the option of replacing the equipment and crediting the costs of such replacement from monies owed to Contractor for monthly services.

### **1) Overview**

The SFMTA currently owns four MST Coin Sorters Model # MST-612 and one Jet Sorter (Model # Perconta Sortovit MS) along with four coin conveyers and roller tracks that connect with the collection vehicle using a mobile bridge. Each coin sorter is also connected to a desktop computer. The desktop computers are polled and the data is collected at a transaction detail level for audit and control purposes.

The SFMTA's current jet sorter is outdated and is not completely integrated with the SFPMMMS.

***Proposers shall provide a pricing for the contemporary jet sorter that will be fully integrated into the SFPMMMS.***

### **2) Scales**

Each coin sorter is equipped with Jensen scales that allow weighing of the collection vault prior to processing. The Incumbent coin room facility is also equipped with a Jensen floor scale that is used for weighing coin bins prior to armored transport shipment.

The Contractor shall conduct quarterly certifications of the scales operational order and accuracy by company approved by SFMTA. The quarterly inspection certificate shall be added to that month's billing document. Contractor, at its expense, shall maintain and repair the scales throughout the term of this Agreement.

### **3) Equipment Maintenance**

The Contractor shall be required as part of the agreement, to properly maintain the SFMTA's coin counting equipment in good operational condition. The Contractor shall be required to enter into a maintenance agreement with the provider of the coin sorting equipment to keep the coin sorters in operational condition. The Contractor shall be responsible for providing proper maintenance and repairs of the coin and jet sorters.

The SFMTA shall reimburse the Contractor for spare parts purchases related to coin and jet sorter repairs and maintenance at cost. No procurement burden will be applicable for such reimbursements. Contractor shall include receipts for reimbursement with the month's invoice.

## **F. Revenue Reconciliation and Method of Weight Controls**

The Contractor shall perform coin reconciliation services described in this section on a daily basis. If any variances greater than those established between SFMTA and the Contractor should occur, these variances shall be investigated, documented and submitted to SFMTA within 72 hours after actual collection has occurred.

The SFMTA reserves the right to enhance/modify the current reconciliation processes depending on changes in meter technology and/or coin sorting technology.

***Proposers shall describe how their previous experience with revenue reconciliation will benefit the SFMTA and possibly improve the current processes.***

Accuracy of coin revenue reconciliation between electronic records (for single-space and multi-space meters) and coin sorter machine counts should be no less than 99% accurate.

### **1) Single-Space Meters**

For single-space parking meters, SFMTA coin counting operations use three main reconciliation methods:

- 1) Collection vault reconciliation by weight
- 2) Electronic reconciliation by collection vault and collection sub-route
- 3) Armored carrier vault reconciliation by coin denomination

### **Collection Vault Reconciliation by Weight**

By using “quantity of coins” and “net weight” parameters, coin counting software automatically identifies the accuracy of the coin counting machine during every collection vault transaction. If the variance exceeds the threshold parameters, counting should cease until the cause of the variance is identified and fixed.

### **Electronic Reconciliation by Collection Vault and Collection Sub-route**

The SFMTA currently receives electronic meter coin audits from its single-space parking meters using two primary methods: (1) Medeco VLS lock during regular coin collection from MacKay meters, and (2) daily CSV audit files automatically deposited onto SFMTA network folder from IPS meters. Both of these audit records are paired with coin room process data by SFPM’s nightly batch process. The pairing is done either on collection vault level (for MacKay meters) or on collection Sub-route level for IPS meters.

### **Armored Carrier / Coin Vault Reconciliation by Coin Denomination Bin**

At the end of the every collection day, the Contractor shall deliver and deposit (via armored service) counted and separated into bins and coin bags, coin revenues to the bank. Before depositing the coins, the Contractor and coin vault subcontractor shall separately weigh the bins and compare the Contractor’s declared value with the “dollars a pound ratio” multiplied by “net weight” figures for every bin, i.e. quarters, dimes and nickels. If the Contractor’s declared value is different from “dollars a pound ratio” multiplied by “net weight” by more than the agreed amount, the coin vault subcontractor shall recount the bin and declare the correct bin value.



## 2) **Multi-Space Meters**

For multi-space parking meters, the SFMTA coin counting operations use two main reconciliation methods:

- a) Duncan ReinoNet MMS reconciliation
- b) Parkeon MMS, coin room and receipt reconciliation

### **Duncan ReinoNet MMS Reconciliation**

This reconciliation occurs after cashbox reading stations upload the data from the Intelligent Duncan/Reino Cashbox. After a cashbox data upload is completed, a dedicated coin room employee will enter an actual amount of coins processed by the coin sorter machines. After that, the ReinoNet MMS will automatically pair two sets of records (electronic audit from the Intelligent Cashbox and actual coin counts) together and produce a variance reconciliation report.

### **Parkeon MMS, Coin Room and Receipt Reconciliation**

This reconciliation is a manual process by which three sets of data are compared to each other every time the Contractor collects from the Parkeon multi-space meters.

After the Parkeon paystation is collected, it produces a collection receipt that contains coin audit data since the last collection occurred. This receipt is collected by the collector/Crew Leader, attached to the cashbox and submitted to the counting facility at the end of the shift. Since paystations wirelessly communicate with the backend management system, the Parkeon MMS will have an audit record matching collection receipts. Finally, every cashbox processed by the coin room will have the transaction printout with coin totals that were processed by the coin sorters. Contractor shall compare these records to ensure that the system works as expected.

### **Credit Card and Smart Card Reconciliation**

Contractor shall reconcile credit and smart card revenues between SFPM and respective vendor applications on a monthly basis. Contractor shall submit the results of the reconciliation to the SFMTA by the 15<sup>th</sup> of the month following the reconciliation period.

Accuracy of smart card revenue reconciliation between SFPM and respective meter vendors' MMS should be no less than 99% accurate.

Accuracy of credit card revenue reconciliation between SFPM and respective meter vendors' MMS should be no less than 99% accurate.

## **G. Reporting Requirements**

The following reports shall be issued by Contractor to SFMTA each Business Day by a single email. The Report shall be issued no later than two Business Days after actual collection and counting have occurred.

### **1) Daily Revenue Collection Report**

Excel template has been created for the Daily Revenue Collection Report. This template has formulas to automatically transfer data to the established fields in the reports. When the dollar coins are hand-sorted and counted, junk or foreign coins are separated out and manually inputted into the CTR and Daily Revenue Collection Report. These will have been "counted" by the coin sorter and included in the Transaction Reports as dollars. The adjustment takes into account these items.

The following resources/tools are to be utilized for generating this report:

- a) SFPM Data
- b) MeterSecure Data acquired from collector handhelds
- c) Transaction Reports from the Coin Sorters
- d) IPS MMS
- e) Duncan MMS
- f) ReinoNet MMS
- g) Parkeon MMS

The Collections and Counting Manager is responsible for generation and submission of the Daily Revenue Collection Report to the SFMTA. It is issued on the second Business Day after the coins have been counted

### **2) Daily Reconciliation Report (Final)**

Final version of the Daily Reconciliation Report in Excel format between Contractor and the coin vault subcontractor.

### **3) Daily Reconciliation Report (DDR)**

Final version of the Daily Reconciliation Report between Contractor and the coin vault subcontractor in PDF format with processed (skid) sheets from the coin vault subcontractor.

### **4) Consolidated Transaction Report (CTR)**

Final Consolidated Transaction Report in PDF format. The first part of this report is automatically generated by coin sorting software; the second part is a scanned copy of the transfer delivery sheet used to record contents of the daily coin shipment to the coin vault subcontractor.

### **5) Daily Variance Report**

This report is generated by the SFPM. It shall be exported and saved in PDF format.

**6) Daily Process Report**

This report is generated by the SFPM. It shall be exported and saved in CSV and PDF formats.

**7) Daily Revenue Activity Sorted by Collection Vault Report**

This report is generated by the SFPM. It shall be exported and saved in PDF format.

**8) Daily Collection Assignments Completed by Crew Leaders**

All the Crew Leaders' daily assignments shall be combined together and scanned as one document. This document shall be saved in PDF format

SFMTA reserves the right to request additional daily revenue reports to be provided by Contractor. Format and delivery timeframes of such reports should be mutually agreed by SFMTA and Contractor.

### **III. COIN COUNTING AND COLLECTIONS FACILITY**

The Contractor shall provide a coin collections and counting facility that has 24-hour security and is available to accept and process collection vaults during any scheduled collection day. Security should at a minimum include the following: video surveillance (inside and outside of the facility), burglary alarm, and secure programmable building access. The Incumbent collection and counting facility is located at 2200 Jerrold Ave, Unit M, San Francisco, CA 94124.

The Coin Collections and Counting facility shall comply with all applicable OSHA rules/standards and have locker rooms and a designated break area that is segregated from secured areas of the facility.

The SFMTA reserves the right to inspect all Contractor's facilities used in the performance of contract services, in order to satisfy itself that such facilities are sufficient for the purposes described within the Agreement. The Contractor shall assume all costs associated with any relocation of the facility from the current location.

#### **A. General Description**

The facility shall be located within San Francisco City limits and within five miles of SFMTA's Meter Shop located at 1508 Bancroft St, San Francisco, CA 94124. The Contractor shall provide and maintain its own operating offices of sufficient size and capacity to provide coin collections, counting and support services. These offices shall be staffed between the hours of 7:30 AM and 5:00 PM and shall have, at a minimum, a telephone, document scanner, fax machine, computer network with high-speed internet, and dedicated high speed connections with SFMTA (One South Van Ness, San Francisco) and the SFMTA Meter Repair Shop.

#### **B. Handheld Room**

The facility shall also have secured storage sufficient to hold at least 30 DAP Handheld Devices,

multiple electronic Nexgen keys (current inventory is up to 30 devices), keycards and other necessary collection equipment, (e.g., radios/phone or equivalent communication devices). DAP units are mounted on self-contained boards which are then connected to the network via standard switches.

### **C. Coin Counting Room**

The room designated for coin counting shall be accessible through electronic or personnel operated security controlled entryways. For personnel, an interim room between the general facility and the coin counting room shall be available in order for authorized personnel to leave items deemed unacceptable for use in the coin room (e.g. jackets and other clothing with pockets). The door for the interim room shall be coordinated in such a way that both doors cannot be open at the same time.

For vehicles, an interim space between the outside of the facility and the counting room shall be available and coordinated in such a way that both doors cannot be open at the same time, leaving the coin room accessible from outside of the facility.

### **D. Server Room**

The Contractor shall setup a proper server room within its collection and counting facility to maintain hardware and software for SFMTA legacy meter applications (MacKay Single-Space Meters, Medeco Electromechanical Locks, Nexgen MMS, and ReinoNET MMS).

The following three Dell servers shall be maintained:

- 1) ReinoNET- Runs the ReinoNET software which is a SQL Server based financial and maintenance data tracking system.
- 2) MetercommServer – Runs the MeterSecure Medeco software which is a SQL Server based application to manage communication and security to the DAP units.
- 3) SA Server - Runs the Mackay M3 software which allows for detailed reporting. This machine also hosts the SQL Server database for the NEXGEN Security management software.

The Contractor shall maintain the server room and its equipment in good operational order for the duration of the Agreement. Any additions, modifications, software or hardware upgrades of the system needs to be approved by SFMTA in writing.

## **IV. PERSONNEL**

### **A. Qualified Personnel**

*Proposers shall provide a sufficient number of collectors, counters, crew leaders, supervisors, and managers to ensure the timely collection, counting and reconciliation of the parking meter coins and revenue data.*

The Contract Manager, Collections Manager, and supervisors shall possess good oral and written

communications skills sufficient to submit reports and communicate with City staff as needed. Senior Contractor personnel (Regional Manager, Contract Manager and Collections and Counting Manager) shall respond to communication requests from SFMTA personnel (the Meter Shop Superintendent, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within one hour after receiving the request through phone call or e-mail.

Communications between collection crew supervisors and the Meter Shop occur primarily through radio devices provided by the Contractor (See Section I.D.5). Collection supervisors shall respond to SFMTA communications requests from Meter Shop personnel within fifteen minutes.

All the work shall be performed only by competent personnel under the supervision of, or in the employment of, the Contractor. The Contractor shall comply with SFMTA's reasonable requests regarding assignment of personnel (e.g., to cover gaps in service), but all personnel, including those assigned at the SFMTA's request, shall be supervised by the Contractor.

To prevent delays or gaps in the performance of the Agreement, the Contractor shall agree that if any slippage occurs, it will assign additional qualified personnel to meet service requirements.

***Proposers shall provide, at a minimum, the following full-time management positions dedicated exclusively (with an exception of Regional Manager) to services and functions related to this Contract. Each of these positions shall be considered a full-time, separate and unique position and each position shall be filled for the duration of the contract term:***

- 1) Regional Manager – Contractor's Executive Representation – for major issues impacting the Agreement
- 2) Contract Manager – Day-to-Day Operational and Contract Oversight
- 3) Collections and Counting Manager – Operational support for these services
- 4) Product Support Manager – Technical and Maintenance Support
- 5) Two Collection Supervisors – Field Support
- 6) One Coin Counting Supervisor

## **B. Employment Requirements**

The SFMTA reserves the right to preclude or request replacement of any person or organization from working on the Agreement for any lawful reason.

***Proposers shall describe in detail their employment screening policies and procedures, including, but not limited to, the following:***

- 1) Pre-employment drug testing
- 2) Criminal history checks
- 3) Drug and alcohol testing
- 4) Random search policy of clothing and possessions
- 5) Social Security Number verification
- 6) Fingerprinting
- 7) Detailed procedures of employee training
- 8) DMV record (if applicable)

Upon request at any time after the contract award and upon the contract anniversary date, the Contractor shall furnish the SFMTA with an organization chart and a complete list of all personnel and their assignments.

The Contractor shall perform, at its expense, a criminal and DMV records check on personnel performing services for the SFMTA, and retain all documentation of these checks for the duration of the Contract.

The Contractor shall provide confirmation of, and maintain the ability to generate DMV Pull Notices and criminal checks for the duration of the Contract. The Contractor shall submit verification of DMV Pull Notices and criminal checks to the SFMTA Contract Administrator upon request in a written format approved by the SFMTA. The Contractor shall update verifications as listed above on each anniversary date of the Agreement.

Persons with the following history are **NOT** acceptable as employees:

- A. Persons whose records show convictions for offenses involving dishonesty or deceit, including, without limitation, theft, embezzlement and forgery, provided the conviction(s) occurred within five years of the record check.
- B. Persons who at the time of the record check are on parole or probation for any felony or misdemeanor.

The Contractor's employees shall be qualified for security purposes by the Contractor and be cleared through fingerprinting and review of reported arrest records at the expense of the Contractor. The SFMTA reserves the right to review the job screening records of all persons proposed for employment by the Contractor. All personnel shall pass the security screening process before starting work.

The Contractor's personnel shall perform duties at all locations as instructed by the SFMTA. The Contractor's supervisory personnel shall instruct employees as to their daily duties.

**Payment for Services:** The SFMTA will not pay for any service provided by Contractor's employees who do not meet the qualifications as specified above. The granting of any payment by the SFMTA or the receipt of the payment by the Contractor shall not constitute acceptance of services for which payment is made.

## **V. UNIFORMS**

### **A. Collections Staff**

All collections personnel are to be provided with complete safety equipment and uniforms (pants, shirts, jackets, hats, black boots and rain gear) and sufficient changes for each employee to maintain a professional clean and neat appearance. Uniforms are to have the Contractor identification on the back of the jackets, on the front of the shirts, and on hats and rain gear (excluding boots). Contractor shall provide uniforms at its expense. Uniforms shall be of a standard guard style, dark blue or dark gray, or a combination thereof. All collections personnel shall wear their uniforms at all times while on duty.

The Contractor shall provide each collector with a photo identification badge with the

employee's name and the Contractor name that shall be worn on his/her person while on duty. The I.D. badge shall not be stored in a pant or jacket pocket; but shall be visibly displayed worn around the neck and turned into the Contractor's office daily after the collection schedule is completed.

The Contractor shall provide all collectors with equipment necessary to physically secure collection keys, collection cards and other relevant equipment to their person

Uniforms and equipment provided by the Contractor are subject to approval by the SFMTA. SFMTA shall make random unannounced inspections of uniforms worn by collections personnel.

## **B. Counting Staff**

All counting personnel are to be provided with complete safety equipment and uniforms (pants, shirts, jackets, hats and black boots) as recommended by OSHA, and sufficient changes for each employee to maintain a professional, clean and neat appearance. Uniforms, coveralls or other clothing worn inside the counting room shall be free of pockets or other means to carry items on the person. The Contractor shall also provide OSHA certifications/recommendations in regards to coin room working conditions (sound and dust levels) to SFMTA within 60 days of the contract award.

## **VI. ONGOING TRAINING PLAN**

The Contractor shall provide training specific to each function area for both line staff and supervisors during the term of the contract. This training shall include those pertinent security procedures described in this Scope of Work as well as the Contractor's own security procedures. Each staff person shall sign a Certificate of Understanding that attests to their participation in training in their designated function area. This document shall be kept by the Contractor and made available by request to the SFMTA. The Contractor shall provide all safety training required under federal, state and local law, which shall be conducted, as required, at its own expense.

## **VII. DATABASE ADMINISTRATOR (DBA) / IT SUPPORT SERVICES**

### **A. Overview**

The Contractor shall provide up to 720 hours a year of DBA programming and IT related support. 240 hours are to be provided at the beginning of each Fiscal Year and 40 hours every month thereafter.

***Proposers shall include in their fee proposal hourly costs for additional DBA and IT support services.***

Support of the Oracle-Based Parking Meter Management System shall be provided by an Oracle-Certified Firm. Annual DBA hours shall not expire at the end of the Fiscal Year and shall be allowed to be carried over.



## **B. Qualified DBA Services**

Oracle DBA services shall include, but not be limited to, the following:

- 1) Performing ongoing tuning of the database instances.
- 2) Installing new versions of the Oracle Relational Database Management System (RDBMS) and its tools and any other tools that access the Oracle database.
- 3) Planning and implementing backup and recovery of the Oracle database.
- 4) Implementing and enforcing security for the entire Oracle Database.
- 5) Performing database re-organizations, as required, assisting performance, and ensuring maximum uptime of the database.
- 6) Providing technical support to the application development team in UK.
- 7) Serving as the point of contact for Oracle Corporation.
- 8) Enforcing and maintaining database constraints to ensure the integrity of the database.
- 9) Administering all database objects, including tables, clusters, indexes, views, sequences, packages and procedures.
- 10) Assisting with impact analysis of all changes made to the database objects.
- 11) Managing sharing of resources amongst applications.

The Contractor's DBA shall work closely with SFMTA IT system administration staff.

## **C. Qualified IT Services**

Contractor shall support and manage SFPMMS, the parking meter revenue collection and counting facility and all related supporting IT infrastructure. The duties include, but are not limited to, the following:

- 1) Troubleshoot all hardware, software and connectivity issues. These types of issues include, but are not limited to:
  - a) Hardware failure
  - b) Software bugs
  - c) Connection failures
  - d) Infrastructure issues
- 2) Create and be prepared to implement both backup recovery and disaster recovery plans when/if necessary.
- 3) Maintain the system, at a minimum, of 97% uptime with the exception of scheduled downtime during routine maintenance.
- 4) Provide systems support, at a minimum, of 8:00 a.m. to 5:00 p.m. Monday through Friday. Occasional overtime will be required to account for systems failures and other unforeseen events. This overtime will not be compensated by SFMTA.

- 5) System upgrades. This includes replacing items which are failing as well as performing standard maintenance on both the hardware and software.
- 6) Full maintenance of all the servers and network devices.
- 7) Closely monitor performance of the existing hardware and software.
- 8) Manage size and indexes of databases at the Contractor's facility (MeterSecure, WinEMU/M3, Nexgen, and ReinoNet).
- 9) Recommend and implement improvements to existing systems and technologies as appropriate.
- 10) Support installation, maintenance and management of all the SFPMMS software and IT hardware components. This includes vendor-specific parking meter management software's, user terminals, servers, etc.
- 11) Program and support Handhelds (PDT), Medeco keycards, Nexgen keys and other related equipment.
- 12) Assist SFMTA with the integration of any new systems and technologies

## **VIII. SAN FRANCISCO PARKING METER MANAGEMENT SYSTEM**

The SFPMMS is comprised of the software systems that support all of San Francisco's parking meter operations, SFPM application, revenue collection and maintenance operations. These systems have individual databases and, in some cases, share data from one system to the next, as well as feed data to the main management and reporting platform, a custom-built Oracle DBMS with an interface built upon Oracle Forms. The core systems for the SFPMMS consist of four Dell servers and 10 workstation computers. Three of these servers will be located at the Contractor's primary location (Appendix A), and one of the servers is located at the SFMTA One South Van Ness location. The hardware is located at three sites. Any computer at any of the locations can be reached from any other location. Most machines provide either Remote Desktop Protocol (RDP) or Virtual Network Computing (VNC) types of connections. However, none are directly available from the public Internet, except on a software switch, basis.

The San Francisco Parking Management System ("SFPM" or "System") is an Oracle-based custom software application that allows the SFMTA to track its inventory of meters, repair information, and revenue collected. The System is installed on the SFMTA network and is accessible to a minimum of 20 departmental users located at four distinct physical locations.

The SFPMMS is considered a highly-valuable, highly-secure system and as such, the Contractor will be expected to be fully familiar with the key components of the SFPMMS and the SFPM infrastructure and have plans in place to resolve issues and provide all the necessary maintenance within 60 Days from the contract award.

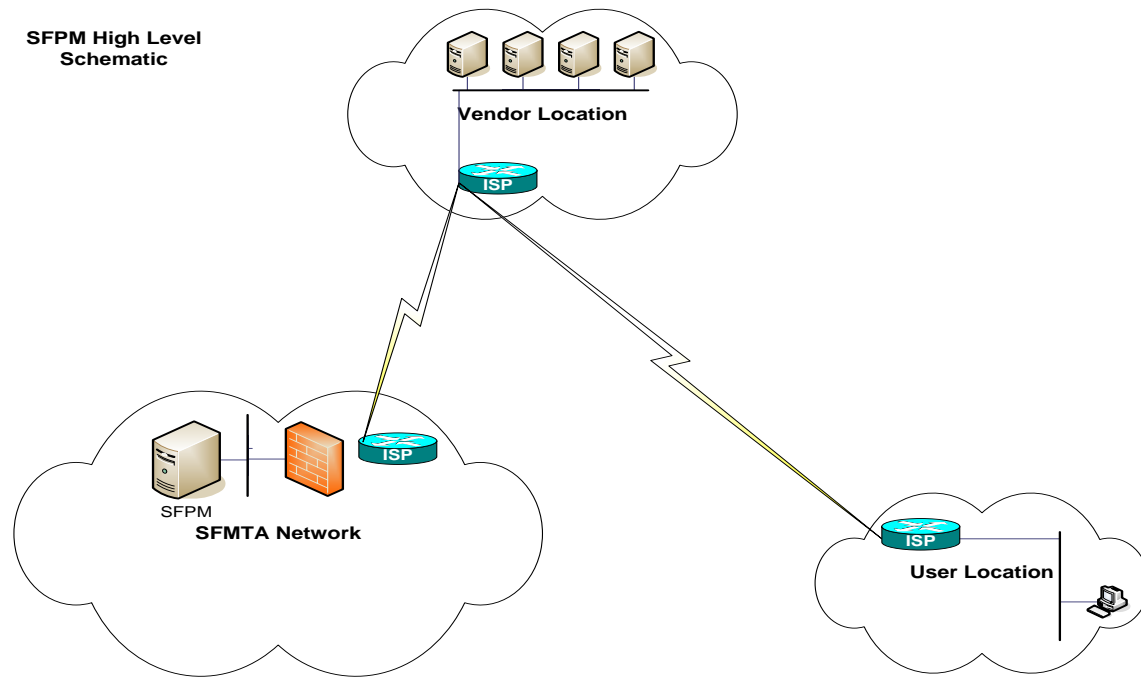
### **A. System Overview**

There are three main sites involved in the current systems arrangement: the vendor site, the SFMTA location of the SFPM server, and the primary client or user's location.

The vendor site contains meter and operation specific client-server applications and has a firewalled point-to-point (T1) connection to the SFMTA network for interaction with the SFPM server. It also has private T1 connection to the primary user site that is a logical extension of its network.

The SFMTA data center located on the 6<sup>th</sup> floor of 1 South Van Ness houses the SFPM server and application. This location maintains the firewall and is responsible for the T1 connection to the vendor site.

The user location connects to the vendor location for access to the meter/operations applications and uses a T1 connection. The user site also has a typical WAN connection to the SFMTA network that it uses for access to the SFPM application.



## B. Contractor Responsibility for Resolution of Issues

The Contractor shall have sufficient knowledge to identify the root cause of any issues related to the entire SFPMMS system. These issues that may arise include routing and connectivity problems, firewall and security problems, and performance bottleneck or communication gaps between two parties. Contractor shall be responsible for providing the recommendation or solution to SFMTA, and for testing and resolving issues with the cooperation of SFMTA IT staff, as needed.

**Example 1:** - If there are any performance issues related to the connectivity, Contractor shall have the expertise to determine the root cause of this issue. This issue could exist in the Contractor system or in an SFMTA system. Contractor shall identify and resolve the issue.

**Example 2:** - If there is any problem in a report, the Contractor shall identify the issue with database queries and address it.

**Example 3:** - If there is any communication gap between two parties, Contractor shall determine the depth and nature of the communication gap and assist SFMTA in resolving it.

### **C. System Maintenance and Operation**

The Contractor shall administer the SFMTA's current meter management system. The Contractor shall oversee all upgrades to the system as required by the SFMTA and provide certified Oracle data base administration services. The Contractor shall support day-to-day operations of the SFPMMS and, upon request of the SFMTA, support the implementation of possible migration and integration of the SFPM software and database to the SFMTA data warehouse.

Should the SFMTA choose to exercise this option, the Contractor shall submit a quotation for rendering these services, based on specified hourly DBA and IT rates, for acceptance and approval of the SFMTA.

It will be necessary to closely monitor performance of the existing hardware and software and be highly responsive to support needs. Data volume from the SFPMMS will increase as a result of additional data gathering capabilities of new technologies being implemented, combined with an overall increase in the number of meters system wide. Therefore, it is critical for the Contractor to monitor the normal aging of hardware and data volume, and manage them accordingly. And as capabilities evolve, the Contractor shall be capable of recommending and implementing new systems and technologies as part of a major, SFMTA-wide overhaul of the system.

## **IX. PRODUCT SUPPORT SERVICES**

### **A. Overview**

The Contractor shall be required to provide qualified product support services for existing and future IT systems utilized by SFMTA to support its parking meters operations. Contractor shall be certified, at a minimum, as Level Two Support by all the current meter technology providers within 60 days of contract award.

Current SFMTA meter technology providers are:

- 1) MacKay
- 2) Medeco
- 3) IPS
- 4) Duncan
- 5) Parkeon

The Contractor's Product Support Manager shall provide regular hardware maintenance for all the servers, workstations, printers and other network equipment provided as part of the SFPMMS.

The Contractor shall provide 4-hour response time for on-site maintenance support each Business Day during the hours of 8 a.m. to 6 p.m. for the SFPM database server for the term of the Agreement.

The Contractor shall provide next Business Day on-site maintenance support for all the SFPMMS workstations and servers for the term of the contract.

There are currently 75 hand-held Windows CE based (DAP) devices that support Mackay parking meters and Medeco locking mechanisms. There are up to 60 Nexgen electronic key units that require Contractor support. The DAP units and the Nexgen units operate as locks and data collection devices, with data being exchanged by field technicians while performing revenue collection and/or maintenance.

Although the central SFPM server is built on Oracle Forms, the remaining three servers use vertical market software designed for the parking industry (ReinoNET, MetercommServer, and M3/WinEMU). In order to maintain this software, the Contractor shall work with the original software vendors.

The DAP and Nexgen units are combination keys and data collection units used on meters, vault locks, and MacKay mechanisms. The units are explicitly authorized to access meters in the field via parking meter management software located at Jerrold and Bancroft offices. The units gather data from the meters and upload the data to the system when rejoined to the network. All coin drops and meter events such as errors, door openings, and maintenance data are captured by the units.

The Contractor shall become familiar with all the existing hardware, systems architecture, software applications, and vendors and be prepared to support the system in place within 60 Days after contract award.

Contact information for current technology vendors is provided below:

J.J. MacKay Canada Limited  
1342 Abercrombie Rd.  
P.O. Box 338  
New Glasgow, NS  
Canada, B2H 5C6  
902-752-5124

Medeco® High Security Locks  
P.O. Box 3075  
3625 Alleghany Drive  
Salem, Virginia 24153-0330  
Phone: 800-839-3157

DAP Technologies  
7450 South Priest Drive  
Tempe, Arizona 85283  
Phone: 1-855-327-8324

Money Systems Technology Inc.  
3522 Dividend Dr.  
Garland, TX 75042  
972-272-3262

IPS GROUP, INC  
6195 Cornerstone Ct. East  
Suite 114  
San Diego, CA 92121  
858-404-0607

Duncan Solutions, Inc.  
633 W. Wisconsin Avenue, Suite 1600  
Milwaukee, Wisconsin 53203  
888-553-8622

Parkeon  
40 Twosome Drive, Suite #7  
Moorestown, NJ 08057  
856-234-8000

### **B. Mackay's M3/WinEMU Application**

M3/WinEMU is a PC-based application supplied by J.J. MacKay to manage the electronic parking meter mechanisms. It records inventory information relating to the meters and their profiles, and exchanges files with the MacKay PDT software when the DAP Handheld running that software is placed in a cradle connected to the PC on which WinEMU is installed. M3/WinEMU runs on the Microsoft Windows platform. The version of WinEMU uses a Firebird database. Firebird is an open source relational database derived from Borland's InterBase product.

### **C. Medeco's MeterSecure/ Nexgen Application**

MeterSecure is a PC application supplied by Medeco which is designed to enable Medeco's customers to manage the parking locks they have purchased. MeterSecure exchanges files with the Medeco PDT software when the PDT running that software is placed in a cradle connected to the PC which is running the MeterSecure application. MeterSecure is capable of receiving and recording in its database all of the data recovered from the Medeco electromechanical lock, including the coin counts and maintenance data received by the lock from the MacKay mechanism.

MeterSecure database stores information about all the electromechanical locks managed by SFMTA. It allows an authorized human operator to specify which locks can be opened on which dates, at which times, and by which PDTs. This information is stored in the MeterSecure database and will be downloaded to the Medeco PDT software. The Medeco PDT software will only allow the AOD and key device to open locks for which such authorizations have been received from MeterSecure. MeterSecure runs on the Microsoft Windows platform. The MeterSecure database is a MS SQL Database.

### **D. Duncan Parking Management System (ReinoNet)**

ReinoNet is a PC application supplied by Duncan (also called ReinoNet) which is designed to manage the audit data recovered from Duncan/Reino multi-space meters. ReinoNet interfaces

with the Reino Cashbox Reader Software and receives and stores all of the data recovered from the cashbox EEPROM memory chip, including coin counts, card payment records and detailed maintenance data. Intelligent cashbox not only physically stores the coins deposited into the meter but also has internal memory (EEPROM) which records the audit data generated by the paystation motherboard. At the time of coin collection, the cashbox is physically removed and replaced with a new, empty, cashbox. The removed cashbox is transported to a coin counting facility where the audit data can be recovered using a Cashbox Reader device supplied by Duncan.

ReinoNet runs on the Microsoft Windows platform. The ReinoNet database is a MS SQL Database.

#### **E. DAP Technologies' MICROFLEX® CE5320 handheld**

DAP Handheld is the primary interface device used on-street for activating the Medeco electromechanical lock during coin collections and carrying out maintenance activities associated with the MacKay Guardian™ E-Purse meter. The interface to the electromechanical lock is via the Lock Interface (LKI), while the interface to the meter is via either the Smart Card Interface (SCI) or the LKI, as long as all related equipment is properly configured and functional. During the collection process DAP stores the coin counts and maintenance data from the parking meters situated in the field. After the completion of the collection process and/or maintenance process, collectors and/or parking meter repairers shall bring these handhelds to their respective offices. When the handheld is connected to the network, collection audit and maintenance data uploads to MeterSecure and M3/WinEMU systems.

#### **F. The MacKay PDT-CE Handheld Application**

DPT-CE Application allows the meter maintenance staff to perform the following activities with the MacKay Guardian E-Purse meter:

- 1) Retrieval of financial (coin / card usage) and other itemized transaction data
- 2) Re-programming time and rate structures
- 3) An on-street review and retrieval of maintenance information
- 4) Removing and installing meters to/from posts on the street
- 5) Logging maintenance and repair activities
- 6) Open vault locks as needed to carry out necessary maintenance

#### **G. The Medeco's MS-CE Application**

MS – CE Application allows the meter collections staff to retrieve summary audit (financial) data (coin / card usage) and other data. It will also authorize, manage and log all vault door openings to allow coin collections to be carried out at regular authorized and scheduled intervals.

#### **H. Add On Device (AOD)**

To open the electromechanical lock, the MICROFLEX® CE5320 handheld uses an attached Add On Device (AOD), which is manufactured by Medeco, and comprises an enclosed electronics block and battery pack designed to provide power and a modulated signal via the single data contact on the key to the Medeco electromechanical lock.

## I. Parkeon Applications

“Parkfolio Neo” is a PC-based Parkeon MMS that is used for the following:

- 1) Tracking of the Meter Status – current and historical maintenance data (faults, alarms, etc.)
- 2) Tracking of the Financial Data (collection and individual transactions data for Credit Cards and Coins)
- 3) Programming and Downloading meter configurations

Parkfolio “PayBySpace Supervisor” is a Parkeon web application that is used for:

- 1) Occupancy data analysis
- 2) Historical verification of payment for individual spaces
- 3) Enforcement user activity analysis

“Parkeon Handheld Application” is Parkeon's handheld device application that is used by PCOs to perform enforcement on Parkeon multi-space meters (e.g., to verify if a particular parking space is paid or expired)

## X. PROCUREMENT SERVICES

If directed by the SFMTA, Contractor shall purchase or otherwise provide additional meter technology equipment, meter spare parts and related products, meter technology related software, and warranty or maintenance service contracts. Contractor shall seek no fewer than three bids for such equipment and services, and shall consult with the SFMTA prior to purchasing from a vendor that is not the lowest bidder. The SFMTA will reimburse the Contractor for the direct costs of the equipment and any related software or warranty service contracts. The SFMTA will 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. Procurement burden shall in no event exceed five percent. Contractor shall not charge the SFMTA more than the proposed percentage rates.

## XI. TRANSITION PLAN

***Proposers (other than the Incumbent) shall submit a comprehensive description of the operational and staffing plan for the transfer of the Operations from the Incumbent. This plan shall include: 1) a demonstration of the Proposer’s understanding of the transfer process; 2) a plan for the transition of current collection and counting equipment; 3) a plan for the transfer of IT operations and infrastructure, including integration of the Proposer’s server room facility with SFMTA offices; 4) a plan for current telecommunications services and equipment; and 5) a plan for execution of subcontract agreements with current technology providers.***



## **XII. OPTIONAL SERVICES**

In addition to the services listed above, the SFMTA may choose to add the following additional service enhancements. These services will be negotiated according to the procedures set forth in Section 5.c (Additional Requested Services) of the Agreement. Please provide the costs for the following items as part of the Pricing Sheet (Appendix J):

### **A. Special Revenue Collections**

*Proposers shall provide a weekly crew rate that includes sufficient number of personnel, transportation and communication equipment to perform special collections and/or counting services beyond the required services under the contract. Collections may take place in any facility managed by the City. Please provide a rate for these services, with the understanding that notification may be within 12 hours of service needs.*

### **B. Data Input Services**

*Proposers shall provide a rate for a part-time Data Input Clerk to support the services under the Contract. The rate should be calculated based on 1040 hours of work in a Fiscal Year.*

### **C. Field Support Services for Meter Operations**

#### **1) Street Survey Crew**

The street survey crew will investigate and document the pre-existing conditions in the installation, testing, and/or pilot area, including data collection (e.g. parking utilization, compliance, occupancy etc.), site conditions, construction planning, public and retail notifications of upcoming projects or changes in parking policy. Crews should consist of at least two field technicians and one vehicle.

#### **2) Installation Crew**

The installation crew will perform installations of pilot parking technology, upgrades and software/hardware modifications. The installation crew should consist of at least one field supervisor, two technicians and one vehicle.

#### **3) Parking Meter Removal Crew**

The removal crew will remove the designated parking technology and restore the location to SFMTA standards. The removal crew should consist of at least one field supervisor, two technicians and one vehicle.

#### **4) Activation Crew**

The activation crew will coordinate with the parking technology vendor(s) to program and activate the installed parking technology. The activation crew will support the SFMTA Meter Repair Shop in the preparations and implementation of the parking technologies. This service should be provided with at least one field supervisor and one vehicle with the remote support of the Product Support Manager.

#### **5) Acceptance Testing and Exit Survey Crew**

The acceptance testing crew will be responsible for testing, data collection for further analysis of newly installed parking technology and documentation of the installed parking technology's compliance with the functions required in the procurement Terms and Conditions. Work in this category shall be conducted in conjunction with SFMTA Meter Repair Shop. All discrepancies shall be reported to SFMTA. The crew should consist of at least two field technicians and one vehicle.

#### **6) Meter Greeters**

This function assists the general public and parking patrons with various payment methods and answer parking regulation related issues, such as instructional and directional signs, tow away hours and general meter operations instructions. The crew should consist of at least two field technicians with communication skills sufficient to instruct the public on use of new technology only (i.e., no vehicle charges should be included in the price quote).

### **D. Meter Program Support Services**

The Contractor shall provide support personnel for special projects relating to meter expansion in the areas of data analysis, database administration or research upon request from the SFMTA.

### **E. Credit Card and Communications Fees**

Upon request of the SFMTA, the Contractor shall pay credit card, communications and other fees necessary to enable functioning of parking meter, sensor and other parking devices. The SFMTA reserves the right to designate the institution(s) used to process these fees. The SFMTA and the Contractor will negotiate reimbursement terms for this service.

## **XIII. LIQUIDATED DAMAGES**

Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause City to incur inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to City, the City and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. City and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the costs that the City will incur by reason of Contractor's failure to perform, and are fair compensation to City for its losses. Failure by City to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of City under this Agreement.

The City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement.

### **A. Collection and Counting Personnel Attire**

If the Contractor's collectors and/or coin room operatives are not wearing the approved uniforms or displaying their badges, in violation of Section V, the SFMTA will issue a written warning. If a similar incident occurs again, the Contractor will be assessed liquidated damages of \$25 per incident without further warning. Further violations of this Section will subject the Contract to liquidated damages in the amount of \$50 per incident without further warning.

## **B. Adhering to Collection Schedule**

If the Contractor fails to meet its collection schedule obligations as referenced in Section I.B, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500. Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident.

## **C. Reporting Requirements**

If the Contractor fails to submit any report required under Section I.E or Section II.G, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$50 per day for each Day that the report is overdue from the date of the warning, not to exceed \$250 per month per report.

Should a violation of those Sections occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$60 per Day for each Day from the date of the occurrence, not to exceed \$300 per month per report.

## **D. Collection Services**

If the Contractor fails to provide collection services as required under Section I.C (with the exception of Item 3) the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident.

## **E. Data Collection Services for MacKay Meters**

If the Contractor fails to collect primary audit data from all SFMTA MacKay meters within 30 calendar days as required Section I.C.3, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$50.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$75 per incident.

## **F. Counting Services**

If the Contractor fails to provide counting services, as required under Section II.D, the SFMTA will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident..

## **G. Revenue Reconciliation Services**

If the Contractor fails to provide revenue reconciliation, as required under Section II.F, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **H. Product Support Services**

If the Contractor fails to provide the product support services, as required under Section IX, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **I. Oracle DBA and IT Related Services**

If the Contractor fails to provide Oracle DBA and IT related services, as required under Section VII, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **J. Support of the San Francisco Parking Meter Management System**

If the Contractor fails to provide SFPMMS support services, as required under Section VIII, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within seven Days from receiving the written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **K. Collection and Counting Equipment Maintenance**

If the Contractor fails to maintain collection and counting equipment in good operational order, as required by Section I.D and Section II.E, the SFMTA will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of either Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

## **L. Radio Response**

If senior contractor personnel (Regional Manager, Contract Manager and Collections and Counting Manager) fail to respond to communication requests from SFMTA personnel (the Meter Shop Superintendent, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within one hour after receiving the request through phone call or e-mail as referenced in Section IV.A, the SFMTA will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$50.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$75 per incident.

## **M. Program Manager Response**

If Collection supervisors fail to respond to SFMTA communications requests from the Meter Shop as referenced in Section IV.A. within one half hour, the SFMTA will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$75.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$100 per incident.

## **N. Securing SFMTA's Monies at the Contractor's Facility**

Should the Contractor be forced to store SFMTA's coin revenue at its facility overnight, it is the Contractor's responsibility to hire an armed guard(s) to secure SFMTA's monies overnight, as required under Section II.B. If the Contractor fails to provide armed security as required, the Contractor will be assessed liquidated damages of \$10,000 per incident without benefit of warning.

## **O. Failure to Remove Meter Bag**

If the Contractor fails to remove the meter bag provided for collection vehicle parking as referenced in Section I.D.1, the SFMTA shall issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$25.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$50 per incident.