

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.5**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Sustainable Streets

**BRIEF DESCRIPTION:**

Approving a Request for Qualifications (RFQ) for the procurement and installation of a centralized Parking Access and Revenue Control System (PARCS) for 19 parking facilities managed by the San Francisco Municipal Transportation Agency (SFMTA), and authorizing the Director of Transportation to advertise the RFQ, evaluate proposals for responsiveness, issue a Request for Proposals (RFP) and evaluate bids, and negotiate a contract with the responsive and highest scoring proposer.

**SUMMARY:**

- The PARCS currently installed at 19 SFMTA-managed parking facilities are outdated and require replacement. A new centralized system will provide advanced auditing and reporting to give better oversight of parking transactions and operations.
- Staff has developed an RFQ to solicit qualifications from parking industry vendors interested in installing a new PARCS at SFMTA and Parking Authority parking facilities. The highest ranking firms will be invited to submit a cost proposal through a Request for Proposal (RFP) process.
- Staff has conducted extensive outreach that included discussions with key stakeholders and input from various SFMTA Divisions, the Office of the Treasurer and Tax Collector, and the Controller's Office.

**ENCLOSURES:**

1. SFMTA Board Resolution
2. Request for Qualifications

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_

August 12, 2013

SECRETARY \_\_\_\_\_

August 12, 2013

**ASSIGNED SFMTAB CALENDAR DATE:** August 20, 2013

**PURPOSE**

This report requests that the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopts the attached resolution authorizing the Director of Transportation to advertise the Parking Access and Revenue Control System (PARCS) Request For Qualifications (RFQ), evaluate the proposals for responsiveness, issue a Request For Proposals (RFP) and evaluate the bids, and negotiate a contract with the responsive and highest scoring proposer.

**GOAL**

This action is consistent with the SFMTA FY2013-2018 Strategic Plan.

- Goal 1: Create a safer transportation experience for everyone
  - 1.1: Improve security for transportation system users.
  - 1.2: Improve workplace safety and security.
  - 1.3: Improve the safety of the transportation system.
  
- Goal 2: Make transit, walking, bicycling, taxi, ridesharing & car sharing the preferred means of travel
  - 2.1: Improve customer service and communications.
  - 2.4: Improve parking utilization and manage parking demand.
  
- Goal 3: Improve the environment and quality of life in San Francisco
  - 3.2 – Increase the transportation system’s positive impact to the economy.
  - 3.3 – Allocate capital resources effectively.
  - 3.4 – Deliver services efficiently.
  
- Goal 4: Create a workplace that delivers outstanding service
  - 4.3: Improve employee accountability.

**DESCRIPTION**

Background

The SFMTA’s Off-Street Parking (OSP) section manages 38 parking facilities that generate approximately \$85 million in gross revenues annually, which are used to support the SFMTA’s public transit operations. The mission of the OSP program is to provide clean, safe and convenient parking to visitors, employees and businesses in the downtown core, as well as to the commercial and residential districts. Through effective management of over 15,000 parking spaces, the OSP supports economic vitality in the City’s downtown and neighborhood commercial districts. Various parking policies and programs, administered by the OSP, support the City’s Transit First policy, help reduce traffic congestion on City streets and promote alternate modes of transportation. The OSP monitors current and anticipated parking demands, and evaluates the need for the expansion and development of new parking facilities.

It is important that parking facilities are managed and operated in a manner that reflects the City’s commitment to customer service, careful stewardship of the public’s capital investments, adequate safeguards on the City’s revenues, and professional management of the City’s services.

The existing PARCS, manufactured by DataPark, were installed at the parking facilities at different times over the last 15 years. The current systems have the following limitations and/or issues:

- Because most of the facilities have different hardware and software, staff does not receive coherent/standard reports, requiring additional resources and time to reconcile revenue.
- Many critical reports needed to reconcile the revenue are simply not available.
- In several facilities, the PARCS hardware is so outdated that the replacement parts are very difficult to find, causing longer downtime for out-of-service equipment and inconveniencing customers.

A new, centralized PARCS will address the above issues and offer many of the following advantages that will enhance the SFMTA's parking operations with much improved customer satisfaction:

- The new PARCS will be a centrally networked system that can be monitored remotely by anyone with the appropriate authority.
- The new PARCS will provide robust reporting functions that will provide standardized reports/data needed by parking operators, SFMTA Finance & Information Technology Division, and the Business Tax Division, as well as allow SFMTA staff to more effectively reconcile the parking revenue reports and provide better oversight of parking facility operations.
- The new PARCS will allow proactive customer service through the integration of Closed Circuit Television (CCTV).
- The new PARCS will have the capability to support current and future SFMTA projects, including:
  - Clipper®
  - Ticketless parking (credit card to enter and exit the garage), cellular-based payment systems, and third party reservation systems

The replacement of the existing systems with a new PARCS will provide advanced software and hardware, and related professional services. The RFQ will identify qualified and responsive vendors, and will then be followed by an RFP to solicit cost proposals and select a vendor based on the highest score. It is in the best interests of the public and the SFMTA to procure, install and maintain a new PARCS that is centrally controlled, has enhanced reporting capabilities and provides real-time operations monitoring and rate-setting capabilities that are not available with the current systems.

Normally the SFMTA Board of Directors would not be asked to approve the issuance of an RFQ or RFP however, in 2009 the SFMTA Board of Directors approved a delegation that states that where advertisement of a contracting opportunity may result in award of a contract that requires approval from the Board of Supervisors, the request to advertise an RFP, RFQ or IFB would continue to require approval from the SFMTA Board of Directors. Depending upon the outcome of the RFP/RFQ process, this contract may require approval by the Board of Supervisors.

#### Scope of Work and Term

A new PARCS in the parking facilities will be integrated and remotely monitored by a Central Monitoring Station (CMS) for customer support and revenue security oversight. The CMS must be remotely accessible over an encrypted internet-based (TCP/IP) network.

For ease of project management and budgetary reasons, equipment installation will be performed in several phases. Each phase of the project will consist of three to five parking facilities. The procurement and installation of a new PARCS is estimated to be completed within three years of awarding the contract. The selected vendor will also provide Operator Training, System Monitoring and Reporting, and Total System Programming training to SFMTA staff and parking operators' staff.

Qualifications and Experience

It is critical that the SFMTA award the PARCS contract to the most qualified vendor that not only delivers the equipment that meets or exceeds SFMTA's needs, but also has the means and resources to provide maintenance and technical support. The RFQ clearly identifies minimum qualifications and experience requirements, including the following:

- A proposer must have at least five clients (preferably other public agencies), where the proposer has actively worked on a PARCS project, as a prime contractor, in the last five years. All references must include PARCS projects that were fully completed in the United States within the last five years that are similar in size and scope to this project. At least two of the references must include projects involving three or more parking facilities networked together to a centralized command center and/or location.
- A proposer must demonstrate that the PARCS payment card acceptance features meet or exceed the latest PCI/DSS requirements.
- A proposer must have the financial means and resources to complete this project in a timely manner without any negative impact on facility operations, maintenance or customer satisfaction.
- A proposer must demonstrate its capabilities and identify necessary resources to provide technical support to the SFMTA before, during and after system installation.
- If the proposer is not the manufacturer of the PARCS, the proposer must obtain a guarantee from the PARCS manufacturer warranting that if the proposer is unable to complete the work in accordance with the contract, the manufacturer will either complete the work itself or will subcontract the completion of the work.

All responsive proposals will be evaluated by a diverse panel comprising representatives of the SFMTA and other City departments, and may include external members with significant PARCS experience. The proposals will be evaluated and scored on the following criteria:

<b>CRITERIA</b>	<b>POINTS</b>
A. Qualifications and Experience with Similar Projects	25
B. System Features and Functionality	120
C. Maintenance and Warranty	25
D. Project Approach	25
E. Overall Organization and Clarity of Proposal	10
F. Oral Presentation/Interview	45
<b>TOTAL POINTS</b>	<b>250</b>

Request for Proposals (RFP)

The completion of the RFQ will identify the highest ranking proposals. The top ranked proposers will be issued an RFP in which will set out with greater specificity required features and functions of the PARCS the SFMTA wishes to purchase. The proposers will be invited to submit a detailed

proposal and price bid, which will be scored based on features, functions, value and cost of the proposers' PARCS. The SFMTA will invite the highest scoring proposer to negotiate a contract. If an agreement cannot be reached, the SFMTA will invite the next highest scoring proposer to negotiate a contract. If the SFMTA is not satisfied with the proposals, it may solicit revised proposals from those proposers.

Schedule

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

<b>Milestone/Task</b>	<b>Date</b>
Review and Approval of RFQ by SFMTA Board	Tuesday, August 20, 2013
RFQ Advertised	Monday, August 26, 2013
Pre-proposal Conference	Monday, September 9, 2013
Qualifications/Proposals Due	Monday, October 28, 2013
Selection Committee Review, Interviews, Ranking	November -December 2013
RFP to Solicit Bids from the Highest Ranked Firms	January 2014
Review of Bids and Contract Negotiation	February-March 2014
SFMTA Board Approval of Contract	April 2014
SF Board of Supervisor Approval of Contract	April 2014
Commencement of Contract (NTP)	May 2014

The City Attorney has reviewed this report.

**ALTERNATIVES CONSIDERED**

Staff considered the pros and cons of several alternatives to hiring a parking equipment vendor through a competitive RFQ/RFP process. The alternatives ranged from not updating the current parking equipment to updating equipment only at the facilities where the equipment is most obsolete. The recommended alternative of centralizing and standardizing the parking equipment provides the most effective parking facility management approach, which will result in improved efficiency, better oversight by the SFMTA, increased revenue protection, and reduced operating expenses.

**FUNDING IMPACT**

The procurement and installation of a new PARCS will cost approximately \$10 - \$12 million. These funds will be allocated from the existing Operating Budget.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

An approval of the Professional Services Contract by the Civil Service Commission is anticipated by February 2014. No other approvals are required at this time. Dependent on the final dollar value of the contract, it may require approval by the San Francisco Board of Supervisors.

**RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation, or his designee, to advertise the RFQ for the procurement and installation of a Parking Access and Revenue Control System (PARCS) for 19 parking facilities managed by the SFMTA, and to evaluate proposals for responsiveness, issue a Request for Proposals (RFP) and evaluate bids, and negotiate a contract with the responsive and highest scoring proposer.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, Through effective management of over 15,000 spaces at 38 parking facilities throughout the City, the SFMTA supports economic vitality in the City's downtown and neighborhood commercial districts and various parking policies and programs, supports the City's Transit First policy, helps reduce traffic congestion and promotes alternate modes of transportation; and

WHEREAS, A majority of the parking facilities are equipped with outdated Parking Access and Revenue Control Systems (PARCS) that are not currently linked to a central control facility, have limited reporting capabilities, are unreliable and difficult to maintain and repair; and

WHEREAS, The safeguarding and accounting of gross annual parking revenues of over \$85 million is vital to the operations of the SFMTA; and

WHEREAS, The replacement of the existing revenue control equipment in the facilities with a new, centralized PARCS will provide the SFMTA with greater ability to monitor and control the parking facility operations, will provide remote access to parking and revenue data in real-time, and will allow for rate changes based on occupancies; and

WHEREAS, The competitive selection process utilizes a Request for Qualifications (RFQ) to identify qualified and responsible vendors and, further, authorizes the SFMTA to issue a Request for Proposals (RFP) and evaluate bids, and negotiate a contract with the responsive and highest scoring proposer; now therefore be it

RESOLVED, That the SFMTA's Director of Transportation, or his designee, is authorized to issue a Request for Qualifications to solicit qualifications from PARCS vendors for consideration of an award to furnish and install a new, centrally controlled PARCS at 19 Off-Street Parking facilities under the jurisdiction of or otherwise operated by the SFMTA; and be it

FURTHER RESOLVED, That the SFMTA's Director of Transportation, or his designee, is authorized to evaluate and rank vendors' proposals based on quality of proposal, system functionality, vendor qualifications, and other criteria identified in the RFQ; issue a Request for Proposals soliciting cost proposals from the highest ranking proposers that the SFMTA determines are responsible and are responsive; and negotiate a contract for the provision, installation and maintenance of a PARCS that meets the requirements for the SFMTA's Off-Street Parking facilities.

I hereby certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of August 20, 2013

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



**Request for Qualifications  
to Provide  
Parking Access and Revenue Control Systems  
(PARCS)**

**RFQ No. #SFMTA-2014-02**

**August 26, 2013**



<b>Date issued:</b>	<b>August 26, 2013</b>
<b>Pre-Proposal Conference:</b>	<b>September 9, 2013 at 2:00 P.M. (PT)</b>
<b>Proposal due:</b>	<b>October 28, 2013 at 4:00 P.M. (PT)</b>

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# **Table of Contents**

**Page No.**

<b>I. <u>INTRODUCTION</u></b> .....	<b>1</b>
<b>II. <u>SCOPE OF WORK</u></b> .....	<b>3</b>
<b>III. <u>MINIMUM QUALIFICATIONS AND SYSTEM REQUIREMENTS</u></b> .....	<b>7</b>
<b>IV. <u>SYSTEM FEATURES</u></b> .....	<b>9</b>
<b>V. <u>SYSTEM MAINTENANCE AND WARRANTY</u></b> .....	<b>33</b>
<b>VI. <u>INNOVATION AND SYSTEM ENHANCEMENTS</u></b> .....	<b>34</b>
<b>VII. <u>PROJECT APPROACH</u></b> .....	<b>36</b>
<b>VIII. <u>SCHEDULE</u></b> .....	<b>38</b>
<b>IX. <u>SUBMISSION REQUIREMENTS</u></b> .....	<b>39</b>
<b>X. <u>EVALUATION CRITERIA</u></b> .....	<b>41</b>
<b>XI. <u>TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</u></b> .....	<b>43</b>
<b>XII. <u>PROTEST PROCEDURES</u></b> .....	<b>53</b>

**ATTACHMENTS TO RFQ**

A. [CMD ATTACHMENT 2](#) .....55

**Proposers are invited to submit a response to the subsequent RFP:**

[Form 2A: CMD Contract Participation Form](#)..... 65

[Form 2B: CMD “Good Faith Outreach” Requirements Form](#) ..... 67

[Form 3: CMD Non-Discrimination Affidavit](#)..... 70

[Form 4: CMD Joint Venture Form](#)..... 71

[Form 5: CMD Employment Form](#) ..... 73

**CMD Post-Award Forms:**

[Form 7: CMD Progress Payment Form](#) ..... 74

[Form 9: CMD Payment Affidavit](#)..... 76

[Form 8: CMD Exit Report and Affidavit](#) ..... 77

[Form 10: CMD Contract Modification Form](#) ..... 79

B. [STANDARD FORMS](#) ..... 80

C. [ATTESTATION OF COMPLIANCE](#)..... 82

D. [CERTIFICATION REGARDING DEBARMENT](#).....83

E. [CERTIFICATION REGARDING LOBBYING](#).....84

F. [QUALIFICATION QUESTIONNAIRE](#) ..... 86

G. [SAMPLE XML FILE FORMAT FOR SFpark](#)..... 98

H. [GENERAL INFORMATION OF PARKING FACILITIES](#) ..... 101

I. [GEOGRAPHIC LOCATION OF PARKING FACILITIES](#) ..... 104

J. [SAMPLING OF RATES](#) ..... 105

K. [MODEL AGREEMENT](#) ..... 106

**PARKING TAX REGULATION**

[ARTICLE 22: PARKING STATIONS; REVENUE CONTROL EQUIPMENT](#)..... P-1

## List of Terms

Term or Acronym	Definition
ABC Loop Logic	The operating logic/hardware of PARCS that senses and confirms the entrance of a vehicle to a gate, receipt of a ticket and passage of the vehicle through the gate.
Agency or Department	San Francisco Municipal Transportation Agency or SFMTA
Anti-passback	A function of the controlled access system that requires an access device (such as proximity access card) to be used in an entrance reader before it can be used in an exit reader and vice versa. This function will deactivate/block any access device (proximity access card) that is not used in the appropriate sequence.
Article 22	Parking Station Signage Requirements (Parking Tax Regulation No. 2006-1) and San Francisco Business and Tax Regulations Code, Article 22.
Automatic Vehicle Counter	A mechanical or electronic device, such as electric eye, arming and/or triggering loop, or other automated counting device that records the passage of a vehicle.
AVI	Automatic Vehicle Identifier
Back-out Ticket/Movement	The action of a customer who tries to enter a parking facility, pulls a transient ticket from the ticket chute, backs out of the arming loop and does not enter the facility.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, except for holidays observed by the City.
Central Cashier	A centrally located fee computer, within a facility, where a transaction can be processed by the on-duty cashier. An Exit Grace Time is started on any transactions processed from a Central Cashier terminal.
Central Management Computer (CMC)	A Computer or Computers located in Central Monitoring Station that can monitor and support all the facilities within the System.
Central Monitoring Station (CMS)	The centralized location where the CMC and CCTV controls and servers are housed and monitored. To be located at a location yet to be determined, pending the successful vendor's recommendation on space, proximity to facilities and any other specifications important to its successful installation. Central Monitoring Station (CMS) will have the highest network hierarchy.
Clipper <sup>®</sup>	An automated fare collection program centered on smart card technology, which is accepted for fare payment by nine Bay Area transit operators for intra/inter operator trips. The SFMTA is currently running a pilot at 5 City garages and already uses the Clipper <sup>®</sup> card on SFMTA buses and trains.
Construction	Changes, alterations, additions or modifications to the physical plant of a garage or other facility that requires a license from the State Contractor's License Board to perform or that constitutes a "public work" as that term is defined in Chapter 6 of the San Francisco Administrative Code and the California Public Contract Code.

**List of Terms (cont.)**

<b>Term or Acronym</b>	<b>Definition</b>
Construction Cost	Any cost associated with Construction, including, but not limited to, cost of cable, equipment rental, and labor, will be considered as Construction cost.
Continuous Grace Time or Period	The amount of time allowed before the next increment of charged time is added to the parking fee. For example, if the fee structure is set to \$2 per 30 minutes, customer will pay \$4 for staying in parking facility between 30 minutes and one second to 60 minutes (1 hour), provided Grace Time (X) is set to 0.
Contract Compliance Office (CCO)	The department of the SFMTA office that administers compliance with the City's Local Business Enterprise/Non-Discrimination Program. The CCO is a unit within the SFMTA's Contracts and Procurement group.
Crystal reports	A business intelligence application used to design and generate reports from a wide range of data sources.
Database Server	A computer (hardware and software) that provides database services to other computer programs or computers. Database Server is also used for data backup.
Day(s)	A 24-hour period or consecutive 24-hour periods beginning at midnight (12 a.m.) and ending at 11:59 PM.
Demand-Based Pricing	A parking management program sets different pricing throughout the day to manage the demand for parking.
Event Log or Journal	The central database repository of all System messages and activity.
Exit Cashier	A cashier computer located at the exit lane, where a transaction can be processed by the on-duty cashier. The action of successfully processing a ticket will result in a gate opening to permit the customer to exit.
Exit Grace Time (or Courtesy Time or POF Grace Time)	A preset length of time programmed into the System to allow customers who have paid parking fees at the Central Cashier or POF devices to return to their vehicles and exit the facility.
Express Exit	Exit lane where a customer can pay for parking by means of credit cards, validation coupons, Clipper <sup>®</sup> or the prepaid cards without interacting with a cashier.
Facility Management System (FMS) or Facility Computer	The software and hardware components whose functions allow the implementation and control of all PARCS devices.
Factory Acceptance Test (FAT)	The test performed by the supplier/Proposer at its factory to demonstrate the successful performance of PARCS hardware and software features/functionality, before shipping to the owner's location for installation.
Fail Over	The process performed by the PARCS that senses and automatically switches functionality from a primary to a secondary server or device in the event that normal function, power or communication is lost.
Grace Time or Period	See Continuous Grace Time or Period.

**List of Terms (cont.)**

<b>Term or Acronym</b>	<b>Definition</b>
Graphic User Interface (GUI)	An interface for issuing commands to a computer by using a pointing device (such as a mouse) to manipulate visual or graphic images (icons) on a computer monitor screen.
Hosted Module	An application and/or module and/or service provided by a 3 <sup>rd</sup> party; including the hardware, software and maintenance to support the application.
Invalid Ticket	Also known as a “Stolen Ticket.” A ticket that has been identified as invalid because it was removed from an Entry Device without the System detecting a normal vehicle entry into the parking facility.
Journal Tape	A printed record of every transaction, in consecutive order, that is generated by a PARCS that is incapable of producing an electronic Log File (e.g., a cash register or fee computer tape).
Local Business Enterprise (LBE)	A business that is certified as meeting the requirements of Administrative Code section 14.B.3 by the City.
Log File	An electronic read-only (but printable) record generated by the PARCS that is a consecutive record by date and time of every transaction and the actions of the PARCS and ancillary devices (including, but not limited to, Entry/Exit/POF).
Nested Area	A controlled access section/area of the parking facility within another controlled access area of the facility.
On-line Real Time System	A system or network which updates information at the same rate as it receives data.
Open Data Exchange	A system that allows Easy integration and sharing of data between various systems.
Operations Demonstration Test (ODT)	A required test designed to demonstrate, over a period of time (such as 30 or 90 days), the successful performance of all aspects of the System at the completion of each phase.
Parking Access and Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to and accounting for all revenues generated by a parking facility.
Pass-back	Access control measures taken to over-write the Anti-pass-back sequencing.
Payment Card Industry Data Security Standard (PCI DSS)	A worldwide security standard assembled by the Payment Card Industry Security Standards Council (PCI SSC).
Payment Credential	“Payment Credential” refers to an entity that makes payment for and on behalf of an organization or individual that has been granted credit from the entity and that entity is authorized to make payment in the facility on the customer’s behalf.
Proposal	For this RFQ Proposal means Statement of Qualifications.
Proposer	Party submitting a Proposal.
San Francisco Municipal Transportation Agency (SFMTA)	A department of the City and County of San Francisco established by San Francisco Charter Article VIII.A.

**List of Terms (cont.)**

<b>Term or Acronym</b>	<b>Definition</b>
Simple Naming Management Protocol (SNMP)	A standard Internet Protocol, developed to manage nodes or devices (including, but not limited to, computers and routers), present on an internet-based network.
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (including, but not limited to, License Plate Recognition (LPR) and Parking Space Count) devices present in that particular lane.
Site Acceptance Test (SAT)	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation.
Subcontractor	An entity or person hired by the Primary Proposer to install, design or assemble any portion of the PARCS hardware or software programs.
System	See PARCS above.
System Integrator	The entity identified by Proposer to design and or integrate new or existing functionality or software to the System
Time Synchronization (Master Clock)	A function or service provided by the Facility Management System or Software (FMS) that allows the System clocks for each device on the network to be updated to reflect the time of the Master Clock.
Transmission Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
Turn Around Grace Period	The amount of time (stated in minutes) a customer has to enter and exit a parking facility without incurring a parking fee. Turn Around Grace Period applies to unpaid tickets.
Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Voided Ticket	A parking ticket that is not issued to an occupant, but that is used in the course of the testing, repair or maintenance of the System.

The terms described above are in addition to those provided in Articles 9 and 22 of the San Francisco Business and Tax Regulations Code. Should any term provision or definition set out herein conflict with any provision of the San Francisco Business Tax Regulations Code, the provisions of the Code shall govern.

## Terms and Abbreviations

<b>ADA</b>	Americans with Disability Act
<b>AVI</b>	Automatic Vehicle Identifier
<b>CAPP</b>	Certified Administrator of Public Parking
<b>CIP</b>	Capital Improvement Program
<b>CCSF</b>	City and County of San Francisco
<b>CCTV</b>	Closed-Circuit Television
<b>CCO</b>	Contract Compliance Office
<b>CMS</b>	Central Monitoring Station
<b>CPP</b>	Certified Parking Professional
<b>DBI</b>	Department of Building Inspection
<b>DMZ</b>	Data Management Zone
<b>DSS</b>	Data Security Standard
<b>EEO</b>	Equal Employment Opportunity
<b>FMS</b>	Facility Management System (computer)
<b>IPI</b>	International Parking Institute
<b>LBE</b>	Local Business Enterprise
<b>LPR</b>	License Plate Recognition
<b>MQ</b>	Minimum Qualification
<b>NEC</b>	National Electric Code
<b>NEMA</b>	National Electrical Manufacturing Association
<b>NTP</b>	Notice to Proceed
<b>ODE</b>	Open Data Exchange
<b>PAC</b>	Parking Authority Commission
<b>PARCS</b>	Parking Access and Revenue Control System

## Terms and Abbreviations (cont.)

<b>PCI</b>	Payment Card Industry
<b>POF</b>	Pay on Foot machine
<b>PMP</b>	Project Management Professional
<b>RCE</b>	Revenue Control Equipment
<b>RFI</b>	Request For Information
<b>RFP</b>	Request For Proposal
<b>RFQ</b>	Request For Qualifications
<b>SFMTA</b>	San Francisco Municipal Transportation Agency
<b>TCP/IP</b>	Transmission Control Protocol/Internet Protocol
<b>UL</b>	Underwriters Laboratories, Inc.
<b>XML</b>	Extensible Markup Language



# **I. INTRODUCTION**

## **A. General Overview**

The San Francisco Municipal Transportation Agency (SFMTA) issues this Request for Qualifications as the first part of a selection process to procure a new Parking Access and Revenue Control System (PARCS) for 19 parking garages. The procurement process will be done in three phases. In Phase One, PARCS manufacturers and authorized vendors are invited to submit Statements of Qualifications in which a proposer will provide a statement of its experience and expertise and a description of its PARCS features and functions to the SFMTA for evaluation. The SFMTA will evaluate and score the each proposer's respective experience and expertise and the features and functionality of each proposer's PARCS. (Price will not be a selection criterion in Phase One).

In Phase Two, the top three ranked proposers will be issued a more detailed Request for Proposals in which the SFMTA will set out with greater specificity required features and functions of the PARCS the SFMTA wishes to purchase. (If the fourth ranked proposer's score is within 25 points of the first ranked proposer, the fourth ranked proposer will also be invited to submit a proposal.) Those three (or four) proposers will be invited to submit a detailed proposal and price bid, which will be scored based on features, functions, value and cost of the proposers' PARCS. If the SFMTA is not satisfied with the proposals, it may solicit revised proposals from those proposers.

In Phase Three, the highest ranked Proposer from the selection process in Phase Two will be invited to negotiate a contract with the SFMTA to provide the proposed PARCS and associated installation, software, system integration, maintenance, and professional services. The SFMTA strongly desires that the selected PARCS be able to integrate with certain existing software systems used by the SFMTA, especially the data systems used by the SFMTA's *SFpark* Program. A PARCS that is based on an open source platform will be scored accordingly. The negotiated contract will be based on the form agreement to be provided with the RFP. If the SFMTA and the highest ranked proposer are unable to reach agreement, the SFMTA will declare impasse and invite the next ranked proposer to negotiate a contract. The price bid and scope of services proposed by the highest ranked Proposer may not necessarily be the final price of the contract awarded.

Note that the City is not procuring construction services through this RFQ/RFP process. As required by the San Francisco Administrative Code, work that constitutes "construction" must be procured under a separate process. However, the installation of the selected PARCS may require construction work at some or all parking facilities, which work may include but not limited to installation of conduit, electrical service and wiring, signal cable, concrete and mechanical systems. As part of Phase Two, the short-listed Proposers will be required to identify that work. As part of its scope of services, the selected Proposer will provide to the SFMTA the designs and specifications for the construction work required to install the PARCS and associated equipment. The SFMTA will through a separate competitive process or through its Job Order Contracting contractor procure and caused to be performed the required construction work. The selected Proposer will be required under its contract to oversee, inspect, test, accept that construction work and warrant the operation of the PARCS on that construction work.

## B. San Francisco Municipal Transportation Agency

The SFMTA is a multi-modal transportation organization responsible for operating buses, rail, world-famous cable cars and an historic fleet of streetcars, as well as developing and implementing innovative transportation solutions to benefit auto drivers, transit riders, taxicab users, bicyclists and pedestrians.

The SFMTA's Off-Street Parking Section manages 38 parking facilities that generate approximately \$80 million in gross revenues annually; which are used to support the SFMTA's public transit operations. The mission of the Off-Street Parking program is to provide clean, safe and convenient parking to visitors, employees and businesses in the downtown core, as well as to commercial and residential districts. Through effective management of over 15,000 spaces at 38 parking facilities throughout the City, the Section supports economic vitality in the City's downtown and neighborhood commercial districts. Various parking policies and programs, administered by the Section, support the City's *Transit First* policy, help reduce traffic congestion on City streets and promote alternate modes of transportation. The Section monitors current and anticipated parking demands, and evaluates the need for the expansion and development of new parking facilities.

## C. SFMTA Parking Facilities

The 19 locations where the new PARCS will be installed are listed below. Currently, the SFMTA has DataPark PARCS installed at all garages, except Pierce (currently a metered facility). The existing systems were installed at different times over the last 15 years. The locations are listed below:

7<sup>th</sup> & Harrison - 415 7th Street

16<sup>th</sup> & Hoff - 42 Hoff Street

Civic Center - 355 McAllister Street

Ellis-O'Farrell - 123 O'Farrell Street

Fifth & Mission - 833 Mission Street

Golden Gateway - 250 Clay Street

Japan Center - 1610 Geary Boulevard

Lombard - 2055 Lombard Street

Mission-Bartlett - 3255 21st Street

Moscone - 255 3rd Street

North Beach - 735 Vallejo Street

Performing Arts - 360 Grove Street

Polk Bush - 1399 Bush Street

St. Mary's Square - 433 Kearny Street

SF General Hospital - 2500 24th Street

Sutter-Stockton - 444 Stockton Street

Union Square - 333 Post Street

Vallejo - 766 Vallejo Street

Pierce Street - 3252 Pierce Street

The Japan Center Garage, Sutter-Stockton Garage and Union Square Garage are leased to City-owned non-profit corporations. The Board of Directors for each corporation and an on-site corporate manager along with the SFMTA's Off-Street Parking Section, oversee the management of each garage through contracts with operators. The remaining facilities, excluding Pierce, are assembled into three groups, each of which is managed by a different parking operator through a multi-year management agreement with the SFMTA. Each facility provides validation programs tailored to the needs of area businesses. Pierce is directly managed by SFMTA as a metered location. The PARCS in each facility must have stand-alone functionality that meets the needs of that particular facility; but, the PARCS must also be able to communicate to the CMS and allow SFMTA staff to control facility machinery remotely (e.g. open gates and perform

other functions) according to established protocol. In addition, the CMS must be able to access each on-site facility computer for CMS viewing of PARCS functions, data collection and reporting. The PARCS must provide multiple levels of secured access to staff based on their position and responsibility.

#### **D. Cost Proposals Not Accepted**

Proposers are directed NOT to include any cost information with their Statement of Qualifications. The SFMTA will request cost proposals following completion of site visits by the finalist Proposers.

**Cost incurred by a Proposer in preparing and submitting a Statement of Qualifications and Proposal are solely the responsibility of the Proposer.**

## **II. SCOPE OF WORK**

### **A. System Description**

The SFMTA seeks to procure a new PARCS to be installed at 19 off-street parking facilities (“garages”) that will be integrated and remotely monitored by a CMS (the “System”) for customer support and revenue security oversight. The System must be remotely accessible over an encrypted internet-based (TCP/IP) network. Each facility shall have a minimum of one dedicated “Facility Management Station (Server)” that provides standalone functionality for the PARCS installation.

The overall System is intended to:

1. Improve upon customer service by providing remote monitoring (CCTV) and assistance on the use of the PARCS.
2. Support the operators’ management of the facility.
3. Improve efficiency and reduce costs.
4. Enhance revenue security.
5. Introduce technical advancements that result in quick and easy customer interaction with PARCS.
6. Enhance safety and security of vehicles, equipment and personnel.
7. Provide a high resolution video to the Facility Management Server and CMS of all PARCS that a customer encounters and has any sort of interaction with.
8. Provide staff with remote customer assistance via an image that duplicates what the customer is seeing, so assistance can be effectively rendered from the FMS and CMS.

9. Provide the ability for FMS and CMS to push rates to the Pay stations and ticket acceptors (e.g. lost or damaged tickets, etc.).
10. Allow remote programming of all pay stations and lane equipment.
11. Allow for remote vending of gates.

While not mandatory, the SFMTA prefers to utilize a dual system of machine-readable tickets (such as bar code and magnetic-stripe) that would reduce the overall possibility of transactions not being automatically read by the PARCS and provide for additional integration features (such as on-line reservations). Additionally, SFMTA prefers the PARCS to include the ability to integrate and read Bar codes, QR codes, Near Field Communication (NFC) or Clipper Cards® as a means for accepting payments. The use of credit and debit cards for in-lane payments and card-in/card-out features are highly desirable. For monthly access, either Automatic Vehicle Identifier (AVI) or proximity access card readers will be used.

Only reliable, tested and proven technology for all components of the PARCS should be proposed for the base PARCS installation. Following which, Proposers will be asked to collaborate on integration and provide system enhancements that can be successfully added to the PARCS and warranted.

**B. The System must also:**

1. Provide comprehensive and reliable system reporting for sound revenue security controls.
2. Provide accurate and auditable fee computation through automation.
3. Incorporate multiple levels of security and PARCS access control both onsite and remotely.
4. Provide a comprehensive and cohesive methodology and audit trail showing every transaction performed in the facility and identifying each and summarizing all exception-based transactions performed.
5. Provide ticket tracking functionality and reporting that follows the journey of the ticket from vehicle entry through vehicle exit of the facility and that itemizes remaining inventory (tickets) that have not been pulled by a patron or put to other authorized use.
6. Provide a secure Web-Based Management Component for all Functions. SFMTA to gain access to PARCS data via a secure website from any web enabled browser. As part of the mandatory SFpark integration a Proposer must describe the frequency and time intervals of data exchange using XML feeds, as shown in Attachment G.
7. Provide near real time transaction times for each of the PARCS equipment.

8. Provide configurable and consolidated operational and management reports capable of being exported to Excel and exported to PDF format and emailed to any email address.
9. Provide retrieval and review of individual transactions based on US parameters – such as Daily/Weekly/Monthly or time of day.
10. Reports shall have an auto-run function programmable by the SFMTA.
11. Provide revenue and occupancy trend analysis.
12. Provide flexibility of rate change implementation and scheduling either locally at the FMS or remotely.
13. Provide data security.
14. Provide 2-Way Ticket Read/Write.
15. Provide thermal printers.
16. Provide a secure PARCS that is not vulnerable to any “hacker” attacks.
17. Store data that is accessible by parking operator and/or SFMTA in a read-only format.

The System should also be scalable and flexible enough to accommodate different parking facility types, sizes and operating requirements.

### C. Innovation and System Integration

In keeping with the SFMTA’s commitment to innovative transportation solutions, the SFMTA requires that the PARCS communicates and provides data-feeds to the *SFpark* program as outlined in Attachment G.

The **SFpark Program** is a parking management program developed by the SFMTA to manage traffic congestion by demand-based rate setting for both on-street metered and off-street parking (Demand-based Pricing). Demand-based Pricing applies a varying pricing structure throughout that responds to parking demand. For example, if the historic data supports that a parking facility is at or above a pre-defined threshold occupancy/availability level on Mondays between 10 a.m. to 3 p.m. the SFMTA may price the parking higher between 10 a.m. to 3 p.m. to influence demand. This change of parking rate is not intended to be made by PARCS automatically but would be adjusted for any particular facility based on an analysis of historic data.

As a result, the new system must be able to communicate with the *SFpark* program and provide a rate table structure that allows for variable rates throughout five different and predetermined time periods in any given calendar day.

To accommodate the SFpark program, a Proposer must explain how its system will achieve the following:

1. Provide a PARCS that is capable of setting multiple fee and rate tables by facility to meet with the needs of the SFpark program.
2. Provide customized programming for the SFpark program in an XML feed format as outlined in Attachment G.

Additionally, following the installation of the base PARCS, the SFMTA seeks to pursue a variety of different integration and system enhancements. As such, Proposers are asked to describe if any of the following initiatives or system enhancements have ever been accomplished by either your organization or the manufacturer of the PARCS your organization represents. If not, please explain if your organization or the manufacturer would be willing to pursue the integration process or enhancements to the system and how the work would be approached to achieve the following:

1. PARCS should be able to seamlessly interface with an external third party platform for accounts-receivable, (i.e. PARIS, CARS, etc.) to update customer information within the card manager module in as close to real time as possible.
2. PARCS should be able to seamlessly interface with and accept on-line payment processing using credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility. A Payment Credential meaning Bar codes, QR codes, or NFC and RFID accounts to, at a minimum, pay for monthly parking fees and automatically update the card manager module in as close to real time as possible.
3. Deliver additional features that would allow for patrons to log on to a web site, create a personal account and acquire a specific type of available parking (e.g., daily or event parking) at any SFMTA facility using a credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential. Such features would also have to be supported by software and hardware enhancements at the facility level that would allow for tracking the validity of the transactions and fraudulent duplication or use of the passes purchased on-line.
4. PARCS should allow for payment of monthly parking to occur at a Pay Station utilizing credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential. Simultaneously update the card module and any third party platform maintaining customer related data such as an accounts receivable system or database.
5. PARCS should allow for the “addition of funds” to a Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.
6. PARCS should be able to seamlessly interface with additional external CCTV and work in unison with the FMS and CMS and certify that the camera system can be expanded upon by simply adding additional cameras to the system and not through future integration at an additional cost.

#### **D. Green Technologies**

The Off-Street Parking Section of the SFMTA is committed to and strives to make its parking operations “Green” and environmentally friendly wherever possible. Proposers are strongly encouraged to bring forward recommendations regarding any Green technology that they offer for the PARCS. In so doing, the SFMTA asks that the Proposer substantiate why the suggested alternative is considered Green or environmentally friendly and provide background on where it is already working. The Green alternative must comply with all the requirements described in the Scope of Work of this RFQ.

#### **E. Construction**

Note that the City is not procuring construction services through this RFQ/RFP process. As required by the San Francisco Administrative Code, work that constitutes "construction" must be procured under a separate process. However, the installation of the selected PARCS may require construction work at some or all parking facilities, which work may include but not limited to installation of conduit, electrical service and wiring, signal cable, concrete and mechanical systems. As part of Phase Two, the short-listed Proposers will be required to identify that work. As part of its scope of services, the selected Proposer will provide to the SFMTA the designs and specifications for the construction work required to install the PARCS and associated equipment. The SFMTA will through a separate competitive process or through its Job Order Contracting contractor procure and caused to be performed the required construction work. The selected Proposer will be required under its contract to oversee, inspect, test, accept that construction work and warrant the operation of the PARCS on that construction work.

### **III. MINIMUM QUALIFICATIONS AND SYSTEM REQUIREMENTS**

To be considered for the project, a Proposer must meet or exceed each of the Minimum Qualifications (MQs) and the Proposers PARCS must meet the Base System Requirements (BSRs) stated in Attachment F: “Qualifications Questionnaire.” Failure to provide all required/requested documents may render a Proposal non-responsive and be disqualified from the process. Proposals submitted by Proposers that do not meet the MQs and BSRs will not receive further consideration. The SFMTA may, however, waive any inconsistencies or deficiencies in a Statement of Qualifications or Proposal which the SFMTA deems, in its sole discretion, to be minor or technical in nature.

With its Statement of Qualifications, a Proposer must submit in a separate envelope marked “Qualifications Questionnaire” the completed and signed Attachment F “Qualifications Questionnaire,” plus all of the following:

#### **A. A cover letter addressing and certifying the following:**

1. The Proposer must confirm that it maintains an inventory facility in North America where additional equipment and/or parts are stored that can be easily ordered and delivered to San Francisco within 48-hours.

2. The Proposer must confirm that if the System is affected by a malicious attack by a hacker, the Proposer shall fix any security weaknesses in the System and understand that it will also be held responsible for any revenue lost due to such vulnerabilities in the System.
3. The Proposer agrees to execute the contract with the SFMTA when fully negotiated. The contract will reference and bind the Proposer to its representations made in the Statement of Qualifications and Proposal. A sample of the form contract is attached as Attachment L.
4. The Proposer must explain how it's PARCS and the payment card acceptance features of its PARCS meets the latest PCI/DSS requirements and what, if anything is required to maintain its compliance with PCI/DSS standards.
5. The Proposer must affirm that if it is selected and a final contract is negotiated, the Proposer must guarantee the completion of the Work. If the Proposer is not the manufacturer of the PARCS, the Proposer must obtain a guarantee from the PARCS manufacturer warranting that if the Proposer is unable to complete the Work in accordance with the Contract, the manufacturer will either complete the Work itself or will subcontract the completion of the Work. The subcontractor selected by the manufacturer is subject to SFMTA approval. In addition, the Proposer must affirm that if it is selected and a contract is negotiated, it will be able to provide a performance bond guaranteeing the completion of the Work. The value of the performance bond must be not less than 35 percent of the value of the Contract, written on the City's form, and must be from a surety acceptable to the SFMTA and the City's Risk Management Division. The SFMTA may determine that the proceeds from the performance bond shall be used to integrate the PARCS provided by Contractor with another manufacturer's PARCS, if the Provider is out of business, or refuses to complete or is incapable of completing the fully integrated system required by the RFQ/RFP and Contract.

**B. Background Information**

A Statement of Qualifications must include the following:

Descriptions of experience of all Joint Venture partners, Subcontractors or Third Party service providers and resumes of all Key Personnel that each Proposer intends to assign to the Contract if awarded. Include a descriptive commentary that describes length of service, training, experience and involvement in the Proposer's reference projects listed in Attachment F. Describe specific experience pertaining to the design and installation of multiple facility PARCS integrated into a CMS.

A Proposer that fails to demonstrate that it meets the Minimum Qualifications and System Requirements described in this section and Attachment F will be deemed non-responsive, and will not receive further consideration.



#### **IV. SYSTEM FEATURES**

##### **A. Software**

Each Proposer must explain what its PARCS software is capable of providing regarding varying fees and rate tables for each of the 19 facilities on a facility-by-facility basis, and how all of those will communicate through XML feeds through to the CMS, SFpark data warehouse and Parking Guidance System (PGS). Please also explain the process required for changing rates at any given facility and if it is possible for those rates to be changed either remotely or from the CMS. Explain security measures to prevent rates from being changed without authorization. A Proposer must explain how their system can deliver new parking-rate data for transient rate structures via XML feeds (A sample XML file format is attached as Attachment G). Only SFMTA authorized users shall be able to implement the XML feed to change the parking rates.

The SFMTA also wishes to utilize the CMS to provide partial revenue security and oversight to equipment and software applications by recording events involving equipment access. To achieve this goal the SFMTA envisions CCTV cameras for monitoring ingress and egress lanes and a camera and intercom system supporting all devices with which customers interact. Describe how the proposed PARCS will provide the following:

1. Exception-based reporting and visual monitoring over unusual activity, including those activities itemized above.
2. Describe how the PARCS will be fully integrated with all revenue-control devices, data processing, central control, and communications functions throughout the entire portfolio of SFMTA parking facilities. Including all field devices (Entry, Exit, POF, Cashier Stations) and how they shall transmit data to the FMS, CMS, SFpark data warehouse and the Parking Guidance System.
3. Explain how the PARCS will communicate and track information in as close to real time as possible at both the facility level and back to the CMS, SFpark data warehouse and Parking Guidance System.
4. Provide an overview of how the software will appear, be accessed and viewed throughout the PARCS for:
  - a. Central Monitoring Station (CMS)
  - b. Facility Management Computer (FMC)
  - c. Remote access
5. Some facilities are managed in groups (such as the Sutter-Stockton and Union Square garages). Explain if remote access will permit the grouping of facilities for the purpose of allowing the operator the flexibility of remotely monitoring their facilities as a group. Similarly, describe how the CMS may also be configured to facilitate the grouping of locations. In both instances, please address the following: Describe security levels, features and accessibility, authentication (who can log on)

and access (who can see what data and which screens). Address the masking of facilities outside of operator's responsibility.

6. Describe monitoring features over multiple facilities at once and the ability it has to send alerting information in multiple modes, such as email, text messaging, pagers, etc.
7. Describe the application architecture and the various tiers of your system. Also provide screen captures of what the end user interface looks like.
8. Provide license fees and costs for additional licenses if needed.
9. Provide data exchange through XML feeds as outlined within Attachment G.
10. Integrate additional external CCTV to work in unison with the facility servers and the PARCS Central Monitoring Station (CMS) and certify that the camera system can be expanded upon by simply adding additional cameras to the system and not through future integration at an additional cost.
11. Explain remote vending.
12. Describe the ability to push rates to Pay Stations (Lost Tickets or other).
13. Give details on accessing PARCS reports. Provide screen shots of available reports.
14. Explain the number of concurrent users the PARCS can handle and the average response time.
15. Explain multi-rate structuring by time zones throughout a given day or on a particular day of the week. How will these multi-rate structures be programmed to work at each facility and across the entire network?
16. Explain how the PARCS will accommodate the *SFpark* program and what limitations if any, that may exist.
17. Explain time synchronization features throughout the PARCS and how the PARCS handles changes for standard time and daylight saving changes, including how rate tables and calculations are affected.
18. Describe the frequency of data backup.
19. Explain overnight car inventories and how they will be monitored.
20. Explain the reporting features and how it will account for lost-ticket processing or manual overrides (exception-based reporting).
21. Explain the features offered to consolidate reporting across a selected group of facilities. Can facilities be grouped or regrouped and configured for reporting purposes?

22. Explain how easily the PARCS is reconfigured to add or remove lane reporting or create nested groups and or add additional machinery.
23. Explain software upgrades in the PARCS. How frequently they occur and if they are to be at an additional cost.
24. Detail your organizations' warranty against lost revenue or business disruption caused by software upgrades.
25. Explain how the PARCS will provide a redundancy/backup procedure that will allow devices to recover to normal operation, in the case of a power failure or a hardware/software crash.

### **Types of Software**

#### 1. Validations Software

Validations are a key component of the new PARCS. Validation usage can be abused if not carefully regulated and administered.

SFMTA facilities cater to a wide and diverse range of area merchants and businesses that require different applications to serve their business needs. Not all users of the program are computer savvy or technologically savvy and some use the programs more than others.

Provide an explanation of how the software produces, tracks and processes validations within the PARCS; and, in so doing explain:

- a. How many different user groups can the PARCS accommodate at both the facility level and across the entire network back to the CMS?
- b. How and in what form are validations created?
- c. If validations can be created as a physical product (such as a chaser ticket/stamp), what is the process for producing those validations and the hourly output required by staff and or machinery?
- d. How are validations tracked and collected upon (Prepayment or billed back)?
- e. How are validations used?
- f. What machinery or process is used to produce a validation?
- g. If an encoder or some other form of machinery is required to be used by a merchant, what is the per-unit cost?
- h. What security features does the validation system provide?

- i. What is the makeup of the validations and can they be configured to offer a percentage discount, time, currency or a combination thereof?
- j. Can the formats be combined and or nested to specific time increments or specific time intervals?
- k. Can validations be specific to some locations and not others or can they be configured to work across all facilities within the network?
- l. Can validations be deactivated or voided within the PARCS after having been issued?
- m. Can multiple validations be achieved and be either restricted at a certain point or be cumulative in their application?

***For example:***

In a particular area, a number of merchants offer validations and they are possibly in different formats (e.g., time and currency) and a patron is validated at two or more establishments. A merchant validates for one hour and the other validates for \$3.50.

Rates at the facility are \$3.50 per hour.

Cumulative Scenario - Patron leaves after being in the facility for two hours and 30 minutes. Patron is charged \$3.50.

Restricted Scenario – The facility has a rule to only validate up to a maximum of one hour. Patron is charged \$7.

Explain how validations are recognized both within the PARCS and to an individual. Are they imprinted or encoded on the ticket? Please provide an image of the validated ticket.

2. Monthly Parking Software

Explain the features of the Monthly Parking database and the information it maintains for the access equipment and how it communicates and controls ingress and egress. Include an explanation for the following:

- a. The way, including the format of how the PARCS can generate invoices including any auto-run features.
- b. If the PARCS is designed to carry receivables on account.
- c. If the PARCS can auto-populate reoccurring charges.

- d. The PARCS capacity at a facility level (# of patrons) and across the entire network through to the CMS.
- e. How the rates are allocated to the customer database.
- f. If the rates can be configured to increase or decrease at a predetermined rate and programmed to occur at a future date and time.
- g. If PARCS accommodates variable rates on a facility-by-facility basis and across the entire network through to the CMS.
- h. How the PARCS is configured to communicate payment and non-payment requirements to the access equipment controlling ingress and egress.
- i. If the PARCS will permit pro-rata invoicing by week, mid-month or days remaining in the month when establishing a new account.
- j. Describe how you see the process and timeline unfolding to design or have a JV Partner or subcontractor integrate a third-party service providers receivable system to update the card module system in as near to real time as possible (PARIS, CARS, etc.). Define “to as near to real time as possible” and any PCI or DSS issues and how they will be addressed.
- k. Describe how you see the PARCS will be able to accept monthly payments at the Pay Station and update customer accounts, card module or handle late payment charges.
- l. Describe how the PARCS will be able to issue and or add value to a Debit Card, Clipper Card<sup>®</sup>, and Smartcard or add value to a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.
- m. Describe how you see the Pay Station could issue or add value to a Debit Card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.
- n. Explain if the PARCS could offer any special features for such things as maintaining a wait list of potential customers for assignment of a space as it becomes available and any configurable features it may have for establishing applicable rules (e.g., on the 10<sup>th</sup> of the month, PARCS generates a report of customers to be contacted and assigned a space).
- o. Explain any nesting features inside of the software that allow for the defining of ingress and egress rights for defined operating hours. (e.g., Evenings after 6 p.m. through to 8 a.m. Monday through Friday; or Day, Night, Weekends, Reserved, unreserved areas). Explain how nesting features for defined areas, days and or time intervals will be handled for violations.

- p. Explain if the PARCS has any capability to limit by group the number of in-lot access items at any given time or defined time interval throughout a given day. If so, how it will treat any access item trying to enter the facility, if the group limit has been achieved. For example, a particular group wants to acquire a multitude of access items in excess of the number of spaces that they would purchase and utilize at any given time within the facility (e.g., their entire work force).
- q. The SFMTA provides a discounted monthly parking rate for Carpool customers. A monthly customer entering the parking facility with at least two passengers (three occupants) in the vehicle will qualify for the Carpool rate. Explain any features the PARCS might have that will aid the operators and the SFMTA in policing this policy that go beyond a simple visual check and audit.
- r. What of the following are features of the base PARCS and what would have to be a supplemental feature following the installation of the PARCS:
  - i. Ability to apply daily/weekly discounts/surcharges to monthly parker accounts if certain criteria are met (e.g., if monthly parker arrives before 8:00 a.m., \$2 discount)
  - ii. Track specific numbers of monthly parkers and send alerts to garage operator if more than normal/expected are attempting to park at a given time.
  - iii. Provide online sign-up for monthly parking, with information about price, restrictions, contract terms, how many slots available
  - iv. Provide automated notification of changes in price, restrictions or contract terms to existing monthly customers (via email, web, text, etc.).

### 3. Transient Parking Software

Describe the software and equipment features the PARCS offers for processing and controlling transient transactions.

Define what security features are available for accessing information from the units and if they can be accessed remotely.

Explain if a rate can be pushed to a machine from the FMS and/or the CMS when aiding a customer with a transaction.

Describe how the Pay Stations shall be able to keep track of all transactions, and transaction types (including such things as validations or payment method). Explain how and where it records the transaction time (the time a ticket was paid).

Describe the notification or alarm features of the Pay Stations for activities such as when the interior is accessed or when receipts or tickets are low, change money is low, or collection bins are full.

Provide an inventory status report.

Explain the features and application of the cashiering configurations for processing of transactions at an exit and also a central cashiering station. Include an explanation of how different grace periods are configured in the software. Also detail and explain how the tickets are marked for audit purposes and provide an annotated picture showing this process.

Explain how many different grace periods can be programmed into the PARCS at both the facility level and the CMS.

There are three different grace periods being used at various facilities:

- a. “Turnaround Grace Period” – An initial no charge period for someone who drives into a facility and either cannot find a spot to park or decides not to park and then shortly, after entering, leaves the facility. Depending upon the location, time allotment can vary from five to 10 minutes.
- b. “Central Pay or POF Grace Period” – The amount of time an individual has to return to their vehicle and drive to the exit after paying at a Pay Station or central cashier. It is generally set at 15 minutes but in some instances, and during certain conditions, can be extended to 30 minutes.
- c. “Courtesy or Continuous Grace Period” – This is defined as being the automatically assigned grace period granted to everyone to account for differences in clocks and or any wait time at POF or cashiering stations.

Explain how the PARCS will configure and or handle these grace periods where applicable and how the ticket validator, Pay Stations or Central Cashier stations handle the grace periods as defined, including what will occur in each instance whereby the grace period allotment is exceeded.

Describe how the PARCS would process a transient transaction from a Debit Card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.

Describe how the Pay Station would process a transient transaction from a Debit Card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.

Describe the PARCS calculation of total parking charge—ability to charge by the minute or other small time intervals.

Describe how the Pay Station or on the web/app would offer an automatic rate calculator (if customer wants to know what they will pay).

Describe how the system would have the ability to handle multiple discounts/layers of pricing in one charge (off-peak discounts, early bird, validations, and other

discounts); ability to rank discounts and apply highest-ranking discount over others; ability to detect highest-value discount and apply only highest-value discount.

Describe how the system would have the ability to broadcast existing rates and occupancy to publicly accessible parking reservation system.

Describe how the system would have the ability to reserve particular spots in advance; this functionality requires that spaces in the garage must be somehow marked off.

Describe how the system would have the ability to accept advance payment.

Describe how the system would have the ability to process non-recurring discounts (for example, discounts offered when occupancy falls below a certain threshold). Discount must be programmable from the CMS.

Describe how the system would have the ability to program set discount or pricing policies that are offered automatically based on certain thresholds (e.g., if occupancy falls below 25%, offer discount for pre-paid parking on garage's website/app).

#### 4. Event Parking Software

The SFMTA has several facilities, such as the Performing Arts Garage (PAG), where event activity occurs on a regular basis. When PAG experiences a large crowd leaving from any one of the surrounding performing arts venues, processing transactions and alleviating congestion is very challenging. Additionally, prior to the event, traffic will frequently queue into the street.

To help minimize the egress concerns at PAG, the garage adopts a fixed rate and asks patrons to prepay as they arrive for the event as a means to expedite egress following the event. In order to maintain the sequential issuing of tickets from the dispenser, the dispenser has been retrofitted so that the individual pre-collecting can swipe a card through a reader that in turn causes the dispenser to issue a prepaid ticket from the machine. These tickets reflect the prepaid rate, date and time of entry, and generally allow for the patron to leave the facility without any further charge for up to two hours following the end of the event. Should the patron overstay, additional parking charges are then accrued from the cutoff time of the event onward in accordance with the posted rates.

Please explain how your PARCS will:

- a. Handle event parking scenarios
- b. Converts to a prepaid mode of operation
- c. Provides secure revenue tracking
- d. Provides system generated reports. (Provide a sample of a system generated event report)
- e. Reduces queuing at entrance



Describe how the system would incorporate an on-line reservation system that enables people to prepay for their parking and print out a pass that allows them to enter and exit the facility utilizing a credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts.

Explain what additional software and hardware enhancements would be made to the system to track these transactions and confirm their validity when being accepted at the facility, including how they will be controlled so as to prevent fraudulent duplication and use of the passes purchased on-line.

5. Valet Parking Software

A number of SFMTA facilities offer “Valet Assisted” and “Full Valet Services.” The typical Full Valet Service involves the drop-off and retrieval of the vehicle at what is customarily seen as being the most convenient location for the customer. The Valet Assisted service is a partial version of the program in which customers can either park their own vehicle or drop their vehicle at a designated location within the facility upon arrival and staff will park the vehicle for them. However, when the customer returns to the facility to retrieve their vehicle they report to a centralized area where the keys are maintained. Here, it is determined if their vehicle is blocked or not and, if not, they are given the keys to retrieve it and told where it is and are allowed to proceed directly to their vehicle following payment for their parking.

The following facilities currently provide either Valet Assisted or Full Valet Services. Each facility offers transient and monthly parking in addition to the Valet service and all lanes are mixed use.

16th & Hoff Garage  
Ellis-O’Farrell Garage  
Golden Gateway Garage  
Performing Arts Garage  
St. Mary’s Square Garage  
SF General Hospital Garage  
Union Square Garage

From a service and efficiency perspective the most significant factors of both Valet programs, is that payment has been made, vehicle location has been identified and, if blocked, by which vehicle. Please propose how the PARCS can handle the two different types of Valet parking programs and describe how they will work from a service and efficiency perspective. Please describe a typical transaction from arrival to exit.

Describe how the operator of the facility can backup information to a proven medium on demand, including, but not limited to, Flash Memory card, USB, CD and/or DVD.

Describe how the system installed in each garage could handle valet parking should SFMTA choose to add valet parking to a garage in the future.

6. Payment Credential Processing Software

Describe how the system would incorporate a Payment Credentials so they may be processed at individual facilities in addition to any electronic processing features the Credential offers. Ideally, the PARCS would be able to accept credit/debit cards, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts. In so doing, get an online authorization for each transaction.

Describe how you see that the system could accommodate the following:

- a. For online, real-time credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts; p what is the total elapsed read time from the swipe or tagging (for the Contact-less/proximity-type readers) of the transaction until the return of the ticket to the customer and/or opening of the gate?
- b. How will the PARCS be able to search a transaction, in the case of dispute, without violating any of the PCI/DSS compliancy standards?
- c. How will the PARCS produce a daily batch report of all Payment Credentials processed and compile a report on a per-facility basis, without violating any of the PCI/DSS requirements?
- d. How will the PARCS react and handle a network interruption between the any of the Payment Credential servers and the clearing house? Will the PARCS be able to “batch” transactions and process the batched transactions as soon as any one of the networks is reestablished? Explain for each piece of equipment and Payment Credential, how this will be handled.
- e. What happens when a customer utilizes a Payment Credential to enter a facility and then upon returning to the facility chooses to visit the Pay Station and attempts to make payment before returning to the vehicle and proceeding to the exit? Include reference to any electronic or audio messaging.
- f. What is the sequence of events a customer goes through when making an in-lane payment or utilizes a Payment Credential to enter and then exit the facility? Include reference to any electronic or audio messaging.
- g. Where credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts are used in the PARCS, how will bad cards, for each instance, be treated by the PARCS (e.g. at entry, at the Pay Station, within the monthly card module)?

- h. How will credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts be processed or used in the machinery? Inserted in a specified direction (e.g., only magnetic-stripe down and to the right)? Please provide a detailed explanation for each.
- i. What is the PARCS ability to block specific Payment Credentials (“blacklist”)? Can this be applied to all facilities through the Central Management Computer?
- j. Does the PARCS allow for retrying of failed Payment Credentials and how is it done?

Explain how transactions will be completed for credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts that will allow for the use of a Payment Credential to be used for ingress and egress without pulling a ticket or pay in lane.

#### 7. System Reports Software

Provide samples of system-generated reports and explain how they are used to reconcile activity throughout any given day.

Provide an explanation of how reports are accessed and any security features that protect them from being viewed.

Provide an explanation concerning the following:

- a. Can reports be printed?
- b. Can reports be saved to an external media (USB, CD, etc.)?
- c. Can reports be scheduled to run at specific times or time intervals?
- d. Can all reports be shared through open data exchange and be configured into a selected format and then be downloaded into a CSV format?
- e. Can the PARCS produce Crystal or comparable reports? Alternatively, can reports be customized and if so, is there an additional cost for doing so?
- f. Can the reports be used to model outcomes of modifications to the current rate structures?
- g. Can the reports generate information in a graphic display?
- h. Can system reports be scheduled to be emailed (e.g., every morning at 5 a.m.)?
- i. Does the PARCS offer a dashboard and can that dashboard be customized?

In the event that reports cannot be shared through an open data exchange utilizing a business-intelligent application such as Crystal or comparable reports, explain why it cannot and recommend the alternatives that the PARCS has to offer for customizing reports.

Describe how the PARCS can group reports throughout the 19 separate facilities and produce consolidated reports.

## **B. Hardware / Equipment**

Major components of the proposed System include but are not limited to, ticket dispensers (entry lanes), ticket accepters (exit lanes), control-gate barriers, vehicle-detection ground loops, pay-on-foot machines, customer-fee displays, intercoms, proximity-card readers, voice prompts to guide the customers, cashier terminals, computer interfaces, monitors, IP intercoms, CCTV, and printers in the respective parking offices. A Central Database Server and Central Monitoring Computer/server shall be installed at a location that has yet to be determined. All 19 facilities shall process transactions through an on-sight server at their respective locations locally and will need to be integrated with the PARCS CMS.

Pay Stations and stand-alone rate-display screens must update automatically when rates are updated.

Pay Station and cashier station printers must have detailed receipt-printing capability (to show multiple rate periods, charge for each rate period, taxes, discounts, etc.).

Proposers are asked to explain the printers utilized within their equipment and how they imprint information on tickets and or receipts (e.g. thermal design or printer ribbon).

### 1. Outdoor Equipment/Enclosure General Requirements

Outdoor components shall operate within the environmental conditions described below:

<b>Component</b>	<b>Condition</b>
Temperature	-13 degrees F to 113 degrees F
Relative Humidity	10 to 90 percent
Precipitation	Blowing rain, 3.5 inches per hour
Noise Exposure	130 dB
Shock and Vibration	Seismic Zone 3
Sand, Dust, and Contaminants	Intermittent industrial area exposures
Possible Hazards	Vandalism, power disturbances

Outdoor equipment housings shall be rain-tight (waterproof) and dust proof and designed in such a way to function under different and typical environmental conditions.

Equipment housing units will be thermostatically controlled to control internal operating temperatures for optimal performance.

Equipment must provide sufficient openings to allow easy access to all components and meet with all requirements of The National Electric Code (NEC).

Equipment housings are to be free of sharp edges, corners, or points capable of causing injury to maintenance personnel or public and have an organized internal wiring system with wiring harnesses and or proper terminal termination strips so as not to sustain damage when equipment is operating.

Where possible, equipment shall be designed not to allow for fasteners or hardware that could be loosened or removed, possibly compromising rain tightness, dust tightness, structural integrity, or cause damage to the equipment or the housing contents.

Equipment housings are to provide easily accessible threaded studs or a threaded pad to provide electrical grounding and shall be grounded to this point unless it is to be intentionally insulated.

All ferrous metal is to be protected from rust by galvanizing and/or rust-inhibiting primer and paint.

All equipment housings will be designed to allow for installation and mounting to concrete islands with sturdy flanges and supporting anchor bolts.

All equipment that is located adjacent to any laneway shall be protected by bollards in a way and format that:

- a. Protects “all” of the machinery enclosure from damage by a vehicle.
- b. Does not hinder the opening or servicing of the machinery itself.
- c. Does not impede or inconvenience customers from interaction with the machinery itself and where possible also acts to provide customers with the same protection as intended for the machinery itself.

Proposers will be asked in the subsequent RFP to provide and recommend the location of the protective bollards and also provide recommended installation specifications as per the following:

- a. Shall be constructed of no less than 3/8” tubular pipe.
- b. Shall be no smaller than 4” in diameter where they are protecting Pay Stations.
- c. Shall be no less than 6” in diameter where they are protecting gate, ticket dispenser or validator housings.

## 2. Indoor Equipment/Enclosure General Requirements

Supply all cabinets and other enclosures required to properly house and protect the control system equipment.

All cabinets, racks, panels, and other support structures shall be metal that has been thoroughly cleaned, finished, treated to resist rust, and properly primed and painted.

Provide floor-mounted cabinets.

Provide computer room cabinets with bottom cable entry, front and back panels, and removable side panels except where bolted side-by-side.

Design cabinets and enclosures in a manner that provide for air flow from bottom to top and that adequately ventilate the equipment.

All computer equipment cabinets shall have a single power distribution system within the enclosures which provides a single power termination point for the incoming power, including a ground cable.

Permit each cabinet bay to be powered down for maintenance without removal of power from the complete computer system (e.g., computer system “A” can be powered down for maintenance without affecting the performance of system “B”).

Identify any special provisions for air conditioning of the central processing units.

All equipment housings are to be equipped with a locking mechanism unique to the SFMTA.

All equipment that is located adjacent to any laneway shall be protected by bollards in a way and format that:

- a. Protects “all” of the machinery enclosure from damage by a vehicle.
- b. Does not hinder the opening or servicing of the machinery itself.
- c. Does not impede or inconvenience customers from interaction with the machinery itself and where possible also acts to provide customers with the same protection as intended for the machinery itself.

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- b. Shall be no smaller than 4” in diameter where they are protecting Pay Stations.
- c. Shall be no less than 6” in diameter where they are protecting gate, ticket dispenser or validator housings.

All Indoor and Outdoor equipment enclosures shall be equipped with a locking mechanism with the capability of being re-programmed/keyed to protect against tampering, and with an access/locking system unique to the SFMTA. Explain how this will be achieved.

Provide a list of all equipment enclosures that have thermostatically regulated heaters and fans.

### 3. High Resolution Camera and Intercom Control

The CMS will provide customer assistance and monitoring over vehicle ingress/egress to and from the facilities. Depending upon the facility, some locations will utilize more machinery and different access items for ingress/egress than do others.

The SFMTA requires that all machinery having customer interaction to be equipped with a high-quality IP intercom system that is furnished with auto dialup technology and automated self-testing and call rollover and forwarding. Describe the specifications of the intercom system used with your system.

The SFMTA requires that all ingress and egress lanes and Pay Stations or Central Cashier Stations and any equipment that customers directly interact with be monitored by a non-proprietary, high-resolution digital, IP-based color camera for customer assistance and internal revenue security protocol.

Provide specifications on all cameras and intercom systems to be utilized as part of the design. At a minimum, the video management system/software should allow:

- a. Monitoring of both analog and digital cameras
- b. Live and recorded videos to be viewed in a zoom-in or zoom-out format
- c. Export to DVD or AVI file
- d. Video or images to be e-mailed
- e. Frame-by-frame playback
- f. Toggle single-pane and multi-pane views
- g. Use of commercial off-the-shelf PCs and monitors
- h. Security integrity of captured video
- i. Viewing via internet
- j. Specify scalability
- k. Retention/storing of video for at least 30 days.

The PARCS should also be able to be monitored/viewed both locally (FMS) and remotely (CMS) as part of the PARCS network.

Describe how the PARCS will integrate and incorporate supplemental cameras, intercoms, and monitoring hardware and software as part of the PARCS itself? Provide past examples and references where a similar integration has been performed.

#### 4. Ingress and Egress Lanes

Describe the following ingress and egress lane configurations, functionality and specifications for the following:

- a. Loop configuration
- b. Access (AVI, Proximity and other NFC/RFID/Clipper readers)
- c. Barrier gates
- d. Ticket Dispensers
- e. Ticket Accepters
- f. Signaling equipment for lane control (open / closed)
- g. Electronically controlled directional signage
- h. Electronically controlled facility “Lot Full or Welcome” signage
- i. Credit/debit card readers

Comment on processing times to either dispense or process a ticket and open the gates, in the case of both the ticket dispensers and the validators

Describe the PARCS ability to provide both “pay-in-lane” and “in/out features” utilizing credit and or debit cards and whether or not either or both can be accepted. Provide processing times for each feature as appropriate.

Describe if the exit validator can accept and/or process validations. Describe those methods of acceptable validation formats (e.g. bar-code, magnetic-stripe, etc.). Similarly, detail whether the exit validator can recognize, accept and process a combination of both validations and or credit and or debit cards.

Describe how the PARCS prevents a processed ticket from being reused to manipulate transactions. Describe the information and reports used to monitor and track activity of the exit validator.

Describe what happens if the exit validator is nearing its fill capacity limit and what, if anything, the PARCS does to handle such an event or warn the user of the PARCS.

Describe any other features of the equipment/PARCS that help to greet and guide the customer through the process of obtaining a ticket from the dispenser.

Describe how lane monitoring and customer-assistance features will be incorporated into the design. Also detail any security features of the design and how they will assist the facility or CMS in accessing information recorded by the cameras. All Proximity card readers and AVI must be programmable for “Pass-back” and “Anti-pass-back” features.

Describe how the PARCS will handle and record an event whereby a vehicle should call for a ticket from the dispenser but then decide not to enter the facility but instead back out.

- a. Leaving the ticket within the throat of the dispenser
- b. Taking the ticket with them

Describe what features the PARCS offers that are available to discourage tailgating and the ability of the PARCS to maintain an accurate vehicle count of activity within the garage.

Explain how an operator can obtain from the PARCS, at any given point in time, a summary of in-lot activity that distinguishes between all of the different access users currently in the facility (i.e., monthly card holders, transient users, etc.).

Describe if the PARCS offers a dual-format of machine-readable tickets that would allow for a second format to be read by the PARCS (i.e., bar code and mag-stripe) should the primary format malfunction or be rendered unreadable for some reason.

Describe if the PARCS provides two ticket trays for the dispensing of tickets, with one acting as a backup to the other, should one run out of tickets, and whether the secondary tray would automatically then take over the dispensing of tickets. Does your PARCS provide an alarm for low ticket levels?



If connectivity is lost, describe what features the equipment has to function in an offline/standalone mode.

Describe how credit and or debit card transactions will be treated under these circumstances.

Describe the PARCS features that can be used to stop the issuance of “Transient tickets” when the garage is nearing capacity but will still allow monthly parkers ingress to the facility. Describe the customer interface under these conditions.

Describe any event log or alarm features of the equipment or PARCS.

Describe how the space availability counts and signaling will be configured to provide open data exchange to the *SFpark* data-storage facility, the CMS and Parking Guidance System, real-time count information to be used for directional signage. Simultaneously, also provide the same counts to facility signage where available.

5. Barrier Gates

Describe the features and specifications of the Barrier Gate, including the following:

- a. Size of the housing.
- b. All interior-control mechanisms and electronics; specify manufacturer and manufacturers’ model numbers.
- c. Switch-gear controls and from where they can be triggered to raise and or lower the barrier arm.
- d. Power specifications.
- e. Any differential counters, if included.
- f. Any special features attributable to opening and closing of the gate housing or accessing the interior of the housing unit.
- g. If movable parts are manufactured utilizing bearings versus bushings.
- h. If gates are belt, chain or direct drive assembly.
- i. Modular design of the gate and interior components and how or if they can be swapped out in the event of a malfunction. Comment where appropriate on the use of safety connectors and their configuration which prohibits improper circuit connection.

- j. The function and replacement of the gate arm itself and how it can be replaced in the event it becomes damaged, including how it is calibrated to stay level and true in a horizontal position.
- k. Recommend a list of spare parts that should be maintained on-hand for this machinery.

Describe ways in which the gate can be opened and how various events are logged and or identified within the PARCS. Also respond to the following:

- a. If, when closing, the gate meets an obstruction, does the gate have a failsafe mechanism that will reverse it to the open position? Does it then make another attempt at closing and, if so, under what conditions? How is this activity logged within the PARCS?
- b. What is involved in the replacement of a broken or damaged gate arm? Itemize the cost of a new gate arm itself and the attachment parts for replacing it. Provide a schedule of recommended gate arm lengths available for use with the available housings.
- c. During a power outage, how can the gates be raised, opened or removed to accommodate traffic flow?
- d. Describe how the machinery will handle power failure or crashes to the PARCS and what if any redundancy/backup procedure will be available to recover to the normal operation.
- e. Describe how the gate machinery records an up/down motion and sends that record to the garage system. Include maximum processing times.

6. Vehicle Detector/Loop Detector

All existing loops shall be replaced and new loops installed to the specifications of the successful contractor. Define the process your company will use to replace the loops and the specifications they must meet.

Vehicle detectors shall be completely enclosed, solid state, fully modular plug-in design.

The detectors shall be easily removable for servicing and sized to fit in the ticket-issuing machine, control-gate housing, or appropriate location.

Are the loops:

- a. Self-tuning to automatically maintain peak sensitivity regardless of weather or environmental conditions.
- b. Configured to variable frequencies so that adjacent loops do not interfere with each other (no cross-talk allowed).
- c. Readily replaceable power fuse.

- d. Lightning protection.
- e. Have basic tuning controls from the detector housing.
- f. 100% accurate whenever powered up and detect all the arming/disarming of each loop and adjust the facility count (difference count) whenever a good entry/exit sequence is detected at the lane.

Explain how the PARCS will resolve issues with motorcycles having gate arms closing prematurely within the entrance/exit lanes.

Describe how the garage vehicle detection and monitoring system will record the entry/exit of vehicles and the number of vehicles in the garage at any given time. The vehicle detection and monitoring system must be capable of disseminating a detailed garage occupancy report to the *SFpark* data warehouse, the CMS and the Parking Guidance System at least once every minute.

See the accompanying XML specifications Attachment G for the open data exchange requirements of sharing the vehicle detection and monitoring system.

7. Pay-on-Foot and Credit Card only Stations

Describe how the Pay Stations are to be integrated as part of the larger PARCS and how they can be monitored and controlled either simultaneously or separately by the FMS and the CMS.

Describe all of the features offered by the proposed Pay-on-Foot machines for accepting payments by either cash or credit and or debit card option only. Break the description into two categories and two sub-categories with the main categories being Customer Interaction and the other being Internal Workings and Controls of Pay Station. Under each provide subsections that describe what the machines are currently capable of and the second being what can be done to achieve those that have yet to be incorporated into the machines as follows:

*Customer Interaction*

- a. Does the PARCS offer a dual machine-readable ticket and will the machines read both formats?
- b. Can the machines be periodically and easily recalibrated for flat-fee acceptance to handle event driven activities whereby customers can pre-pay in advance of the event and the ticket will allow exiting following the end of the event?
- c. Can the machines handle any form of validations offered by the overall system and, if so, how is that achieved?

Provide an annotated picture of the Pay Station being proposed and describe the design and features the machine offers from the perspective of the customer interface, explaining how the design avoids customer confusion when utilizing its features.

Describe the language options the Pay Station offer and how that information is presented to the customer for selection (English [default], Spanish and Chinese).

Describe the display panel of the Pay Station and any additional features it may offer that would allow for alternative messaging.

Describe how the machine handles a customer canceling a transaction on the Pay Station:

- a. During a transaction in which the amount tendered, includes validations so long as the full payment of the parking fee has not been processed.
- b. During a transaction in which the parking fee payment is being made with a Payment Credential, but the charge has yet to settle. How is this reported on and logged?
- c. The machine has yet to receive sufficient funds to cover the actual parking charges due.

Explain how a customer will be accommodated by a Pay Station if they have lost their ticket.

Explain how a customer will be accommodated by a Pay Station if their ticket cannot be read (e.g. wet ticket or mangled ticket).

Describe any audible, visual and/or electronic messaging used by the equipment to assist customers.

Can Pay Station screens be configurable to show rates and other data as programmed from the CMS?

Can Pay Stations provide an automated rate calculator for provisional rate calculations?

Can Pay Stations accept payment in advance (in case the customer wishes to pay up front for speedier exit from the garage—similar to meter payment method)?

#### 8. Internal Workings and Controls of Pay Station

Describe the locking mechanism and access into the machines and any security features it provides.

Describe how the locking or key system of the machine will be unique to the SFMTA on a facility-by-facility basis, including what is involved in re-programming/keying or changing these features should the need arise.

Describe the internal workings of the machine including the vaults, dispensers and hoppers.

Explain how the machines are to be networked to both the FMS and the CMS.

Describe the Pay Station “Coin Accepters” detailing which coins are accepted and/or rejected by the PARCS, including any comments concerning any other coin types that are known to have been accepted by the acceptors. Explain if the units:

- a. Recycle coins for change.
- b. Hold/store minimum levels of coins and, if so, how many.
- c. Have a coin hopper and, if so, how it is reconciled and what is its margin of error or accuracy; how are overflow coins handled when and if a maximum capacity level is reached.

Describe the “Bill Accepters” detailing denominations accepted and configuration options for application:

- a. Detail the number of notes that can be maintained at any one time within the PARCS.
- b. Explain if the machine has a bill-to-bill (B2B) recycler and, if so, how it operates and is reconciled.
- c. Explain if the machine offers a note escrow feature should the machine be rendered incapable of issuing sufficient or correct change and, if so, how it operates.

Describe what would be required to have the Pay Station accept from a customer their monthly parking payment and update their account information and the card module.

Describe how the Pay Station will operate in the event of a power failure and what features it has, if any, to restore itself once power resumes.

Explain any redundancy/backup procedures that will allow the device to recover to the normal operation, in case of hardware/software crash.

Recommend a list of spare parts that should be maintained on hand for this machinery.

Provide a statement indicating that the machines are compliant with the most recent ADA and ADAAG, CAC requirements and that the machines meet with the compliance requirements of Article 22.

Proposers are also asked to provide cut sheets outlining the specifications of any retrofitted or supplemental equipment housings and hardware that could be used to incorporate the new and innovative features itemized within this RFQ. Where possible, provide architect renderings depicting the machinery that is involved.

## 9. Cashier Stations

Describe how cashier stations are configured to work with the overall PARCS including loops and the opening of gates.

Explain how or if the PARCS auto-reads the ticket and calculates the transaction independently of the cashier or person using it.

Does the machine have multiple cashiering drawers where more than one person is accessing and transacting with the customers? If so, how many separate drawers are provided and secured from one another?

Explain how machines will support multiple payment types, including the ability to process and/or combine the different payment types (cash, credit or debit card and validations).

Explain what information will be imprinted onto the ticket or the receipt when processing the transaction. Also, Include whether the receipt will be produced automatically, upon demand or both.

Explain how the cashiering station (Fee Computer) is programmed or configured to handle different transactions such as lost tickets, validations, unreadable tickets, manual tickets, insufficient-fund transactions, alternate-rate processing, and split payment transactions.

When processing a “Lost Ticket,” explain if the PARCS offers any features that would help identify and/or verify the time a vehicle entered or if it was part of the over-night inventory.

Explain the redundancy/backup procedure that will allow the device to recover to normal operation in case of power failure or a hardware/software crash.

Provide a list of spare parts that should be maintained on hand for this machinery.

If LPR overnight inventory counts are utilized, all garage systems, including cashier stations, should store the results and allow recall. In the event of lost ticket, cashier station should show overnight inventory counts so that cashier can check vehicle license plates to determine out how long the car has been in the garage.

## 10. Customer Fee Display

Describe the “Customer Fee Display” and its corresponding features.

Describe the installation of the Fee Display and its location in relationship to the rest of the equipment.

11. Central Monitoring Station (CMS) and Facility Management System (FMS)

The PARCS is intended to be deployed across 19 individual sites and, in time, could expand to additional sites. Each site is intended to have localized control on a site-by-site basis via the FMS with oversight and control also being available via the CMS. As a result, the overall scalability of the PARCS and the system features across all facilities becomes important. The CMS will be constructed at a location that has yet to be determined and will, under the direction of the SFMTA, serve as the centralized management support center to all facilities. Proposers are asked to recommend the square footage of the CMS center and provide recommendations on staffing levels for the facility based upon a 24-hour operation, 365 days a year. Proposers are also asked to provide any other recommendations that are deemed important to the establishment of the CMS.

Describe any Graphic User Interface (GUI) that will be designed and incorporated into the PARCS to make it more user-friendly. Proposers are then requested to recommend and specify the best possible way to network all 19 PARCS to the CMS for as close to possible real-time results and support of the facilities throughout the network. Explain if systems can be accessed remotely or only from either the FMS or CMS terminals. Provide diagrams showing this access.

Proposers are asked to explain the security features for both the localized FMS as well as the CMS detailing the maximum number of security levels and users that can be defined in each instance. Explain how users can log-on and log-off with password protection and have their access to data limited to only that of what the PARCS is configured to allow. Explain how this access is established and configured in the system and who would have access to change or redefine it.

Each facility could have different and variable rate tables throughout any given day of the week and/or any particular day of the week with fluctuating and demand-based pricing concepts. Describe how the PARCS can handle the varying rate tables and multiple configurations across all facilities and report on summarized transactional data using the XML feeds in Attachment G to feed data through to the SFpark centralized warehouse, the Central Monitoring Computer and the Parking Guidance System. A current Sampling of Rates as defined across all facilities is included as Attachment J.

Describe the following features for both the FMS and CMC:

- a. How many access card files can be maintained at the facility level and across the entire network including the CMS?
- b. Must be able to support time-of-day pricing at each facility, with different rate schemes at each facility. Describe how many separate rate schedules can it support at the facility level and across the entire network to the CMC?

- c. How many nested time zones can be established for access cards at the facility level and across the entire network to the CMC?
- d. Does the PARCS offer an Open Data Exchange and can it produce Crystal or comparable reports?
- e. Will data tables be a part of the nightly automatic back-up procedure to the CMC?
- f. Will the PARCS provide a data dictionary for datatables transaction headings or the equivalent?
- g. How will transactions, regardless of source, be assigned a non-resettable sequence number that identifies the sequential order and lane (station) in which the transaction occurred?

At a minimum, each facility is to have one designated FMS and that PARCS is to be hard-wired and interconnected by the successful vendor to all other PARCS equipment within the facility, allowing for standalone operating capability independent of the CMS.

Explain if the FMS will be able to accept payments and process transactions from customers when interacting with the garage manager from within the office (either transient or monthly).

Propose a disaster-recovery plan for both the FMS and CMS and explain how they will back up or recover information in the event of a power outage or if a drive should become corrupt or damaged in some way thereby protecting the integrity of the information.

Recommend spare parts or software that should be maintained on hand for this machinery.

Recommend annual maintenance procedures to keep the PARCS operating at optimum levels.

### **C. Power Failure and Spare Parts**

Describe how the hardware and software will handle power failure or system crashes. What, if any, redundancy/backup procedure will be available to recover to normal operations?

For all of the equipment, please provide a recommended list of spare parts that should be maintained on hand.

### **D. Construction**

Note that the City is not procuring construction services through this RFQ/RFP process. As required by the San Francisco Administrative Code, work that constitutes



"construction" must be procured under a separate process. However, the installation of the selected PARCS may require construction work at some or all parking facilities, which work may include but not limited to installation of conduit, electrical service and wiring, signal cable, concrete and mechanical systems. As part of Phase Two, the short-listed Proposers will be required to identify that work. As part of its scope of services, the selected Proposer will provide to the SFMTA the designs and specifications for the construction work required to install the PARCS and associated equipment. The SFMTA will through a separate competitive process or through its Job Order Contracting contractor procure and caused to be performed the required construction work. The selected Proposer will be required under its contract to oversee, inspect, test, accept that construction work and warrant the operation of the PARCS on that construction work.

**V. SYSTEM MAINTENANCE AND WARRANTY**

The selected Proposer must provide all routine maintenance and repair for the PARCS.

The selected Proposer will be required to warranty the PARCS for the first three years following the installation of the entire PARCS. During this time, the maintenance of the system and software including software upgrades are to be at the sole cost of the successful bidder. Thereafter, you will also be asked, in the cost Proposal stage, to provide an annualized cost of this plan for year four and year five.

At the SFMTA's sole discretion, it may elect at any time throughout the first five years, to have the Proposer provide a dedicated technician to service the PARCS and System. The cost of which will be reimbursable on a monthly basis. Each Proposer must acknowledge that it will meet with this requirement. (An opportunity to price this option will also be provided to the finalist Proposers.)

Proposers are asked in this RFQ stage of the process to provide a statement to acknowledge their acceptance of this requirement but are, again, **NOT** to submit costs for this category until they are invited to submit the cost proposal.

Explain if the software is proprietary to the equipment manufacturer and how frequently it is anticipated that upgrades will be provided to the SFMTA throughout the first five-year period following system installation. Detail if the upgrade is to be an additional expense for years four and five and if so, what is the estimated cost of those upgrades.

Detail and explain which features of the equipment are modular in design and can easily be replaced should they become inoperable. Proposers will be asked in the RFP to detail these pieces along with the corresponding unit-price, beginning in the first year (year four) following the designated warranty period.

Describe where equipment and/or hardware parts and software can be purchased and the time it will take to ship the item to the SFMTA, if required.

## **VI. INNOVATION AND SYSTEM ENHANCEMENTS**

### **A. System Enhancements**

Following the installation of the base PARCS, SFMTA intends to pursue a variety of integration and system enhancements to the System. As such, each proposer must provide the following supplemental information concerning the ability of its PARCS to integrate with or perform the following initiatives or system enhancements.

Explain if your organization or the PARCS manufacturer has or is capable of providing these system enhancements and how the work would be approached to achieve the following:

1. Integration of an external third party platform for accounts-receivable, (i.e. PARIS, CARS, etc.) to update customer information within the card manager module in as close to real time as possible.
2. Acceptance of on-line payment processing using credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts to, at a minimum, pay for monthly parking fees and automatically update the card manager module in as close to real time as possible.
3. Delivery of additional features that would allow for patrons to log on to a web site, create a personal account and acquire a specific type of available parking (e.g., daily or event parking) at any SFMTA facility; using a credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility, such as Bar codes, QR codes, or NFC and RFID accounts. Such features would also have to be supported by software and hardware enhancements at the facility level that allow for tracking the validity of the transactions and fraudulent duplication or use of the passes purchased on-line.
4. Payment of monthly parking to occur at a Pay Station utilizing credit/debit card, Clipper Card<sup>®</sup>, Smart Card and or a Payment Credential representing an entity authorized to make payments within the facility; such as Bar codes, QR codes, or NFC and RFID accounts. Simultaneously update the card module and any third party platform maintaining customer related data such as an accounts receivable system or database.
5. Integration of additional external CCTV to work harmoniously with the facility servers and the PARCS Central Monitoring Station (CMS) and certify that the camera system can be expanded upon by simply adding additional cameras to the system and not through future integration at an additional cost.
6. Offer discounted parking based on time of day/day of week and how many different rate parameters could be set for each facility in any given day.

7. Offer discounts/surcharges to monthly parker accounts if certain criteria are met (e.g., if monthly parker arrives before 8:00 a.m., \$2 discount).
8. Track specific numbers of monthly parkers and send alerts to garage operator if more than normal/expected are attempting to park at a given time.
9. Calculate parking charges by the minute or other small time intervals.
10. Calculate a rate in advance of paying it if a customer wants to know what they will pay at either the garage or on web/app.
11. Offer multiple discounts/layers of pricing in one charge (off-peak discounts, early bird, validations, and other discounts); rank discounts and apply highest-ranking discount over others; detect highest-value discount and apply only highest-value discount.
12. Broadcast existing rates and occupancy to publicly accessible parking reservation system.
13. Reserve particular spots in advance and provide notification to the operator that spaces in the garage must be reserved.
14. Establish parameters that allow discounts or non-recurring discounts based on predetermined criteria of occupancy and or time regardless of where and when the transaction occurs (at facility or on the website/app). Describe if this can be programmed from the CMS.

**B. Parking Guidance System (PGS)**

The SFMTA is currently developing a Parking Guidance System (PGS) project that will communicate to the parking public by means of strategically located Variable Messaging Sign(s) (VMS), how many parking spaces are available in a facility. It is also intended that each or possibly just some of the facilities will have a VMS at the ingress point displaying available spaces, garage full or garage closed status and/or some other form of customized message. The PGS server will be configured to control and display information on the VMS. The physical signage itself and the Parking Guidance System is independent of the PARCS RFQ process, other than the providing of XML feeds for the count information and being able to manipulate count totals. Proposers are therefore asked to propose the best way to achieve the goals as defined when providing the necessary XML feeds outlined in Attachment G, including how those counts can be marginally adjusted to address latency or respond to other time sensitive demand when required.

The PARCS will need to communicate with, at a minimum; three different servers via the XML feed formats detailed within Attachment G that will be finalized with the selected Proposer. Explain how the PARCS will communicate via these XML feeds to the CMC, SFpark and Parking Guidance System (PGS). These feeds must be independent of any human interaction or assistance. In each instance, define the frequency (i.e., every 60 seconds) of these repeating XML feeds for the following:

RFQ No. #SFMTA-2014-02	35 of 131	Issued: August 26, 2013
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1. Transmitting the number of occupied parking spaces out of the total parking spaces (capacity) in a given facility, broken down by category type (e.g., transient, monthly).
2. Transmitting daily rate information for each facility on any given day, by category type (e.g., Early Bird, Daily, Flat rate).
3. Transmitting daily revenue collections for each category type (e.g., Early Bird, Daily, Flat rate, Monthly).
4. Transmitting monthly revenue totals collected every month by facility, broken down by specific monthly rate category.
5. Transmitting transaction amounts by category and payment method used (credit/debit, cash, electronic payment credential and/or System validations, etc.).
6. Transmitting a daily transactional report in a table format showing entry, exit, and stay duration by parker type.

## **VII. PROJECT APPROACH**

### **A. Manufacturing and Installation**

Accompanying this RFQ as Attachment H is a schedule that reflects current equipment inventory by facility which can be used as a guide in estimating the scope of work. However, the current list does not include all the requested equipment and functionality. By example, the current operations do not include a CMS or CCTV tied back to PARCS.

Using Attachment H, and understanding the scope of this Project, Proposers are asked to provide an “**estimated**” timeline for the manufacturing and installation of the 19 PARCS and the CMS. In preparing this estimate, keep in mind that some of the work will need to be done during low-demand periods of time and some locations will not be allowed to be retrofitted during certain seasonal trends such as during the holidays in the Union Square or Sutter-Stockton facilities.

Describe if your plans to manufacture and install the PARCS in any given facility or integrate it with the newly proposed CMS and the *SFpark* or PGS system can allow for some flexibility and if so what sort of lead times would you require if the schedule needed to be altered.

### **B. Construction**

Note that the City is not procuring construction services through this RFQ/RFP process. As required by the San Francisco Administrative Code, work that constitutes "construction" must be procured under a separate process. However, the installation of the selected PARCS may require construction work at some or all parking facilities, which work may include but not limited to installation of conduit, electrical service and wiring, signal cable, concrete and mechanical systems. As part of Phase Two, the

RFQ No. #SFMTA-2014-02	36 of 131	Issued: August 26, 2013
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short-listed Proposers will be required to identify that work. As part of its scope of services, the selected Proposer will provide to the SFMTA the designs and specifications for the construction work required to install the PARCS and associated equipment. The SFMTA will through a separate competitive process or through its Job Order Contracting contractor procure and caused to be performed the required construction work. The selected Proposer will be required under its contract to oversee, inspect, test, accept that construction work and warrant the operation of the PARCS on that construction work.

### **C. Testing and Acceptance**

System testing (for each parking facility) shall be done in three phases:

1. Factory Acceptance Test (FAT).
2. Site Acceptance Test (SAT).
3. 30-Day Operation Demonstration Test (ODT).

The Proposer must submit a hard copy and an electronic copy of all test procedures to the SFMTA 30 days prior to commencement of any phase of the test. The SFMTA must approve the test documents before any test phase can start. The first phase of the testing plan shall consist of a FAT prior to shipment of all the System components. The second test phase shall consist of a site inspection and SAT immediately following complete installation and operation of the entire PARCS at respective garages. The third phase shall consist of an ODT no less than 30 days after a successful SAT.

The Proposer is responsible to correct any deficiencies or problems found during these tests at no cost to the SFMTA. The Proposer must correct all of the problems identified in each testing phase before the acceptance of the System. All acceptance testing reports shall be submitted to the SFMTA and shall be approved before acceptance of these Systems.

All the test reports generated during FAT, SAT and ODT, as a direct result of System tests, shall not influence the SFMTA Daily, Weekly, Monthly, and Yearly report and the System shall be able to separate the test reports from the actual operation/production reports. Please explain how this separation will be achieved (e.g. test garage id, numbers versus a complete separate test environment?)

Describe the methodology and scope of the three proposed testing segments, provide test procedures, and if you would recommend any additional testing to be completed.

### **D. System Training**

Explain the methodology and scope of the training that will be provided, including any reference materials that will be provided and used in the course of the training. Define typical timelines for the training proposed and the total hours of training proposed. Explain the different training sessions that will be provided based on staff roles (e.g., supervisors, auditing, management, cashier, etc.).

## VIII. SCHEDULE

### A. Pre-Proposal Conference

A pre-Proposal conference has been scheduled for:

**Monday, September 9, 2013 at 2:00 P.M.**  
**San Francisco Municipal Transportation Agency**  
**One South Van Ness, Union Square Conference Room – 7<sup>th</sup> Floor**  
**San Francisco, CA 94103-5417**

Questions related to this RFQ may be addressed at this conference and any available new information may be provided at that time. Representatives from the SFMTA's Contract Compliance Office will be available to answer questions regarding the City's Local Business Enterprise (LBE)/Nondiscrimination in Contracting Ordinance.

Any requests for information concerning this RFQ submitted before or after the pre-Proposal conference must be in writing, and any substantive replies will be issued as written addenda to all attendees of the Pre-Proposal Conference, and will be posted online at the City's website. Questions raised at the Pre-Proposal Conference may be answered orally. But if any substantive, new information is provided in response to questions raised at the Pre-Proposal Conference that information will also be memorialized in a written addendum to this RFQ and will be distributed to all attendees of the Pre-Proposal Conference, and posted on the City's website.

**Any questions related to this RFQ, during and after the Pre-Proposal conference, must be submitted in writing via e-mail to [Julian.Sutherland@sfmta.com](mailto:Julian.Sutherland@sfmta.com) by 4 p.m. (PT), Monday, September 23, 2013.**

### B. Schedule

The anticipated schedule for identifying the highest ranking Proposers is shown below:

<b>Schedule</b>	<b>Date</b>	<b>Time</b>
Date Issued	Monday, August 26, 2013	
Pre-Proposal Conference	Monday, September 9, 2013	2:00 p.m. (PT)
Deadline for written questions or Requests for Clarification	Monday, September 23, 2013	4:00 p.m. (PT)
Response to questions from prospective Proposers	Monday, September 30, 2013	4:00 p.m. (PT)
Proposals and required documents due	Monday, October 28, 2013	4:00 p.m. (PT)
Selection Committee, Evaluation of Proposals, Interviews	November – December 2013	
Issue RFP to highest ranking responsive firms	January 2014	
Commencement of Contract	April 2014	

**C. Time and Place for Submission of Response**

Responses must be received at the SFMTA office (see address below) **by 4 p.m. (PT), on Monday, October 28, 2013.** Responses may be delivered in person or mailed to:

**Julian Sutherland  
Contract Administrator  
San Francisco Municipal Transportation Agency  
One South Van Ness Ave, Sixth Floor  
San Francisco, CA 94103**

The outer envelope shall be marked:

**Sealed Response:**

**SFMTA PARCS RFQ Response (RFQ No. SFMTA-2014-02 [August 26, 2013])**

Proposers shall submit ten (10) copies of the Proposal along with an electronic (soft copy) copy on a CD or flash drive to the above location. Postmarks will not be considered in judging the timeliness of submissions. Responses that are submitted by fax will not be accepted. Late submissions will **NOT** be considered.

**IX. SUBMISSION REQUIREMENTS**

Before submitting a Proposal, a Proposer shall review this RFQ and specifications, and make all other inquiries, investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract.

Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the selected Proposer from its obligation to meet the specifications and requirements of the RFQ and the resulting Contract, and the City shall not have liability to pay any additional compensation to cover the costs of meeting said specifications and requirements.

**A. Format**

Please use three-hole recycled paper, print double-sided to the maximum extent practical, and submit it in a three-ring binder. Please do not bind your Proposal with a spiral binding, glued binding, or anything similar. Tabs or other separators must be utilized within the document.

The narrative should thoroughly address/describe in detail the specifications/requirements of the RFQ, the proposed PARCS Equipment, computer hardware, computer software, server, and all essential devices/components requested in the RFQ. Also include in this section all the other pieces of equipment that were not included in this RFQ but are essential for the operations.

RFQ No. #SFMTA-2014-02	39 of 131	Issued: August 26, 2013
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The Proposal must be clear, concise and complete and should not exceed more than 100 pages. All pages must be typed in a Times New Roman 12-point font size or as otherwise noted in this RFQ. In addition, text must be unjustified (i.e., ragged-right margin) and pages must have margins of at least one inch on all sides (excluding headers and footers).

Attachments, photos and other reference materials may be included in the Response; however, reference materials not requested by this RFQ will not be used by the Selection Committee in evaluating the Proposer's qualifications.

Proposers must also submit an electronic version of the Proposal (PDF format) along with the ten copies of the Proposal.

## **B. Proposal Must Also Include**

Proposer interested in responding to this RFQ must submit in a separate envelope marked "Qualifications Questionnaire" the completed and signed Attachment F "Qualifications Questionnaire,"; additionally, the following information and documents shall be provided in the order specified below. Failure to do so may deem your Proposal non-responsive. Tabs must be used to separate each subsection, below:

### 1. Table of Contents

The table of contents must outline in sequential order the major areas of the Proposer's response. All pages must be consecutively numbered and correspond to the table of contents.

### 2. Letter of Introduction and Executive Summary

Proposals must include a Letter of Introduction describing the Proposer, how long it has been in business, its ownership structure, the name(s) of owner(s), and its ability to provide the services and equipment as outlined in the RFQ. The summary must be signed by and contain the name, address and phone number of person(s) authorized by the Proposer to communicate, obligate and perform the commitments of the Proposer to the SFMTA in connection with this RFQ. Submission of the signed letter will constitute a representation by the Proposer that the Proposer is willing, able and authorized to perform the commitments contained in its Proposal.

### 3. System Features and Functionality

Proposals shall address the features and functionality of the equipment and systems. Proposals shall provide answers and the requested information in each of the sub-categories (e.g., software, hardware/equipment, etc.) of Section IV: SYSTEM FEATURES in the order presented within the section.



4. System Maintenance and Warranty

Proposals shall address the recommended maintenance and warranty plan for the first three years and then annually thereafter as addressed in Section V: SYSTEM MAINTENANCE AND WARRANTY.

5. Innovations and System Enhancements

Proposals shall address Section VI: INNOVATIONS AND SYSTEM ENHANCEMENTS.

6. Project Approach

Proposals shall address Section VII: PROJECT APPROACH in the order presented within the section.

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

**X. EVALUATION CRITERIA**

All Proposals deemed responsive to this solicitation will be evaluated by a selection panel comprising individuals from the SFMTA, City and County of San Francisco departments and external parking industry representatives.

The Panel will review and score all responsive Proposals based on the criteria identified below:

<b>CRITERIA</b>	<b>POINTS</b>
A. Qualifications and Experience with Similar Projects	25
B. System Features and Functionality	120
C. Maintenance and Warranty	25
D. Project Approach	25
E. Overall Organization and Clarity of Proposal	10
F. Oral Presentation/Interview	45
<b>TOTAL POINTS</b>	<b>250</b>

**A. Qualification and Experience with Similar projects (Up to 25 points)**

The Proposal must explain the qualifications of the firm and key personnel, and must demonstrate that the Proposer has the ability and resources to provide technical support to the SFMTA on a 24/7 basis. The Proposer must provide the contact information of at least five clients (preferably other public agencies), where the Proposer has actively worked on a Project, as a prime contractor, in the last five years. All references must include projects that were fully completed in the United States within the last five years that are similar in size and scope to this Project. At least two of the references must include projects involving three or more parking facilities networked together to a centralized command/monitoring center and/or location.

**B. System Features and Functionality (Up to 120 Points)**

Proposals will be rated for the features and functionality of the equipment and systems, and how well the PARCS meets the needs of the SFMTA, its parking operators, parking patrons and merchants. Use of green and sustainable alternatives and the ability to work with SFMTA to integrate and enhance the base system with innovative features will be rated favorably.

**C. Maintenance and Warranty (Up to 25 Points)**

Proposals will be rated on their recommended maintenance and warranty plan for the first three years and then annually thereafter. Routine maintenance is to be performed by the successful vendor throughout the warranty period. Proposers will also be evaluated on their equipment design and company policies regarding software upgrades. In addition, the Proposer’s ability to maintain readily available inventory and access additional parts in a timely manner will be rated favorably.

**D. Project Approach (Up to 25 Points)**

Proposals will be rated on their manufacturing and installation timeline, their proposed plan for testing the PARCS throughout various stages, and the training programs they recommend and commit to.

**E. Overall Organization and Clarity of Proposal (Up to 10 points)**

Each will be evaluated on the Proposer’s understanding of the scope of the work, and the clarity and completeness of the Statement of Qualifications.

**F. Oral Presentation/Interviews (Up to 45 Points)**

Proposers will be scored on their presentation and responses to the questions posed to them during the interview.

**G. Selection of Highest Ranking Proposers**

In Phase Two, the top three ranked proposers will be issued a more detailed Request for Proposals in which the SFMTA will set out with greater specificity required features and functions of the PARCS the SFMTA wishes to purchase. (If other proposers’ scores are within 25 points of the first ranked proposer, those proposers will also be invited to submit a proposal.) Those top scoring proposers will be invited to submit a detailed proposal and price bid, which will be scored based on features, functions, value and cost of the proposers' PARCS. If the SFMTA is not satisfied with the proposals, it may solicit revised proposals from those proposers.

The SFMTA reserves the right to reject any Statement of Qualifications that does not meet the Minimum Qualifications, or is not deemed responsive. The SFMTA reserves the right to reject a Proposal from any Proposer the SFMTA determines is not

responsible. The SFMTA reserves the right to refuse and reject any and all Statement of Qualifications.

This RFQ is a solicitation for Statement of Qualifications regarding the technical ability of the systems being offered; it is not an offer of a contract.

## **XI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Errors and Omissions in RFQ**

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the SFMTA promptly after discovery, but in any event no later than the RFQ scheduled date for written questions and Request for Clarifications (Section VIII b). Modifications and clarifications will be made by addenda as provided below.

### **B. Inquiries Regarding RFQ**

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

**Julian Sutherland**  
**Contract Administrator**  
**San Francisco Municipal Transportation Agency**  
**One South Van Ness Ave, Sixth Floor**  
**San Francisco, CA 94103**  
**E-Mail: [Julian.Sutherland@sfmta.com](mailto:Julian.Sutherland@sfmta.com)**

### **C. Objections to RFQ Terms**

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

### **D. Revision of Proposals**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposal. The Proposer must submit the revised Proposal in the same manner as the original. A revised Response 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.

<b>RFQ No. #SFMTA-2014-02</b>	43 of 131	Issued: August 26, 2013
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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.

#### **E. Errors and Omissions in Proposal**

Failure by the SFMTA to object to an error, omission, or deviation in the Proposal will in no way effect a waiver or otherwise modify the RFQ/RFP or excuse the Proposer from full compliance with the specifications of the RFQ/RFP or any contract awarded pursuant to the RFP.

#### **F. Financial Responsibility**

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

#### **G. Proposer's Obligations under the Campaign Reform Ordinance**

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (1) a Proposer 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 Proposer to

propose that the Proposer 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.

## **H. Communications Prior to Contract Award**

It is the policy of the SFMTA that only SFMTA staff identified in the RFQ as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the selection process or the award of the contract. This prohibition extends from the date the RFQ is issued until the date when the 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 RFQ are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFQ for the purpose of influencing the selection process or the award of the contract from the date the RFQ 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 RFQ.

All firms and subcontractor(s) responding to this RFQ 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 RFQ.

Except as expressly authorized in the RFQ, 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 RFQ 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 RFQ or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFQ 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 RFQ is issued to the date when the contract award is approved by the SFMTA Board of Directors of and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime Proposers 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 RFQ will be required to be submitted, signed by all firms and named subcontractor(s) as part of the response to this RFQ. 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.

#### **I. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), Proposers' bids, responses to RFQs 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.

#### **J. 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

RFQ No. #SFMTA-2014-02	46 of 131	Issued: August 26, 2013
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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.

#### **K. Reservations of Rights by the City**

The issuance of this RFQ 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 Qualifications or Proposals;
4. Modify all or any portion of the selection procedures, prior to submission deadline for Proposals, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

#### **L. No Waiver**

No waiver by the City of any provision of this RFQ 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 RFQ/RFP.

#### **M. Local Business Enterprise (LBE) Goals and Outreach**

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

The RFQ process does not have an LBE participation goal. The Contract Compliance Office may establish a Local Business Enterprise (LBE) subconsultant participation goal which will be applicable to the RFP process.

RFQ No. #SFMTA-2014-02	47 of 131	Issued: August 26, 2013
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## 2. LBE Participation

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, a 2% rating bonus will apply to any proposal submitted by an SBA-LBE. Certification applications may be obtained by calling CMD at (415) 581-2319. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

CMD Forms to be submitted with RFQ: CMD Form 2A

All Proposals submitted during the RFP phase must include the following Contract Monitoring Division (CMD) Forms contained in the CMD

Attachment 2:

- a. Contract Participation Form
- b. CMD “Good Faith Outreach” Requirements Form
- c. CMD Non-Discrimination Affidavit
- d. CMD Joint Venture Form (if applicable), and
- e. CMD Employment Form. If these forms are not returned with the Proposal, the Proposal may be determined to be non-responsive and may be rejected. **These forms are included in this RFQ for reference purposes.**

Please submit only two copies of the above forms with your Proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.

If you have any questions concerning the CMD Forms, you may contact Kimberly Stampfer at the SFMTA Contract Compliance Office, One South Van Ness Avenue., 6th Floor, San Francisco, CA 94103; phone: 415-701-4428 or e-mail: [kimberly.stampfer@sfmta.com](mailto:kimberly.stampfer@sfmta.com)

## **N. City PARCS and Parking Tax Requirements**

Each Proposer must read and verify that its PARCS and related equipment is complies with the San Francisco Parking Tax Regulation No 2006-1 and Parking Station Signage requirements as set out in – San Francisco Business and Tax Regulations Code, Article 22. Said requirements are attached to this RFQ, under Parking Tax Regulation, and can also be downloaded from the Internet from the San Francisco Business and Tax Regulations Code:

[http://www.amlegal.com/nxt/gateway.dll/California/business/article22parkingstationsrevenucontrol?qf=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll/California/business/article22parkingstationsrevenucontrol?qf=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca)

## **O. Standard Contract Provisions**

The selected Proposer during the RFQ process will be offered the opportunity to enter into a contract substantially in the form of the Model Agreement attached to the subsequent RFQ. 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 and offer the contract to another firm.

RFQ No. #SFMTA-2014-02	48 of 131	Issued: August 26, 2013
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Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination (§18.11 in the Model Agreement) the Minimum Compensation Ordinance (§7.8 in the Model Agreement); the Health Care Accountability Ordinance (§7.9 in the Model Agreement); the First Source Hiring Program (§7.10 in the Model Agreement); and applicable conflict of interest laws (§18.9 and 18.15 in the Model Agreement), as set forth in paragraphs P, Q, R, and S below.

**P. 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 CMD's website at <http://sfgsa.org/index.aspx?page=6058>.

**Q. Minimum Compensation Ordinance (MCO)**

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

For the amount of hourly gross compensation currently required under the MCO, see <http://sfgsa.org/index.aspx?page=403>. 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 <http://sfgsa.org/index.aspx?page=403>.

**R. Health Care Accountability Ordinance (HCAO)**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgsa.org/index.aspx?page=407>.

## **S. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions**

### **1. General**

As a condition of contract award, consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

### **2. Nondiscrimination Provisions**

- a. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- b. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

### **3. Non-Compliance with Chapter 12B Prior to Contract Award**

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. Prior to the award of this contract, the SFMTA has the authority to review the consultants and sub consultants prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA shall attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the SFMTA shall submit to the consultant or subconsultant a written Finding of Non-compliance.

2. The SFMTA shall give the consultant or subconsultant an opportunity to appeal the Finding.
  3. The SFMTA may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the SFMTA.
4. Complaints of Discrimination after Contract Award
- a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.
  - b. A finding of discrimination may result in imposition of appropriate sanctions, including:
    - 1) There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
    - 2) The contract may be canceled, terminated or suspended in part by the SFMTA.
    - 3) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.
5. Trainees – First Source Hiring Program
- a. Trainee Requirements: Consultants are required to comply with the City's First Source Program, Administrative Code Section 83, which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the SFMTA requires consultants to hire a minimum number of professional service trainees in the area of the consultant's expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Project Fees	Number of Trainees To Be Hired
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in consultant fees, add one additional trainee)	

- b. The trainee must be hired by the prime consultant or by any subconsultant on the project team.
- c. No trainee may be counted towards meeting more than one contract goal.
- d. A trainee must meet qualifications for enrollment established under the City's First Source Hiring Program as follows:
  - 1) "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
  - 2) "Economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated "economically disadvantaged" for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.
- e. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
- f. A summary of a job description and training for the trainee with the rate of pay should be submitted for approval by the SFMTA Contract Compliance Office.
- g. The trainee's commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee's skill development.

**T. Conflicts of Interest**

The successful Proposer will be required to agree to comply with and be bound by the applicable provisions of state and local laws related to conflicts of interests, including Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

## **XII. PROTEST PROCEDURES**

### **A. Protest of Non-Responsiveness Determination**

Within five working days of the SFMTA's issuance of a notice of non-responsiveness (non-qualification), any firm that has submitted a Proposal, and believes that the SFMTA has incorrectly determined that its Proposal is non-responsive, and/or Proposer is non-qualified, may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsiveness (non-qualification).

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 RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

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

### **B. Protest of Highest Proposers**

Within five working days of the City's issuance of a notice of the highest ranked Proposers and intent to issue the RFP to those selected Proposers, any firm that has submitted a responsive Statement of Qualifications and believes that the City has incorrectly excluded it from said group 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 RFQ 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 protest period. The SFMTA will cease contract negotiation only if it receives a notification of decision that is in favor of the protestor.

### **C. Delivery of Protests**

All protests must be received by the SFMTA on or before 5:00 PM of the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the

deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the SFMTA received the protest. Verbal protests or notice of protests (e.g., by telephone or in person) will not be considered.

Protests must be received via email to **Julian.Sutherland@sfmta.com** or via postal mail to:

**Julian Sutherland  
Contract Administrator  
San Francisco Municipal Transportation Agency  
One South Van Ness Ave, Sixth Floor  
San Francisco, CA 94103**



**ATTACHMENT A**

**City & County of San Francisco**  
CONTRACT MONITORING DIVISION



**CMD ATTACHMENT 2**

*(For Accessible CMD forms, please visit: <http://sfgsa.org/index.aspx?page=6058>)*  
**Requirements for Architecture, Engineering, & Professional Services  
Contracts**  
**For Contracts \$50,000 and over**

**PART I. GENERAL**

**1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B**

- A. To be eligible for this contract award, prime Proposers must agree to comply with the Local Business Enterprise (“LBE”) requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division (“CMD”).
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for CMD certified Small – or Micro LBE's. Subject to certain limitations and exceptions, CMD SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

*For assistance with CMD Attachment 2, please contact the following number(s):*

*CMD Main Office (415) 581-2310 or LBE Certification Unit (415) 581-2319*

*For compliance and assistance with the Equal Benefits Program, please contact the CMD Main Office.*

RFQ No. #SFMTA-2014-02	(02/11/13) 55 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

**1.02 SUBMISSION OF CMD FORMS**

- A. **Unless otherwise authorized** by CMD, the Proposer must submit the following CMD forms in a separate sealed envelope marked "CMD Forms" with the Proposal. Failure to complete or submit any of the CMD Forms may cause the Proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each CMD form.

1. **Form 2A: CMD Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants that the Proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.
2. **Form 2B: CMD "Good Faith Outreach" Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a Proposer does not demonstrate in its Proposal that Proposer exceeds the established LBE subcontracting participation goal by at least 35%, such Proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting goal. Such Proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its Proposal. Failure to meet the LBE subconsulting participation goal and demonstrate/document adequate good faith efforts shall cause the Proposal to be determined non-responsive and rejected.

If a Proposer demonstrates in its Proposal that it exceeds the established LBE subconsulting participation goal by 35% or more, such Proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such Proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
  - 1) Meets the 10% LBE subconsulting goal;
  - AND**
  - 2) Has total LBE participation that equals or exceeds 13.5% of the total Proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

LBE subconsulting goal set for project	10.0%
35% of the 10% LBE subconsulting goal	3.5%
<b>Total LBE participation must equal or exceed:</b>	<b>13.5%</b>

3. **Form 3: CMD Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: CMD Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.





**ATTACHMENT A (cont.)**

**B. CMD Contract Performance Forms**

Proposers are responsible for reviewing the instructions and requirements on each form. The following CMD forms are submitted with progress and final payment requests.

1. **Form 7: CMD Progress Payment Form:** Submit to Contract Awarding Authority and to CMD for each payment request. *Note:* Page 2; column “A” of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: CMD Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and CMD following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there were no payments to subconsultants associated with the progress payment.
3. **Form 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE Joint Venture partner and LBE subconsultant (including lower-tier LBEs).
4. **Form 10: CMD Contract Modification Form:** This form shall be completed by the Consultant when any (all) amendments, modifications, or supplemental change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

Failure to submit any CMD contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

**1.03 “GOOD FAITH OUTREACH” REQUIREMENTS**

All Proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a Proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for Proposers that demonstrate in their Proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, Proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the CMD Director finds that the Proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A Proposer must contact an LBE before listing that LBE as a subconsultant in the Proposal. A Proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

**1.04 NON COMPLIANCE AND SANCTIONS**

**A. Non-Compliance with Chapter 14B**

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
  - a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or

RFQ No. #SFMTA-2014-02	(02/11/13) 57 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.

- b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
  - c. The Director’s finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
    - i) reject all Proposals;
    - ii) declare a Proposal non-responsive;
    - iii) suspend a contract;
    - iv) withhold funds;
    - v) assess penalties;
    - vi) debarment;
    - vii) deny CMD certification;
    - viii) revoke CMD certification; or
    - ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant’s net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
  2. The Director's determination of non-compliance is subject to appeal pursuant to CMD Rules and Regulations.
  3. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
  4. The CMD Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

**B. Procedure for the collection of penalties is as follows:**

1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the Proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the Proposer or consultant shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

**PART II. RATING BONUS**

**2.01 APPLICATION**

- A. Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is CMD certified in the type of work

RFQ No. #SFMTA-2014-02	(02/11/13) 58 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

that is called out by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A Proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an CMD denial or revocation at the date and time the Proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.

- B. Application of the Rating bonus:** The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, Proposals, and interviews:
- 1. Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To 400,000.**  
 A 10% rating bonus will apply to any Proposal submitted by a CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
  - 2. Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% rating bonus will apply to any Proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(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 stage if it would adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.
  - 3. Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% rating bonus will apply to any Proposal submitted by an SBA-LBE.
  - 4. The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:**
    - a. 10% for each JV among Small and/or Micro LBE prime Proposers.
    - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime Proposers.
    - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime Proposers.
    - d. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
  - 5. A 10% rating bonus for CMD LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.**
- C.** The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

**2.02 JOINT VENTURE/PRIME ASSOCIATION**

- A.** Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be CMD LBE certified in that area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.

RFQ No. #SFMTA-2014-02	(02/11/13) 59 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

1. The Small and/or Micro-LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
  2. Each member of the joint venture must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”
  3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner’s employees by the Small and/or Micro-LBE JV partner.
  4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
  5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.
  6. A JV must submit an executed JV agreement and management plan detailing each JV partner’s responsibilities and tasks.
  7. A JV must obtain a Federal ID number for that entity.
  8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.
- C. The Proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

**EXAMPLE:**

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

Step 2. Calculate Small and/or Micro-LBE JV partner work:

	A	B	C
Description of JV Partners’ Scopes of Work	JV Partners’ Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
<b>TOTAL JV Partner %</b>	<b>60%</b>	<b>32.5%</b>	<b>27.5%</b>



**ATTACHMENT A (cont.)**

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The Small and/or Micro-LBE JV partner’s participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

**PART III SUBCONSULTANT PARTICIPATION**  
**3.01 SUBCONSULTANT PARTICIPATION GOAL**

**NOTE: FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.**

- A. All Proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the Proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with CMD certified Small and Micro-LBES.

For a directory of certified LBES, please go to:

<http://www.sfgsa.org/index.aspx?page=5368> Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the CMD Director finds that the Proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the Proposal.

The Proposer must contact LBE subconsultants prior to listing them. LBES must be certified with CMD on the Proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the Proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive Proposal.

Additionally, subconsultants may be listed by more than one Proposer.

- C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an CMD denial or revocation at the date and time the Proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.
- D. CMD may require the successful Proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.
- E. Determination and calculation of LBE subconsultant participation:

<b>RFQ No. #SFMTA-2014-02</b>	(02/11/13) 61 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

1. The Small and/or Micro LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

**EXAMPLE:**

If the total subcontract amount = \$ 1,000,000 of which \$510,000 is the Small and/or Micro-LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE subconsultant participation goal.

3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

**EXAMPLE:**

If the total subcontract amount = \$1,000,000, of which \$200,000 is the lower-tier Small and/or Micro-LBE subconsultant's portion, then \$200,000 is credited toward the LBE subconsultant participation goal.

4. If a Proposer owns or controls more than one business that is CMD certified as an Small and/or Micro-LBE, the Proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by Proposer's spouse or domestic partner shall be deemed to be owned by the Proposer.
5. It is the responsibility of the Proposer to verify the subconsultant's LBE certification status.
6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on CMD Form 2A.
  - i. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.
8. A Small and/or Micro-LBE Prime Proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime Proposer may not count its participation towards meeting the LBE subconsultant participation goal.
9. A Small and/or Micro-LBE Prime Proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

**F. Substitution, removal, or contract modification of LBE:**

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Additionally, no new subconsultants shall be added without prior CMD approval.

RFQ No. #SFMTA-2014-02	(02/11/13) 62 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

**PART IV NON-DISCRIMINATION REQUIREMENTS**

**4.01 GENERAL**

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

**4.02 NONDISCRIMINATION PROVISIONS**

A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

**C. Non-Compliance with Chapter 12B Prior to Contract Award**

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the CMD has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the CMD determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the CMD shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

- 4. If the non-compliance cannot be resolved, the CMD shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
- 5. The CMD shall give the consultant or subconsultant an opportunity to appeal the Finding.
- 3. The CMD may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

**D. Complaints of Discrimination after Contract Award**

- 1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the CMD Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
- 2. A finding of discrimination may result in imposition of appropriate sanctions, including:
  - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

RFQ No. #SFMTA-2014-02	(02/11/13) 63 of 131	Issued: August 26, 2013
------------------------	-------------------------	-------------------------



**ATTACHMENT A (cont.)**

- b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
- c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

<b>RFQ No. #SFMTA-2014-02</b>	(02/11/13) 64 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

**Section 1:** This form must be submitted with the Proposal or the Proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime Proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime Proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

<b>Contract:</b>		<b>RATING BONUS</b>	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
<b>Firm:</b>		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
<b>Contact Person:</b>		<input type="checkbox"/> No Rating Bonus Requested	
<b>Address:</b>		LBE Goal      %	
<b>City/ZIP</b>			
<b>Phone</b>			

**\*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)**

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICA TE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
<b>Total % of Work: 100%</b>				<b>Total LBE Subconsulting%</b>		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

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

**Print Name and Title:** \_\_\_\_\_

\*\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website <http://sfgov.org/cmd> for each firm's status.



**ATTACHMENT A** (cont.)

**Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information**

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



**ATTACHMENT A** (cont.)

**FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM**

This "Good Faith Outreach" form, along with the required supporting documentation must be completed and submitted per the instructions in this form EVEN IF the LBE subconsulting participation goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). *Proposers* may obtain a list of certified LBEs from the CMD website: <http://www.sfgsa.org/index.aspx?page=5368/>

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a Proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the Proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime Proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in CMD Attachment 2, Section 1.02A.2.

Does your Proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)?  YES\*  NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

\* Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that Proposer did not exceed the LBE subconsultant participation goal by at least 35% and Proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its Proposal as required by Section B, items 2 and 4, below, then Proposer's Proposal shall be declared non-responsive and **AND INELIGIBLE FOR CONTRACT AWARD.**

**NOTE: "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.**

SECTION B

All Proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

***A Proposer must achieve at least 80 points, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A Proposer who fails to achieve at least 80 points will be declared non-responsive, and the Proposal will be rejected. Please check yes or no for each item listed below.***

1. Did your firm attend the pre-Proposal meeting scheduled by the City to inform all Proposers of the LBE program requirements for this project? If the City does not hold a pre-Proposal meeting, all Proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the Proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website ( <a href="http://mission.sfgov.org/OCABidPublication/">http://mission.sfgov.org/OCABidPublication/</a> )? If so, <b><u>please enclose a copy of the advertisement.</u></b>  <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the Proposal due date, no advertisement is required, and all Proposers will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



**ATTACHMENT A** (cont.)

<p>3. Did your firm identify and select work types (as categorized in CMD's LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the Proposal? If so, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u></b> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A Proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the Proposal, will receive up to 45 points. If a Proposer does not comply with paragraphs a. &amp; b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a Proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a Proposer should notify at least 25 firms within such identified work type.</p> <p>If a Proposer does not contact any LBE firms, the Proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the Proposal due date, the allocation of points above still applies, except that the Proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the Proposal.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u></b> If applicable, your follow-up contact with interested LBEs should provide information on the City's bonding and financial assistance programs. For each interested LBE firm that the Proposer does not follow-up with, a point will be deducted.</p> <p>A Proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>**Interested LBE** shall mean an LBE firm that expresses interest in being a subconsultant to the Proposer.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. A Proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written Proposals submitted, including those from non-LBEs;</p> <p>(2) If oral Proposals were received, a list of all such Proposals, including those from non-LBEs. The work type and dollar amounts for each such Proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		



**ATTACHMENT A** (cont.)

**SECTION C**

If a Small or Micro-LBE prime Proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime Proposer must indicate the total value of Contract Work that Proposer will perform with its own forces in the space below:

                  % of work

**SECTION D**

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**Contract Name:** \_\_\_\_\_

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

**Signature of Owner/Authorized Representative:** \_\_\_\_\_

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

**Name of Firm (Print):** \_\_\_\_\_

**Title and Position:** \_\_\_\_\_

**Address, City, ZIP:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

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



**ATTACHMENT A** (cont.)

**FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

**Signature of Owner/Authorized Representative:** \_\_\_\_\_

**Owner/Authorized Representative (Print)** \_\_\_\_\_

**Name of Firm (Print)** \_\_\_\_\_

**Title and Position** \_\_\_\_\_

**Address, City, ZIP** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

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



**ATTACHMENT A** (cont.)

**FORM 4: CMD JOINT VENTURE FORM**

This form must be submitted ONLY if the Proposer is requesting a Joint Venture partnership with an Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the Proposal. All work must be accounted for including subconsulting work.

**SECTION 1: GENERAL INFORMATION**

1. Name of Contract or Project:

---

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- b. Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of Proposal.

Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their Proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%

RFQ No. #SFMTA-2014-02	(02/11/13) 71 of 131	Issued: August 26, 2013
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**ATTACHMENT A** (cont.)

Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
<b>TOTAL JV %</b>	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %	÷	Total JV %	=	%
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*JOINT VENTURE PARTNERS MUST SIGN THIS FORM*

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)
Name and Title (Print)	Name and Title (Print)
Firm Name	Firm Name
Telephone                      Date	Telephone                      Date





**ATTACHMENT A** (cont.)

**FORM 5: CMD EMPLOYMENT FORM**

This form is to be submitted with the Proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime Proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the Proposal.

<i>NAME OF FIRM</i>	<b>NAME OF EMPLOYEE</b>	<b>PROJECT ROLE</b>	<b>RACE</b>	<b>SEX</b>

Sign below including each joint venture partner.

\_\_\_\_\_

**Owner/Authorized Representative (Signature)**

\_\_\_\_\_

**Name and Title (Print)**

\_\_\_\_\_

**Firm Name**

\_\_\_\_\_

**Telephone**                      **Date**

\_\_\_\_\_

**Owner/Authorized Representative (Signature)**

\_\_\_\_\_

**Name and Title (Print)**

\_\_\_\_\_

**Firm Name**

\_\_\_\_\_

**Telephone**                      **Date**



**ATTACHMENT A (cont.)**

**FORM 7: CMD PROGRESS PAYMENT FORM**

To be completed by Consultant and submitted to the Contract Awarding Authority and CMD with its monthly progress payment application (transmit to the following):

**TRANSMITTAL**

TO: Project Manager/Designee  
Firm: \_\_\_\_\_

COPY TO: CMD Contract Compliance Officer  
Date: \_\_\_\_\_

**SECTION 1. Fill in all the blanks**

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_ Progress Payment No: \_\_\_\_\_

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

- |   |    |       |
|---|----|-------|
| 1. Original Contract Award Amount:  | \$ | _____ |
| 2. Amount of Amendments and Modifications to Date:                                  | \$ | _____ |
| 3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2): | \$ | _____ |
| 4. Sub-total Amount Invoiced this submittal period: Professional Fees               | \$ | _____ |
| 5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses           | \$ | _____ |
| 6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):                   | \$ | _____ |
| 7. All Previous Gross Amounts Invoiced:   | \$ | _____ |
| 8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):     | \$ | _____ |
| 9. Percent Completed (Line 8 ÷ Line 3):   | %  | _____ |

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

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Telephone                      Fax

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Telephone                      Fax

\_\_\_\_\_  
Date



**ATTACHMENT A (cont.)**

**SECTION 2.** For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2<sup>nd</sup> and 3<sup>rd</sup> tier subconsultants. Make copies if more space is needed. Attach copies of all invoices from primes/subconsultants supporting the information tabulated for this progress payment.

- Notes:* 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and  
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract:                      %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
							%
<b>LBE Sub-Totals</b>							%
<b>Professional Fees</b>							
<b>Reimbursable Expenses</b>							%
<b>CONTRACT TOTALS</b>							%



**ATTACHMENT A (cont.)**

**FORM 9: CMD PAYMENT AFFIDAVIT**

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and CMD within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

**TO:** Project Manager/Designee

**COPY TO:** CMD Contract Compliance Officer

**Firm:** \_\_\_\_\_

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

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

**Contract Number:** \_\_\_\_\_ **Contract Name:** \_\_\_\_\_

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

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

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

Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

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

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

\_\_\_\_\_  
**Name (Print) Title**

\_\_\_\_\_  
**Name (Print) Title**

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

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

\_\_\_\_\_  
**Telephone Date**

\_\_\_\_\_  
**Telephone Date**

<b>RFQ No. #SFMTA-2014-02</b>	(02/11/13) 76 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

**FORM 8: CMD EXIT REPORT AND AFFIVADIT**

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

**TRANSMITTAL**

TO: Project Manager/Designee COPY: CMD Contract Compliance Officer  
 FROM(Consultant): \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

SECTION 1. Please check this box if there are no LBE subconsultants for this contract:

Reporting Date: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Name of LBE: \_\_\_\_\_ Portion of Work (Trade): \_\_\_\_\_  
 Original LBE Contract Amount: \$ \_\_\_\_\_  
 Change Orders, Amendments, Modifications \$ \_\_\_\_\_  
 Final LBE Contract Amount: \$ \_\_\_\_\_  
 Amount of Progress Payments Paid to Date: \$ \_\_\_\_\_  
 Amount Owning including all Change Orders, Amendments and Modifications \$ \_\_\_\_\_

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

- I did NOT subcontract out ANY portion of our work to another subcontractor.  
 I DID subcontract out our work to:

Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_

SECTION 3.

To be signed by the LBE Subconsultant or vendor:

- I agree  I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



**ATTACHMENT A (cont.)**

---

**SECTION 4.**

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

---

Owner/Authorized Representative (Signature)

---

Name and Title (Print)

---

Firm Name

---

Telephone

Date

RFQ No. #SFMTA-2014-02	(02/11/13) 78 of 131	Issued: August 26, 2013
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**ATTACHMENT A (cont.)**

**FORM 10: CMD CONTRACT MODIFICATION FORM**

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contract Title: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Contract Amount as Modified to Date: \_\_\_\_\_

Amount of Current Modification Request: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

<b>Owner/Authorized Representative (Signature)</b>		<b>Owner/Authorized Representative (Signature)</b>	
<b>Name (Print)</b>	<b>Title</b>	<b>Name (Print)</b>	<b>Title</b>
<b>Firm Name</b>		<b>Firm Name</b>	
<b>Telephone</b>	<b>Date</b>	<b>Telephone</b>	<b>Date</b>

## ATTACHMENT 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](mailto: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 the Contract Monitoring Division at (415) 581-2319.

<b>Item</b>	<b>Form name and Internet location</b>	<b>Form</b>	<b>Description</b>	<b>Return the form to; For more info.</b>
1.	Request for Taxpayer Identification Number and Certification <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	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.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
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



**ATTACHMENT B (cont.)**

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>	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2310
4.	CMD 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 CMD 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 CMD by the Proposal due date.	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2319

**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.

**City Administrator’s Contract Monitoring Division**

Homepage: [www.sfgsa.org](http://www.sfgsa.org)  
 Click on “Departments, Divisions, Offices” on the left side, then click on “Contract Monitoring Division” in the middle of the page.  
 Equal Benefits forms: Click on “Important Forms and Documents” under the “Equal Benefits Compliance (12B)” header.  
 LBE certification form: Click on “Forms and Attachments for Prime Bidding on City Contracts” under the “LBE Certification and Compliance” header.

**ATTACHMENT C**

**Attestation of Compliance**

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

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

Name of individual completing this form: \_\_\_\_\_

The form is submitted on behalf of firm: \_\_\_\_\_

Name of RFQ:            RFQ # RFQ No. #SFMTA-2014-02

1. I attest that I and all members of the firm listed above will and have complied to date with Section XI.H. of the above RFQ.             Yes
  
2. I understand that if my firm or any members of the firm listed above are found to be in violation of Section XI.H. of the above RFQ, this will disqualify my firm and any Proposal in which my firm is named from further consideration.             Yes

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

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

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

## ATTACHMENT D

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

### **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

**ATTACHMENT E**

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

**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.

**ATTACHMENT E (cont.)**

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

**ATTACHMENT F**

**QUALIFICATION QUESTIONNAIRE**

**QUESTIONNAIRE CONCERNING EXPERIENCE, FINANCIAL AND TAXPAYER RESPONSIBILITY OF PROPOSER FOR THE PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)**

**PROPOSERS MUST SUBMIT THE COMPLETED AND SIGNED QUALIFICATION QUESTIONNAIRE (ATTACHMENT F) WITH THEIR PROPOSAL. MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "ATTACHMENT F: QUALIFICATIONS QUESTIONNAIRE". PROPOSERS MUST INCLUDE WITH THE QUALIFICATION QUESTIONNAIRE ALL ADDITIONAL DOCUMENTS REQUIRED UNDER SECTION III (MINIMUM QUALIFICATIONS AND SYSTEM REQUIREMENTS).**

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

The following statements as to experience, system requirements, financial and taxpayer responsibility qualifications of the Proposer are submitted with the Proposal along with a waiver authorizing the City Tax Collector to confirm the status of the Proposer with respect to payment of local business taxes and fees ("Taxpayer Responsibility"), as a part thereof; and any material misstatement of the information submitted herein must be grounds to prohibit the Proposer from submitting a bid.

**1. NAME:** \_\_\_\_\_  
(Print name of corporation, individual or firm name)  
Tel. No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

**2. MAILING ADDRESS:** \_\_\_\_\_  
Street Address/P.O. Box City State Zip Code

**3. PROPOSER INTENDS TO DO BUSINESS AS A**  
(type of entity as it appears on the Agreement):  
\_\_\_\_\_ Corporation \_\_\_\_\_ Co-Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Individual

**4. PROPOSER'S SAN FRANCISCO BUSINESS TAX REGISTRATION CERTIFICATE NO.**

\_\_\_\_\_  
A copy of the current year's certificate must be submitted with the questionnaire. If a joint venture Proposal is to be submitted, provide certificate numbers and submit copies of certificates for each joint venture partner.

**ATTACHMENT F (cont.)**

**5. FIRM AND PERSONNEL INFORMATION**

Provide all of the principal personnel of Proposer authorized to negotiate an agreement and sign official documents. If an individual, the name of the party responding; if a co-partnership or joint venture, the members of the co-partnership or joint venture; if a corporation, the State of Incorporation, the president, vice-president and secretary.

**A. Firm Information**

Provide information on the firm. The Proposer must have been in business for at least the last five years, and engaged in manufacturing, installation and configuration of PARCS equipment.

**Firm's History**

Name, Address and Phone number of the firm (local and headquarter, if different):	
Number of years in PARCS business:	
Date Incorporated and/or licensed in the State of California (please attach a copy of the license):	
Number of employees (Local and others):	

**B. Principal and Key Personnel**

**Principal Personnel No. 1**

First Name	Middle Name	Last Name	
Title or Position (co-partner, joint venturer, officer of a corporation, or individual)			
Business Address	City	State	Zip Code

**Principal Personnel No. 2**

First Name	Middle Name	Last Name	
Title or Position (co-partner, joint venturer, officer of a corporation, or individual)			
Business Address	City	State	Zip Code

**ATTACHMENT F (cont.)**

**Principal Personnel No. 3**

First Name	Middle Name	Last Name	
Title or Position (co-partner, joint venturer, officer of a corporation, or individual)			
Business Address	City	State	Zip Code

Key personnel assigned to the Project must be factory trained and must have three years of demonstrated experience in the installation and maintenance of PARCS and central control centers. Please describe experience of at least three key personnel proposed for the project. Resumes may be submitted along with the completed tables below.

**Key Personnel No. 1**

Name and Title of the team member:	
Number of years with the firm:	
Number of years in PARCS industry (Describe if the experience is in Operations and/or hardware/software):	
Role in this Project:	
List of previous projects (also include the role of the personnel in that project):	
Role in the projects used as References in Section 8 of this Attachment:	
List of degrees, licenses, certificates and training completed by the personnel:	
Year of last factory-training received	

**Key Personnel No. 2**

Name and Title of the team member:	
Number of years with the firm:	
Number of years in PARCS industry (Describe if the experience is in Operations and/or hardware/software):	
Role in this Project:	
List of previous projects (also include the role of the personnel in that project):	
Role in the projects used as References in Section 8 of this Attachment:	
List of degrees, licenses, certificates and training completed by the personnel:	
Year of last factory-training received	



**ATTACHMENT F (cont.)**

**Key Personnel No. 3**

Name and Title of the team member:	
Number of years with the firm:	
Number of years in PARCS industry (Describe if the experience is in Operations and/or hardware/software):	
Role in this Project:	
List of previous projects (also include the role of the personnel in that project):	
Role in the projects used as References in Section 8 of this Attachment:	
List of degrees, licenses, certificates and training completed by the personnel:	
Year of last factory-training received	

Include a brief statement (not more than one page for each personnel) describing personnel's PARCS experience in projects that are similar to this project. Also, include a statement that the individual listed above will be performing the work and will not be substituted with any other personnel or reassigned to another project without prior approval by the SFMTA.

**6. CORPORATE DOCUMENTATION AND FINANCIAL INFORMATION**

Provide relevant information regarding organizational stability and strength, including the following:

- A.** A description or statement of organization (e.g., sole proprietorship, partnership, corporation, joint venture, etc.)
- B.** If a corporation, a listing of the members of the Board of Directors.
- C.** A listing of financial references and statement of financial stability.
- D.** Copy of the Reviewed Financial Statements.

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

- E.** The Proposers that qualify to submit cost Proposals will be required to provide as part of their cost Proposal submission, a commitment to a performance bond. The value of the performance bond must be not less than 35 percent of the value of the Contract, written on the City's form, and must be from a surety acceptable to the SFMTA and the City's Risk Management Division. The SFMTA may determine that the proceeds from the performance bond shall be used to

## ATTACHMENT F (cont.)

integrate the PARCS provided by Contractor with another manufacturer's PARCS, if the Provider is out of business, or refuses to complete or is incapable of completing the fully integrated system required by the RFQ/RFP and Contract. To verify Proposer's ability to obtain and provide said bond in the RFP process, Proposers must have their bond providers furnish a pre-qualifying letter verifying their ability to obtain a performance bond equivalent to the proposers estimated total project costs. For example: If a proposer estimates the project will cost \$10 million then the pre-qualifying letter must be for \$3.5 million.

- F. The Proposer or Proposer's installer shall be certified by the California State Department of Consumer Affairs Contractors State License Board for general contracting. **Include a copy of the License.**

### 7. BASE SYSTEM REQUIREMENTS

The Proposers must include a statement (with any supporting documents) confirming that their proposed System meets or exceeds all the following requirements:

- A. System with an Open Data Exchange that will allow SFMTA to commission and add new and innovative features into the PARCS at a later date.
- B. A PARCS that is TCP/IP based system.
- C. Remote accessibility to PARCS over a secure web-based application.
- D. Data must be exportable to remote servers, including but not limited to SFpark, Central Management Computer and Parking Guidance Servers.
- E. Equipment is compliant with Article 22 of the City and County of San Francisco Business and Tax Regulations Code. The Parking System must also comply with San Francisco's "Parking Tax Regulation No. 2006-1," "Parking Station Signage Requirements" and "Article 22: Business and Tax Regulations Code." A copy of Article 22: Parking Stations; Revenue Control Equipment is included with this Document. Article 22 can also be obtained on the web at: [http://www.amlegal.com/nxt/gateway.dll/California/business/article22parkingstationsrevenuecontrol?q=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll/California/business/article22parkingstationsrevenuecontrol?q=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca)
- F. Payment Card Industry Data Security Standard (PCI/DSS) requirements:
  - 1) In the event the Proposer offers a payment application to be installed on PARCS equipment, it must submit evidence of its compliance with the Payment Application Data Security Standard (PA-DSS). Equipment shall be Payment Application Data Security Standard (PA-DSS) validated by a Payment Application Qualified Security Assessor (PA-QSA) and be verified on PCI SSC's list of PA-DSS validated payment applications.
  - 2) The Contractor's credit card gateway shall maintain appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.
  - 3) Compliancy must be system-wide and will form a part of the installation process and shall be maintained during the warranty period.
- G. Equipment is manufactured to and shall be installed to comply with the current Americans with Disability Act (ADA) requirements and the latest Americans with Disability Act Accessibility Guidelines (ADAAG) and California Access Compliance (CAC) requirements.
- H. Must provide XML feeds as detailed in Attachment G.
- I. FCC certified equipment (e.g., proximity cards, AVI, etc.)
- J. The PARCS proposed does not violate any patent or copyright, and the SFMTA shall not be liable for any claims of patent violations.

RFQ No. #SFMTA-2014-02	90 of 131	Issued: August 26, 2013
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## ATTACHMENT F (cont.)

- K. Only new materials of current standard design will be used in the installation and conform to the Underwriters Laboratories (UL) standards, and the requirements of all enforcing authorities having jurisdiction, and to applicable federal standards.
- L. Utilization of cash/credit card and credit card only Pay-on-Foot payment technologies.
- M. Fully functional and integrated with a Central Monitoring Station/Location and CCTV system.
- N. Provides multiple levels of security and PARCS access control both on-site and remotely.
- O. Store data that is accessible by parking operator and/or SFMTA in read-only format.
- P. Scalable and flexible enough to accommodate different facility types and quantities, due to diversity of each parking facility, its operating characteristics, and its primary customers.
- Q. Capable of setting multiple fee and rate tables by facility to meet the demand-pricing requirements of SFpark program.
- R. Provide comprehensive and reliable system reporting for sound revenue security controls.
- S. Provide accurate and auditable fee computation through automation.
- T. Incorporate multiple levels of security and PARCS access control both onsite and remotely.
- U. Provide a comprehensive and cohesive methodology and audit trail showing every transaction performed in the facility and identifying each and summarizing all exception-based transactions performed.
- V. Provide ticket tracking functionality and reporting that follows the journey of the ticket from vehicle entry through vehicle exit of the facility and that itemizes remaining inventory (tickets) that have not been pulled by a patron or put to other authorized use.
- W. Provide a secure Web-Based Management Component for all Functions. SFMTA to gain access to PARCS data via a secure website from any web enabled browser. As part of the mandatory SFpark integration a Proposer must describe the frequency and time intervals of data exchange using XML feeds, as shown in Attachment G.
- X. Provide near real time transaction times for each of the PARCS equipment.
- Y. Provide configurable and consolidated operational and management reports capable of being exported to Excel and exported to PDF format and emailed to any email address.
- Z. Provide retrieval and review of individual transactions based on US parameters – such as Daily/Weekly/Monthly or time of day.
- AA. Provide flexibility of rate change implementation and scheduling at the FMS, CMS or remotely.
- BB. Provide data security and hierarchy of password protection
- CC. Provide thermal printers.
- DD. Provide a secure PARCS that is not vulnerable to any “hacker” attacks.
- EE. Store data that is accessible by parking operator and/or SFMTA in a read-only format\
- FF. Magnetic stripe or barcode (print on demand). All information printed on ticket.
- GG. Back-out ticket (taken) invalidates ticket and automatically closes gate.
- HH. Customer receipt issued on request at all pay stations and exit stations.
- II. Be able to accommodate AVI and/or proximity card readers.
- JJ. IP intercom solution capable of accommodating 2-way conversation.
- KK. On-line validator and offline validation capabilities.

### 8. REFERENCES

Provide the contact information of at least five clients (preferably other public agencies), where the Proposer has actively worked on a Project, as a prime contractor, in the last five years. All references must include projects that were fully completed in the United States within the last five years that are similar in size and scope to this Project. At least two of the references must include projects involving three or more parking facilities networked together to a centralized command center and/or location.

RFQ No. #SFMTA-2014-02	91 of 131	Issued: August 26, 2013
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**ATTACHMENT F (cont.)**

**Client No. 1**

Project Name:	
Contact Person's Name (with Phone number and E-mail address):	
Address of the Project:	
Client's Project Manager:	
Year the Project started:	
Year the Project completed:	
Number of Ticket Dispensers, Ticket Acceptors, Pay on Foot Stations, FMS and CMC in the Project:	
Number of parking facilities within the Project:	
Nature of relationship to Proposer:	
Did project include a Central Control Center or Location? If so, how many locations are connected to the Center/Location?	

**Client No. 2**

Project Name:	
Contact Person's Name (with Phone number and E-mail address):	
Address of the Project:	
Client's Project Manager:	
Year the Project started:	
Year the Project completed:	
Number of Ticket Dispensers, Ticket Acceptors, Pay on Foot Stations, FMS, and CMC in the Project:	
Number of parking facilities within the Project:	
Nature of relationship to Proposer:	
Did project include a Central Control Center or Location? If so, how many locations are connected to the Center/Location?	

**Client No. 3**

Project Name:	
Contact Person's Name (with Phone number and E-mail address):	
Address of the Project:	
Client's Project Manager:	
Year the Project started:	
Year the Project completed:	
Number of Ticket Dispensers, Ticket Acceptors, Pay on Foot Stations, FMS, and CMC in the Project:	

**ATTACHMENT F (cont.)**

Number of parking facilities within the Project:	
Nature of relationship to Proposer:	
Did project include a Central Control Center or Location? If so, how many locations are connected to the Center/Location?	

**Client No. 4**

Project Name:	
Contact Person's Name (with Phone number and E-mail address):	
Address of the Project:	
Client's Project Manager:	
Year the Project started:	
Year the Project completed:	
Number of Ticket Dispensers, Ticket Acceptors, Pay on Foot Stations, FMS, and CMC in the Project:	
Number of parking facilities within the Project:	
Nature of relationship to Proposer:	
Did project include a Central Control Center or Location? If so, how many locations are connected to the Center/Location?	

**Client No. 5**

Project Name:	
Contact Person's Name (with Phone number and E-mail address):	
Address of the Project:	
Client's Project Manager:	
Year the Project started:	
Year the Project completed:	
Number of Ticket Dispensers, Ticket Acceptors, Pay on Foot Stations, FMS, and CMC in the Project:	
Number of parking facilities within the Project:	
Nature of relationship to Proposer:	
Did project include a Central Control Center or Location? If so, how many locations are connected to the Center/Location?	

**ATTACHMENT F (cont.)**

**9. ADDITIONAL INFORMATION**

- a) Has the Proposer or any of its management staff, including the Joint Venture Partner or Subcontractor responding to this RFQ ever received a notice of default or breach of contract, even if such a default was cured at a later date?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- b) Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ ever requested release from a Project contract?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- c) Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ ever managed a Project in which the Project contract was cancelled or terminated by the owner?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- d) Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ ever been a party to any legal action or proceeding relating to a PARCS contract? Does the Proposer have any outstanding claims against any parking facility owners or their staff?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- e) Has the Proposer, any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ, or any firms controlled by any management staff previously been employed by or associated with a firm that has filed for bankruptcy in the last ten years?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- f) Is the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ now in arrears on taxes or fees due on any parking business or operation?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- g) Has the Proposer or any of its management staff including the Joint Venture Partner or Subcontractor responding to this RFQ ever been the subject of an enforcement action taken by any governmental body for the non-payment of taxes or violations of any city, county, state or federal regulation, ordinance or statute?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No

If the answer to any of the items 9a through 9g is “Yes,” please explain on a separate page (**limit 1 page**). Place the corresponding question number before each response.

**ATTACHMENT F (cont.)**

**AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION**

The undersigned hereby authorizes the companies and/or individuals listed below to release to the SFMTA all pertinent and confidential information concerning the credit standing or account status of:

---

Name of Proposer

---

Authorized Signature Date

---

Print Name & Title

(1)

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel. No.: ( ) \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_

(2)

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel. No.: ( ) \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_

(3)

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel. No.: ( ) \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_

**ATTACHMENT F (cont.)**

(4)

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel. No.: ( ) \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Type of Account: \_\_\_\_\_



**ATTACHMENT F (cont.)**

**WAIVER**

The undersigned taxpayer (the "Taxpayer") hereby requests and authorizes the Tax Collector of the City and County of San Francisco (the "Tax Collector") to disclose confidential information about the Taxpayer and any other entities owned or controlled by the Taxpayer, whether directly or indirectly, to the SFMTA. The Taxpayer and each of the entities owned or controlled by the Taxpayer waive all their rights, including those under section 6.22-1 of Article 6 of the San Francisco Business and Tax Regulations Code, to have information about them in the Tax Collector's possession kept confidential. The Taxpayer and each of the entities owned or controlled by the Taxpayer acknowledge that the information disclosed to the SFMTA may adversely affect the SFMTA's evaluation of the Taxpayer's (firm's) suitability.

The Taxpayer agrees to hold the Tax Collector, City and County of San Francisco and the SFMTA harmless from any liability, claims, losses and damages caused by the Tax Collector's disclosure of confidential information about the Taxpayer and/or the entities owned or controlled by the Taxpayer.

This request and authorization is limited to the following specific items of information:

1. Outstanding business/payroll taxes.
2. Payment history of parking, business and payroll taxes.
3. Audit history, if any, including audits in progress.
4. Filing history of parking, payroll and business tax returns.
5. Payment of miscellaneous license or permit fees.

**THE TAXPAYER**

**OTHER ENTITIES**

By: \_\_\_\_\_  
(Signature)

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

Name: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

EIN: \_\_\_\_\_

EIN: \_\_\_\_\_

If other entities exist, please list them on a separate sheet of paper and attach them.

## ATTACHMENT G

### SAMPLE XML FILE FORMAT FOR INFORMATION

#### XML feeds for garages

#### To be required for new PARCS equipment

Last updated: 4/2/2013

#### Occupancy feed

```
<GARAGE_COUNT>
  <VENDOR_ID/> numerical identifier of vendor
  <TRANSMISSION_ID/> unique numerical identifier of transmission, should never be repeated
  <TRANSMISSION_DATETIME/> date and time of transmission
  <GARAGE_ID/> numerical identifier of garage
  <GARAGE_NAME/> name of garage (e.g., "Ellis-O'Farrell")
  <SPECIAL_EVENT/> whether or not the garage is set to "special event" mode (yes or no / 0 or 1)
  <TRANSIENT_OCCUPIED/> current number of transient parkers in the garage (note: this says parkers in garage v. spaces
    occupied, since some cars may be in the garage, but have not yet arrived at the space they will ultimately take)
  <MONTHLY_OCCUPIED/> current number of monthly parkers in the garage
  <CAPACITY/> total number of spaces allocated for general parking (total spaces minus EV/accessible/short-term)
  <EV_OCCUPIED/> current number of EV-charging stations occupied
  <EV_CAPACITY/> total number of EV-charging stations in the garage
  <ACCESSIBLE_OCCUPIED/> current number of accessible spaces occupied
  <ACCESSIBLE_CAPACITY/> total number of accessible spaces in the garage
  <SHORTTERM_OCCUPIED/> total number of short-term (e.g., 5-minute parking) spaces occupied
  <SHORTTERM_CAPACITY/> total number of short-term spaces in the garage
  <GARAGE_OPEN/> whether or not garage is open for parking (yes or no / 0 or 1)
</GARAGE_COUNT>
```

#### Manual Adjustments Feed

```
<GARAGE_COUNT>
  <VENDOR_ID/>
  <TRANSMISSION_ID/>
  <TRANSMISSION_DATETIME/>
  <GARAGE_ID/>
  <GARAGE_NAME/>
  <COUNT_ADJUSTMENT/> adjustment amount to current count of cars in garage (can be either a difference, e.g., 5 or -10,
    or a new occupied count, e.g., 132)
  <ADJUSTMENT_TYPE/> whether adjustment is difference or new occupied count ("CORRECTION" OR "NEWOCCUPIED")
  <OPERATOR_ID/> name of person entering the adjustment
  <CAPACITY/>
</GARAGE_COUNT>
```

#### Utilization-Revenue Feeds

```
<GARAGE_SESSION>
  <VENDOR_ID/>
  <TRANSMISSION_ID/>
  <TRANSMISSION_DATETIME/>
  <GARAGE_ID/>
  <USAGE_TYPE/> type of parker—e.g., transient, monthly, early bird, special event
  <MEDIA_TYPE/> type of entry card used by driver (e.g., paper ticket, swipe card, RFID (Clipper), etc.)
  <FACILITY_CODE/> unique numerical identifier for each garage
  <DOC_NUMBER/> ticket or monthly parker ID number
  <ENTRY_DATETIME/> date and time of garage entry
```

## ATTACHMENT G (cont.)

<EXIT\_DATETIME/> date and time of garage exit  
</GARAGE\_SESSION>

<EV\_SESSION>

<VENDOR\_ID/>

<TRANSMISSION\_ID/>

<TRANSMISSION\_DATETIME/>

<GARAGE\_ID/>

<USAGE\_TYPE/> type of parker—e.g., transient, monthly, early bird, special event

<MEDIA\_TYPE/> type of entry card used by driver (e.g., paper ticket, swipe card, RFID (Clipper), etc.)

<FACILITY\_CODE/> unique numerical identifier for each garage

<DOC\_NUMBER/> ticket or monthly parker ID number

<EV\_STATION\_NUMBER/> numerical identifier of EV-charging station used

<EV\_START\_DATETIME/> date and time of start of use of EV-charging station

<EV\_END\_DATETIME/> date and time of end of use of EV-charging station

</EV\_SESSION>

<GARAGE\_TRANSIENT\_PAYMENT>

<VENDOR\_ID/>

<TRANSMISSION\_ID/>

<TRANSMISSION\_DATETIME/>

<GARAGE\_ID/>

<MEDIA\_TYPE/>

<FACILITY\_CODE/>

<DOC\_NUMBER/>

<ENTRY\_DATETIME/>

<PAYMENT\_DATETIME> date and time of payment

<INVOICE\_NUMBER> identifying number attached to payment

<STATION/> numerical identifier of cashier booth or pay station used for payment

<CASHIER\_ID/> identifier of specific cashier processing transaction

<RATE\_TYPE/> type of rate—e.g., hourly, early bird, etc.

<AM\_OFFPEAK/> whether driver received AM off-peak discount (yes/no)

<PM\_OFFPEAK/> whether driver received PM off-peak discount (yes/no)

<PAYMENT\_TYPE/> card, cash, RFID (Clipper), etc.

<PAYMENT\_AMOUNT/> amount paid by driver for parking

<DISCOUNT\_TYPE\_1/> name of validation (if any)

<DISCOUNT\_AMOUNT\_1/> amount of validation

<DISCOUNT\_TYPE\_2/> name of validation (if any)

<DISCOUNT\_AMOUNT\_2/> amount of validation

<AUTO/> whether payment made at computer or to cashier (1 or 0)

</GARAGE\_TRANSIENT\_PAYMENT >

<GARAGE\_MONTHLY\_PAYMENT>

<VENDOR\_ID/>

<TRANSMISSION\_ID/>

<TRANSMISSION\_DATETIME/>

<GARAGE\_ID/>

<DOC\_NUMBER/>

<INVOICE\_NUMBER/>

<ACCOUNT\_NUMBER/> monthly parker account number

<RATE\_TYPE/> type of monthly rate—e.g., regular, reserved, carpool, etc.

<PAYMENT\_TYPE/

<PAYMENT\_AMOUNT/>

</GARAGE\_MONTHLY\_PAYMENT>

## ATTACHMENT G (cont.)

<GARAGE\_STATISTIC>  
 <VENDOR\_ID />  
 <TRANSMISSION\_ID />  
 <TRANSMISSION\_DATETIME />  
 <GARAGE\_ID />  
 <STAT\_DATE /> date for which statistics are being provided  
 <NUMBER\_OF\_TICKETS /> number of tickets dispensed by garage ticket machines  
 <NUMBER\_OF\_GATE\_ENTRY /> number of cars through the garage entry gates  
 <NUMBER\_OF\_GATE\_EXIT /> number of cars through the garage exit gates  
 <LOOP\_COUNTER\_ARMING /> number of times cars rolled over metal detector in front of garage gates  
 <LOOP\_COUNTER\_CLOSING /> number of times cars rolled over metal detector behind garage gates  
</GARAGE\_STATISTIC>

**ATTACHMENT H**

**GENERAL INFORMATION OF PARKING FACILITIES**

The Following pages provide the description of the parking facilities with current information on each facility location, capacity and equipment breakdown.

**Existing PARCS Configuration**

<b>Facility Name &amp; Address</b>	<b>Customer base (Parking transaction types)***</b>	<b>No. of Spaces</b>	<b>FMS</b>	<b>Central Cashier</b>	<b>POF</b>	<b>Entry Lanes</b>	<b>Exit Lanes</b>	<b>Exit Cashier</b>
<b>5th &amp; Mission</b> 833 Mission St	Transient Monthly Motorcycle	2585	1	8	11	7+1 (Motor-cycle)	8+1 (Motor-cycle)	0
<b>7<sup>th</sup> &amp; Harrison**</b> 415 7th Street	Transient Monthly			1		1	1	
<b>16<sup>th</sup> &amp; Hoff</b> 42 Hoff Street	Transient Monthly	98				1 (Plus 1 roll-up gate for the monthly parker)	1	1
<b>1660 Mission St</b> 1660 Mission Street	Transient Monthly	59	1			1		1
<b>Civic Center</b> 355 McAllister	Transient Event Discounted Parking Monthly	843		1	0	1	3	2
<b>Ellis O'Farrell</b> 123 O'Farrell St	Transient Monthly Discounted Parking Valet	950	1	4	5	3	4	0

**ATTACHMENT H (cont.)**

<b>Facility Name &amp; Address</b>	<b>Customer base (Parking transaction types)***</b>	<b>No. of Spaces</b>	<b>FMS</b>	<b>Central Cashier</b>	<b>POF</b>	<b>Entry Lanes</b>	<b>Exit Lanes</b>	<b>Exit Cashier</b>
<b>Golden Gateway</b> 250 Clay Street	Transient Monthly Discounted Parking Valet	1095		1	0	4	2 (Monthly only)	2
<b>Japan Center*</b> 1610 Geary Blvd.	Transient Monthly Discounted Parking	920 (M=Main, A= Annex)	1	M =3 A= 1	M= 5 A= 2	M=2 A= 1	M=3 A= 1	M=0 A= 0
<b>Lombard Street</b> 2055 Lombard Street	Transient Monthly Discounted Parking	205	1	0	0	1	0	1
<b>Mission Bartlett</b> 3255 21 <sup>st</sup> St.	Transient Monthly Discounted Parking	350		1	0	1 (Roll-up gate for Monthlies)	1	1
<b>Moscone Center</b> 255 Third St.	Transient Monthly	732		2	2	3	3	0
<b>North Beach</b> 735 Vallejo Street	Transient Monthly	203		1	1	1	1	0
<b>Performing Arts</b> 360 Grove Street	Transient Monthly Discounted Parking	598			0	2	2	1
<b>Polk Bush</b> 1399 Bush Street	Transient Monthly	129		1	0	2 (Roll-up gate for Monthlies)	2	0
<b>SF General Hospital</b> 2501 23 <sup>rd</sup> Street	Transient Monthly Discounted Parking Valet	1657		1	1	4	3	3

**ATTACHMENT H (cont.)**

<b>Facility Name &amp; Address</b>	<b>Customer base (Parking transaction types)***</b>	<b>No. of Spaces</b>	<b>FMS</b>	<b>Central Cashier</b>	<b>POF</b>	<b>Entry Lanes</b>	<b>Exit Lanes</b>	<b>Exit Cashier</b>
<b>St. Mary's</b> 433 Kearny Street	Transient Monthly Discounted Parking Valet	414		2	1	3	3	0
<b>Sutter Stockton*</b> (Uptown Corp) 444 Stockton Street	Transient Monthly Discounted Parking	1865		5	8	4	6	0
<b>Union Square*</b> (Uptown Corp) 333 Post Street	Transient Monthly Discounted Parking Valet	985		3	4	4	4	0
<b>Vallejo Street</b> 766 Vallejo Street	Transient Monthly	163	0	0	0	1	0	1

\* = Non-Profit corporation managed parking facilities

\*\* = 7<sup>th</sup> & Harrison is a Lot and uses Pay-and-display System

\*\*\* = Currently implemented parking rates are available in Appendix E. Following are a brief description of the "Types":

Transient: Transient transaction includes day, night, weekend and event rates, etc.

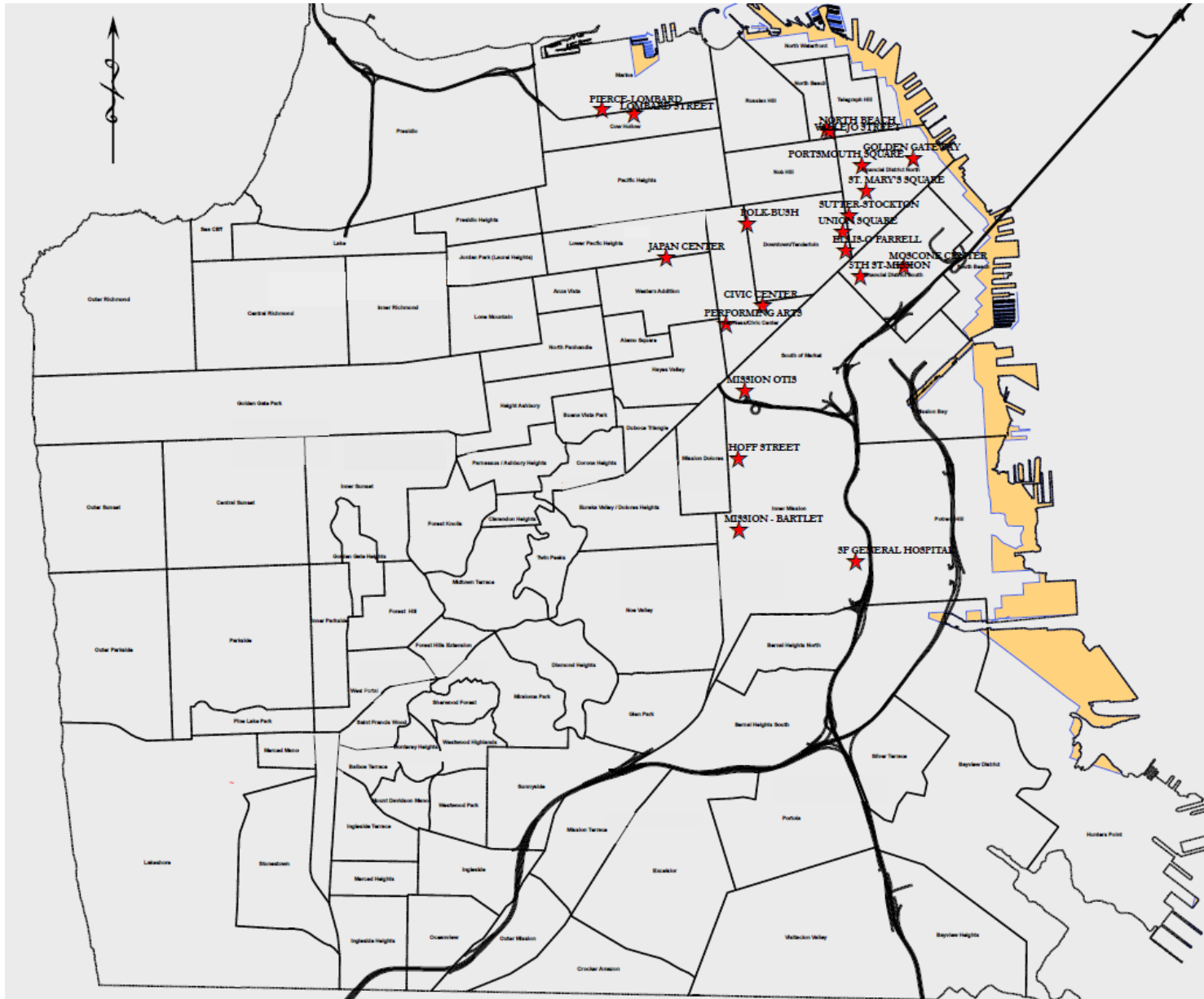
Monthly: Monthly transaction includes rates for Carpool, Carshare, assigned, and Restricted parking rates, etc.

Discounted: Discounted transaction includes merchant validations, student discounts, motorcycle discount, etc.

Valet: Not all the garages currently have a separate valet rate structure. Some of the garages use "Transient" or "event" parking rates for "Valet" parking. Moreover, most of the garages currently do not have a "nested" valet parking area.

# ATTACHMENT I

## GEOGRAPHIC LOCATION OF PARKING FACILITIES





**ATTACHMENT J**

**SAMPLING OF RATES**

<b>CATEGORY</b>	<b>RATE</b>
<b>PRICE PER HOUR</b>	
<b>Midnight to 9 a.m.</b>	<b>\$3</b>
<b>9 a.m. to noon</b>	<b>\$4</b>
<b>Noon to 3 p.m.</b>	<b>\$4</b>
<b>3 p.m. to 6 p.m.</b>	<b>\$3.50</b>
<b>6 p.m. to midnight</b>	<b>\$1</b>
<b>Saturdays and Sundays (9 a.m. to 6 p.m.)</b>	<b>Save \$1.50 per hour off the above rates</b>
<b>WEEKDAY DISCOUNTS</b>	
<b>AM Off-Peak* (enter before 8:30 a.m.)</b>	<b>\$2 off total</b>
<b>PM Off-Peak* (exit after 6:30 p.m.)</b>	<b>\$2 off total</b>
<b>FLAT RATES</b>	
<b>Early Bird (Mon-Fri) (enter before 8:30 a.m. and exit before Midnight)</b>	<b>\$23</b>
<b>Daily Maximum / Lost Ticket</b>	<b>\$39</b>
<b>MONTHLY</b>	
<b>Reserved</b>	<b>\$585</b>
<b>Regular</b>	<b>\$390</b>
<b>Carpool/Car share</b>	<b>\$195</b>
<b>MOTORCYCLE</b>	
<b>Monthly</b>	<b>\$100</b>
<b>OTHER</b>	
<b>New Account Activation Fee</b>	<b>\$10</b>
<b>Access Card Replacement</b>	<b>\$25</b>
<b>Late Monthly Payment</b>	<b>\$25</b>
<b>Re-opening Garage</b>	<b>\$50</b>
<b>No-key Valet Parking</b>	<b>\$25</b>
<b>Special Event Rate (SFMTA staff review/approval required)</b>	<b>\$5 - \$40</b>

\*Must park for at least 3 hours

**ATTACHMENT K**

**MODEL AGREEMENT**

**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's (Firm's) Full Name]  
for [Brief Description of Services or Project Title]**

**Contract No. SFMTA-[Number Assigned by the SFMTA Contracts & Procurement Office]**

This Agreement is made this [Day of the Month (1st, 2nd, etc.)] day of [Month], [Year], in the City and County of San Francisco, State of California, by and between: [Contractor's (Firm's) Full Name], [Contractor's (Firm's) Street Address; No PO Box], [Contractor's (Firm's) City, State & Zip Code] ("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 [Short Description of Services to Be Provided].
- B. A Request for Qualifications ("RFQ") and subsequent Request for Proposals ("RFP") was issued on \_\_\_\_\_ & \_\_\_\_\_ respectively, [RFP Publication 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. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number [Personal Services Contract (PSC) Number] on [Date of Civil Service Commission Action].

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

**ATTACHMENT K (cont.)**

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 from [Contract Start Date] to [Contract End Date].
- 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.** Compensation shall be made in accordance with Appendix B attached and for work, as set forth in Section 4 of this Agreement, that the SFMTA’s Director of Transportation, in his or her sole discretion, concludes has been performed as of 30 days following an Operations Demonstration Test (ODT) at which point a progress payment will be made within 30 days thereafter. In no event shall the amount of this Agreement exceed [Whole Dollar Amount (No Cents) Written Out and Repeated as a Number in Parentheses (\$X)]. The breakdown of costs associated with each facility and 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.

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

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of HRC Progress Payment Form If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the SFMTA, the Director of HRC and Contractor of the omission. If Contractor’s failure to provide HRC Progress Payment Form is not explained to the Controller’s satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City’s payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

- 6. Guaranteed Maximum Costs.** 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.

RFQ No. #SFMTA-2014-02	107 of 131	Issued: August 26, 2013
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**ATTACHMENT K (cont.)**

**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.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

**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

**ATTACHMENT K (cont.)**

result in the revaluation of the possessory interest (see, e.g., Revenue & Taxation 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

RFQ No. #SFMTA-2014-02	109 of 131	Issued: August 26, 2013
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**ATTACHMENT K (cont.)**

both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

**15. Insurance.**

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

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

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

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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.

**ATTACHMENT K (cont.)**

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**

**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

**ATTACHMENT K (cont.)**

no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnatee or the contractors of any Indemnatee.

**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.** By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of these damages can become cumulative should the Contractor fail to carryout and fulfill the entire contract. As such, for each installation that is delayed 30 days beyond the scheduled milestones and timelines as outlined in Appendix A, an amount equal to the full installation price, plus a 25% premium will be assessed against the performance bond not as a penalty, but as a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor or call upon payment of such damages from the performance bond \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_\_. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

**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:



**ATTACHMENT K (cont.)**

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; and 57. Protection of Private Information.

(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:

**ATTACHMENT K (cont.)**

(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

**ATTACHMENT K (cont.)**

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 shall survive termination or expiration of this Agreement:

8. Submitting False Claims; 9. Disallowance; 10. Taxes; 11. Payment Does Not Imply Acceptance of Work; 13. Responsibility for Equipment; 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; and 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

**ATTACHMENT K (cont.)**

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:           [SFMTA Project Manager’s (PM) Name]  
                      SFMTA | [SFMTA PM’s Section]  
                      [SFMTA PM’s Section Mailing Address]  
                      San Francisco, CA [Zip Code]

E-mail: [SFMTA PM’s E-mail Address]

To Contractor: [Name of Contractor’s Designated Contact]  
                      [Contractor’s (Firm’s) Full Name]  
                      [Contractor’s Contact’s Address]  
                      [Contractor’s Contact’s City, State & Zip Code]

E-mail: [Contractor’s Contact’s 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.
- 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

**ATTACHMENT K (cont.)**

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. Reserved.**
- 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

**ATTACHMENT K (cont.)**

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 [Percentage from the Contract Compliance Office]%. 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

**ATTACHMENT K (cont.)**

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

**ATTACHMENT K (cont.)**

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



**ATTACHMENT K (cont.)**

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. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of 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.

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

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken

**ATTACHMENT K (cont.)**

within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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

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

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

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

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

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

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

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of 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.

<b>RFQ No. #SFMTA-2014-02</b>	122 of 131	Issued: August 26, 2013
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**ATTACHMENT K (cont.)**

- 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.

**ATTACHMENT K (cont.)**

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

**ATTACHMENT K (cont.)**

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 non-duplicative, 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

**ATTACHMENT K (cont.)**

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.

**ATTACHMENT K (cont.)**

- 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. 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.”

**ATTACHMENT K (cont.)**

- 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. Reserved.**
- 59. Left blank by agreement of the parties.** (Food Service Waste Reduction Requirements)
- 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.



**ATTACHMENT K (cont.)**

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

<p><b>CITY</b></p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Deputy City Attorney</p> <p><b>AUTHORIZED BY:</b></p> <p><b>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</b></p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors</p> <p>Board of Supervisors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Clerk of the Board</p>	<p><b>CONTRACTOR</b></p> <p>[Contractor's (Firm's) Full Name]</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p>_____</p> <p>[Name of Contractor's Authorized Signatory] [Contractor's Signatory's Title] [Contractor's (Firm's) Street Address; No PO Box]</p> <p>City Vendor Number:</p>
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**Appendices**

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

**B: Payment terms and conditions.**

**ATTACHMENT K**

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

**1. Description of Services**

Contractor agrees to perform, install and configure all of the PARCS as referred to in the accompanying response to RFQ # \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ 2013 and subsequent RFP # \_\_\_\_\_, dated \_\_\_\_\_ 2013 and those negotiate revisions dated \_\_\_\_\_. 2013

Contractor agrees to perform, install and configure all of the PARCS as referred to in the accompanying response to RFQ # \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ 2013 and subsequent RFP # \_\_\_\_\_, dated \_\_\_\_\_ 2013 and those negotiate revisions dated \_\_\_\_\_. 2013 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 Qualification (RFQ) and subsequent Request for Proposals (RFP) dated \_\_\_\_\_; and 3) Contractor's Proposal, dated \_\_\_\_\_.

**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 Michael Robertson.

**ATTACHMENT K**

**Appendix B  
Calculation of Charges**

## **ARTICLE 22: PARKING STATIONS; REVENUE CONTROL EQUIPMENT**

### [Frequently Asked Questions](#)

Related Article: [Article 9 - Tax on Occupancy of Parking Space in Parking Stations](#)

### [San Francisco Business and Tax Regulations Code](#)

- Sec. 2201. Definitions.
- Sec. 2202. Exempted Parking Stations.
- Sec. 2203. RCE Requirements for All Parking Stations.
- Sec. 2204. Requirements for Small Attended Parking Stations.
- Sec. 2205. Requirements for Attended Parking Stations.
- Sec. 2206. Requirements for Flat Rate Parking Stations.
- Sec. 2207. Requirements for Monthly-Only Parking Stations.
- Sec. 2208. Requirements for Unattended Parking Stations.
- Sec. 2209. Equipment Requirements for Public Event Parking Stations.
- Sec. 2210. Equipment Requirements for Valet Parking Stations.
- Sec. 2211. Multiple Operations Parking Stations.
- Sec. 2212. New Parking Technology.
- Sec. 2213. Electronic Payment.
- Sec. 2214. Maintenance and Repair of Revenue Control Equipment.
- Sec. 2215. Manual Revenue Control Procedures Required When Revenue Control Equipment is Not Operational.
- Sec. 2216. Inspections of Parking Stations.
- Sec. 2218. Required Business Practices for All Parking Stations.
- Sec. 2219. Title and Purpose.
- Sec. 2219.5. Imposition of Revenue Control Equipment Compliance Fee.

- Sec. 2219.6. Collection and Enforcement.
- Sec. 2219.7. Exemptions.
- Sec. 2219.8. Authority to Adopt Rules and Regulations.
- Sec. 2219.9. Fee to be Deposited in the General Fund.
- Sec. 2219.10. Severability.
- Sec. 2219.11. Effective/Operative Dates.
- Sec. 2220. Consumer Protection.
- Sec. 2225. Enforcement.
- Sec. 2226. Civil Penalties.
- Sec. 2229. Consumer Action and Relief.
- Sec. 2230. Criminal Penalties.
- Sec. 2231. Cumulative Remedies.
- Sec. 2232. Limitation of Actions.
- Sec. 2233. Cooperation with City Agencies.
- Sec. 2234. City Garages.
- Sec. 2238. Severability.

**SEC. 2201. DEFINITIONS.**

(a) **Existing Defined Terms.** The terms "Operator," "Occupant," "Occupancy," "Parking Station," "Motor Vehicle," and "Rent" shall have the meaning set out in **Article 9**, Section 601 of this Code.

(b) **Additional Defined Terms.** When used in this Article, the following terms shall mean:

(1) "Affiliate" means a Person who owns or Controls, is owned or Controlled by, or shares common ownership or Control with, another Person.

(2) "Attendant Parking" means the service of parking an occupant's vehicle at an Attended Parking Station or in a Parking Station connected with the Attended Parking Station provided by the Attended Parking Station Operator.

(3) Attended Parking Station" means a Parking Station in which the Operator utilizes an attendant or cashier or other employee to issue Parking Tickets and/or collect Rent and/or otherwise assist Occupants.

(4) Automatic Vehicle Counter" means a mechanical or electronic device, such as a hose counter, electric eye, arming and/or triggering loop, or other automated counting device that records the passage of a vehicle.

(5) Cancelled Transaction" means a Transaction that the Operator cancels prior to payment.

(6) City Garage" means a Parking Station owned by the City and County of San Francisco or by the San Francisco Parking Authority.

(7) Collected Tickets" means the number of Parking Tickets returned to the Operator by Occupants for payment of Rent.

(8) Control" means the power to control the affairs and key decisions of another person or corporation, in whatever manner exercised, whether directly or indirectly, whether legally enforceable, and however exercisable or exercised over such corporation or association. A presumption of control arises if the Operator, signatory or 10% owner is (or was) an officer, director, partner or member of such corporation or association.

(9) Discount Parking" means parking provided for reduced Rent to members of a class of Occupants, including but not limited to early morning entry Occupants ("early-bird"), scooter or motorcycle Occupants, carpool Occupants, and persons with a merchant validation.

(10) Discount Parking Ticket" means a Parking Ticket issued for Discount Parking.

(11) Enforcing Agency" means the Tax Collector for the City and County of San Francisco.

(12) Flat Rate Parking" means parking provided for present Rent for a prescribed or limited time Occupancy Period at a Parking Station that is not a Public Event Parking Station.

(13) Inventory" means the number of motor vehicles present in a Parking Station at a given time.

(14) "Issued Tickets" means the total number of Parking Tickets issued to Occupants, including Voided Tickets, and Parking Tickets otherwise used or consumed in the operation of the Parking Facility for a given period.

(15) Journal Tape" means a printed record of every Transaction, in consecutive order, that is generated by RCE not capable of producing an electronic Log File (e.g., a cash register or fee computer tape).

(16) Log File" means an electronic read-only record generated by the RCE that is a consecutive record by date and time of every Transaction and the actions of the RCE and ancillary RCE devices.

(17) Lost Ticket" means a Parking Ticket that has been issued to and misplaced by an Occupant, which has not been returned to the Operator with payment of Rent.

(18) Monthly Occupant" means an Occupant who pays a flat fee for Occupancy on a monthly basis.

(19) Monthly Parking" means parking for which Rent is charged to the Occupant as a fixed monthly fee.

(20) NIST Book 44" means the National Institute of Standards and Technology, Book 44, as adopted by the State of California pursuant to California Code of Regulations Section 4400 et seq.

(21) Occupancy Period" means the time elapsed between the entry and the exit of an Occupant's Motor Vehicle from a Parking Station for which the Operator charges Rent.

(22) Parking Meter" means a mechanical or electronic device, owned or operated by the City and County of San Francisco, for the purpose of measuring the time a vehicle is permissibly parked in a parking space. For purposes of this Article, a Parking Meter is not RCE.

(23) Parking Tax" means the tax and surcharge imposed on Rent charged for Occupancy in a Parking Station imposed by **Article 9** of the San Francisco Business and Tax Regulations Code.

(24) Parking Ticket" means the record provided by the Operator to the Occupant setting forth the time and date that the Occupant's vehicle entered the Parking Station that is used by the Operator to determine the Rent charged to the Occupant.

(25) Pay and Display Parking Station" means an Unattended Parking Station in which Occupants utilize a Pay Station to pay Rent for a specified Occupancy Period and receive a Receipt or Parking Ticket that the Occupant displays conspicuously in his or her vehicle as proof of payment.

(26) Pay Station" means a mechanical or electronic device that accepts payment or prepayment of Rent from an Occupant and issues a Parking Ticket, release ticket or Receipt.

(27) Periodic Report" means a report prepared daily, weekly, monthly, or quarterly by the Operator showing, at a minimum, the total Rent collected for that period, the identification numbers of the Parking Tickets used during that period, and the number of vehicles parked in the Parking Station during that period.

(28) "Person" means any individual, group, company, partnership, association, joint stock company, trust, corporation, society, syndicate, club, business, or governmental entity. "Person" shall not include the City or any of its departments or agencies.

(29) Public Event Parking Station" means a Parking Station with more than five parking spaces, the Occupants of which are principally attendees of public events, such as a performing arts or sporting events, that occur fewer than 100 days in any calendar year and for which an Occupant prepays a flat-rate Rent for a fixed Occupancy Period.

(30) "RCE" means Revenue Control Equipment.

(31) "RCE Records" means the documents and reports generated by Revenue Control Equipment, including but not limited to Log Files or Journal Tapes. Books of account, accounting records, and other financial records provided by an Operator to the City in the course of an audit to confirm the data in Log Files or Journal Tapes shall also be considered RCE records.

(32) Receipt" means the record issued by an Operator to an Occupant of the Rent paid by or on behalf of the Occupant.

(33) Release Ticket" means the ticket issued by an Operator in exchange for payment of Rent that allows the Occupant to exit the Parking Station.

(34) Revenue Control Equipment" means an automated mechanical or electronic device or devices that meet(s) the requirements of this Article. For purposes of this Article, a Parking Meter is not RCE.

(35) Service Agent" means a person or other entity engaged in the business of installing, maintaining, or repairing RCE.

(36) Substitute Ticket" means a Parking Ticket that an Operator processes as a replacement for a Lost Ticket.

(37) Transaction" means the calculation and payment of Rent for Occupancy.

(38) Transient Parking" means parking for which Rent is charged to the Occupant by the hour or the fraction of the hour.

(39) Unaccounted Ticket" means a ticket that is issued to an Occupant and is not returned to the Operator. A Lost Ticket is an Unaccounted Ticket.

(40) Unaccounted Ticket Ratio" means the ratio of Unaccounted Tickets to Issued Tickets for a given period, expressed as a percentage of Issued Tickets.

(41) Unattended Parking Station" means a Parking Station in which the Operator does not use an attendant or cashier or other employee to issue Parking Tickets, collect Rent, and/or otherwise assist Occupants.

(42) Valet" means a person or a service company subject to the requirements of Article 12 of the San Francisco Police Code as a Fixed Location Valet Parking Service or a Special Event Valet Parking Service.



(43) Valet Lot" means a Parking Station, including a garage, lot or other off-street space or facility, used by a Valet for the parking or storage of Motor Vehicles in exchange for which the Valet receives compensation or other consideration.

(44) Voided Ticket" means a Parking Ticket that is not issued to an Occupant, but that is used in the course of the Operator's testing, repair or maintenance of the RCE.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

## **SEC. 2202. EXEMPTED PARKING STATIONS.**

The requirements of this Article shall not apply to any Parking Station:

- (a) That does not charge Rent at any time;
- (b) That is a Parking Station operated by the City and County of San Francisco and uses Parking Meters;
- (c) In which all Rent paid for Occupancy is paid by a resident or a registered guest of a hotel or motel by adding the Rent to the room bill or charge to the resident, or registered guest, as long as the charges for the hotel room and the charges for parking are subject to the Tax on the Transient Occupancy of Hotel Rooms set out in Article 7 of the San Francisco Business and Tax Regulations Code;
- (d) That is located in a residential building or development that provides Monthly Parking as a convenience or additional amenity to its residents. This exemption shall apply only to Rent paid by persons who are residents of the building or development in which the Parking Station is located, and where parking is provided as a convenience or additional amenity to such residents.
- (e) That is a Parking Station operated by a governmental entity other than the City and County of San Francisco. A Parking Station operated by a person other than a governmental entity is not exempt from the provisions of this article, even if the Parking Station is located on property owned by a governmental entity.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010; Ord. [5-13](#), File No. 121064, App. 1/24/2013, Eff. 2/23/2013)

## **SEC. 2203. RCE REQUIREMENTS FOR ALL PARKING STATIONS.**

- (a) Unless specifically exempted in this Article, a Parking Station must utilize functioning RCE that meets the requirements of this Article whenever the Operator charges Rent for Occupancy.
- (b) RCE must record all Transactions either to a Log File or to a Journal Tape, as required by this Article.

(c) An Operator shall utilize RCE meeting the requirements of this Article to track and account for Transactions and to record and account for Rent received and Parking Taxes to be collected and remitted to the Tax Collector.

(d) Neither an Operator nor any of its Affiliates, agents or employees shall have more than a 5 percent ownership interest or other monetary, equitable, or secured interest in the manufacturer of, vendor of or Service Agent for the RCE used in any Parking Station controlled by said Operator.

(e) In any case in which the Operator has an ownership interest of any kind or any amount in the manufacturer of, vendor of or Service Agent for the RCE used in any Parking Facility under the control of the Operator, the Operator shall not have access to the source code or access to any part of the RCE software, hardware, data storage devices, or other RCE equipment that would allow the Operator to modify or delete RCE Records or other data that is generated or stored in the RCE, including but not limited to Rents charged, monies for Rent collected, Occupancy Periods, and Parking Taxes collected or owed.

(f) All RCE that contains a time clock or recorder must meet or exceed the specifications, tolerances, performance and testing standards for time clocks and time recorders set out in the NIST Book 44, Section 5.55, as it may from time to time be amended. Time clocks, time recorders and other timing devices incorporated or used in RCE must be electronic and must not be capable of recalibration or other adjustment other than setting the current time and date.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2204. REQUIREMENTS FOR SMALL ATTENDED PARKING STATIONS.**

(a) The Operator of an Attended Parking Station may apply to the Enforcing Agency for exemption from the requirements of Sections 2203 and 2205 of this Article, provided that the Operator demonstrates to the satisfaction of the Enforcing Agency that the gross annual revenues of the Parking Station from Rent do not exceed \$25,000.

(b) If the Enforcing Agency grants the Operator an exemption from the requirements of Sections 2203 and 2205 of this Article, the Operator shall:

(1) Provide to each Occupant a Parking Ticket that has preprinted on it a unique sequential identification number. The Parking Ticket shall either have a stub or a split portion that the Operator shall place on the windshield of the Occupant's vehicle. The Operator shall not use a Parking Ticket more than once.

(2) Write the Occupant's vehicle license plate number on the Parking Ticket in ink.

(3) Stamp the Parking Ticket with the time the Occupant entered the Parking Station and the time the Occupant exited the Parking Station, using a mechanical or electronic time-stamp or punch clock device.

(4) Upon an Occupant's payment of Rent, provide to the Occupant a hand-written or machine generated Receipt stating the date and time of the Occupant's Motor Vehicle's entry to and time of exit from the Parking Station, the Rent charged, the name of the attendant, and the name and address of the Parking Station.

(5) Create a Periodic Report for each day that the Parking Station provides parking in exchange for Rent.

(6) The Operator shall retain all Periodic Reports created pursuant to this Section 2204 and all issued Parking Tickets for not less than 5 years after their creation.

(c) The Operator shall comply with all provisions of this Article, unless an exemption from the requirements of Sections 2203 and 2205 is granted in writing by the Enforcing Agency.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2205. REQUIREMENTS FOR ATTENDED PARKING STATIONS.**

Except as specifically exempted or otherwise required by this Article, an Operator of an Attended Parking Station that charges Rent for Occupancy by the hour or the fraction of an hour shall utilize RCE that incorporates the functions set out in this Section.

(a) The Operator must provide a ticket issued by the RCE to the Occupant at the time the Occupant's Motor Vehicle enters the Parking Station. The Parking Ticket must state the time and date of entry, and the name and address of the Parking Station. Each Parking Ticket issued by the Operator must contain a preprinted, unique, sequential identification number that is not printed by the RCE. This preprinted ticket, once issued, shall directly correspond and be traceable to a transaction number generated by the RCE.

(b) The RCE must record the following information to a Journal Tape or Log File in the sequential order in which the events occur:

(1) Time and date of a Motor Vehicle's entry to a Parking Station;

(2) Time and date of a Motor Vehicle's exit from a Parking Station;

(3) Amount of Rent charged;

(4) Value of any discounts to Rent provided;

(5) Amount of Parking Tax collected;

(6) Identity or identification number of the Operator's employee who processed the Transaction.

(c) Each Transaction must be identified in the Log File or Journal Tape by a nonresettable, sequential identification number assigned by the RCE.

(d) RCE must be capable of providing a legible Receipt to an Occupant at the time that the Occupant pays Rent. Pay Stations and cashiers must offer the Occupant a Receipt at the time that the Occupant pays Rent. A Receipt must contain the following information:

(1) Time and date of the entry of the Occupant's Motor Vehicle to the Parking Station;

(2) Time and date of the exit of the Occupant's Motor Vehicle from the Parking Station;

(3) Total amount Operator charged Occupant, including Rent and Parking Tax;

(4) Parking Station address;

(5) Business telephone and address of Operator or Operator's agent responsible for addressing consumer complaints.

(e) Data that is entered to or maintained in a Log File or a Journal Tape must be accessible to the Operator only in a read-only format, so that the Operator, the Operator's employees, and Service Agents cannot delete or alter any of the recorded data. The RCE vendor must disable any RCE data functions that would allow an Operator or its agents or its employees to delete or modify data entered into the RCE.

(f) The Operator shall not alter or attempt to alter the data in a Log File or a Journal Tape.

(g) Every day that the Parking Station is open for business, all information and data received or generated by the RCE that is recorded to a Log File for that day must be replicated or backed-up to a data tape, disk or hard drive or digital data storage medium in a readily accessible read-only format, and said information and data must be maintained in San Francisco by the Operator in that format for not less than 5 years from the date of its creation.

(h) Each day that the Parking Station is open for business, all information and data received or generated by RCE that is recorded to a Journal Tape for that day must be printed out. The Operator must maintain the printed data in San Francisco for not less than 5 years from the date of its creation.

(i) Where the Operator utilizes RCE that includes a computer, a network server, or an Internet-based software or database program, all employees and agents of an Operator, including but not limited to cashiers, attendants, bookkeepers, supervisors and managers, and RCE maintenance personnel, must be individually identified by the RCE, and each Transaction and data entry, including all payments received, Voided Tickets or Cancelled Transactions, and Discount Parking Rent charged, must be attributed to such individual in the Log File. The RCE must also record whenever the RCE software program is altered and by whom.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2206. REQUIREMENTS FOR FLAT RATE PARKING STATIONS.**

The Operator of a Parking Station that provides Flat Rate Parking and does not provide Public Event Parking is not required to comply with Sections 2205(b)(2), 2205(d)(2), and 2205(i) of this Article, but shall comply with all other provisions of Section 2205.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2207. REQUIREMENTS FOR MONTHLY-ONLY PARKING STATIONS.**

(a) The Operator of a Parking Station that only provides parking to Monthly Occupants and never provides any other type or mode of parking is not required to utilize RCE, but shall maintain records of the names and billing addresses of Occupants and the amount of Rent charged, the value of any discounts provided, and the amount of Parking Tax collected from each Occupant. The Operator shall maintain said records in San Francisco for not less than 5 years from the date of their creation.

(b) The Operator must provide each Monthly Occupant with a decal, hangtag or other means of identifying the Occupant's authorization to park in the Parking Station, and the Operator must require that each Occupant utilize the decal or hangtag provided.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2208. REQUIREMENTS FOR UNATTENDED PARKING STATIONS.**

(a) An Operator of a Pay and Display Parking Station must have RCE located within the Parking Station for the prepayment of Rent. The RCE must upon the payment of Rent issue a Parking Ticket or Receipt to the Occupant that states the time and date issued, the amount of Rent prepaid, and the Occupant Period. The Parking Ticket or Receipt must contain a statement instructing the Occupant to display it on the dashboard of his or her vehicle, and must warn the Occupant that his or her vehicle may be towed for failing to display the Parking Ticket or Receipt as required. The Operator shall clearly and conspicuously post a sign at every location where the Occupant pays Rent, which is at least 10 inches by 15 inches in size, and in type at least one inch high and 3/4 inches wide, repeating the aforesaid display instructions and tow warning. Where an Operator has met the requirements of this Section, and the Occupant fails to display the Parking Ticket as directed by the Operator, the Operator may in its discretion tow the vehicle in accordance with California Vehicle Code Section 22658, 22952, 55953 or other applicable law or charge additional Rent. Such additional rent must be clearly stated in the rate posting signage required by Section 2220(b) of this Article.

(b) An Unattended Parking Station that is not a Pay and Display Parking Station must have individually numbered and clearly marked parking spaces. The RCE must upon the payment of Rent issue a Parking Ticket or Receipt to the Occupant that states the time and date issued, the amount of Rent prepaid, and the Occupancy Period. The RCE must be able to record the identification number of the parking space occupied by the Occupant's vehicle to track period of Occupancy.

(c) The Enforcing Agency may issue such rules and regulations as are required to provide for the remote payment of Rent at Unattended Parking Stations through the use of telephones, cellular telephones, smart cards, debit cards or other electronic devices, consistent with the purposes and provisions of this Article.

(d) An Operator of an Unattended Parking Station shall not tow or charge additional Rent to any vehicle that entered the Unattended Parking Station while the RCE was not fully operational and for a period of 8 hours after the RCE is restored to full function.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

### **SEC. 2209. EQUIPMENT REQUIREMENTS FOR PUBLIC EVENT PARKING STATIONS.**

(a) An Operator of a Public Event Parking Station shall at each vehicle entrance to the Parking Station utilize an Automatic Vehicle Counter to record every vehicle entering the Parking Station for purposes of parking.

(b) Automatic Vehicle Counters shall display the total number of vehicles that entered the Parking Station utilizing a non-resettable mechanical or electronic counter.

(c) An Operator of a Public Event Parking Station shall provide a Parking Ticket to each Occupant upon entry to the Parking Station, and the Operator shall instruct the Occupant to place the Parking Ticket on the dashboard of the vehicle or other conspicuous place in the vehicle. Every Parking Ticket must display a unique, preprinted sequential identification number, the date of the event, and the address of the Parking Station.

(d) Automatic Vehicle Counters used in a Public Event Parking Station must be capable of issuing a Journal Tape or Log File report or other record of the number of vehicles that entered the Parking Station at the point where the Automatic Vehicle Counter was located. The Automatic Vehicle Counter must state on the report the date of the activities reported and the time period in which it was in operation.

(e) The Operator of a Public Event Parking Station must reconcile the number of vehicles registered by Automatic Vehicle Counters with the number of Parking Tickets issued to Occupants for every day that the Parking Station provides public event parking. An Operator must document and explain in writing any discrepancies or differences between the total number of Parking Tickets used and the number of vehicles counted by the Automatic Vehicle Counters.

(f) The Operator of a Public Event Parking Station must retain the documentation of the number of Parking Tickets used and any written explanation of the difference between the number of Parking Tickets used and the number of vehicles counted by its Automatic Vehicle Counters for not less than 5 years from the date of the public event.

(g) Notwithstanding the requirements of Section 2212 of this Article, a Public Event Parking Station is not required to accept electronic payment of Rent.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

## **SEC. 2210. EQUIPMENT REQUIREMENTS FOR VALET PARKING STATIONS.**

An Operator of a Valet Parking Station that charges Rent at a flat rate and does not charge Rent to any Occupant by the hour or the fraction of an hour is not required to comply with Sections 2205(b)(1), 2205(b)(2), 2205(d)(1), 2205(d)(2), and 2205(i) of this Article, but shall comply with all other provisions of Section 2205. An Operator that provides valet services and charges Rent for Occupancy by the hour or the fraction of an hour is subject to all provisions of Section 2205. The requirements of this Article as to Valets are in addition to and do not alter the requirements set out in Section 853 of this Code, Sections 1216 through 1223 inclusive of Article 17 of the Police Code, or other applicable ordinances. An Operator that provides Attendant Parking is not subject to the exemptions of this Section.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 292-10, File No. 101100, App. 11/18/2010)

## **SEC. 2211. MULTIPLE OPERATIONS PARKING STATIONS.**

The Operator shall comply with all applicable provisions of this Article at all times. In particular, Operator shall meet the specific requirements of this Article applicable to different Parking Station operation modes, such as Attended Lot Parking Station, Unattended Parking Station, Flat Rate Parking Station, and Public Event Parking Station, during any time that such Parking Station is being operated in such mode.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

## **SEC. 2212. NEW PARKING TECHNOLOGY.**

The Enforcing Agency, by exercise of its rulemaking authority under this Article, may issue rules, determinations and interpretations consistent with the purposes of this Article as may be necessary and appropriate to apply or enforce this Article relating to new or emerging technologies applicable to RCE.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

## **SEC. 2213. ELECTRONIC PAYMENT.**

Unless specifically exempted in this Article, an Operator must accept electronic payment of Rent through a credit card, bank debit card, smartcard, or other means of electronic money transfer widely used by or generally available to the public.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

## **SEC. 2214. MAINTENANCE AND REPAIR OF REVENUE CONTROL EQUIPMENT.**

An Operator may maintain and repair its RCE itself or use Service Agents. An Operator's utilization or reliance upon Service Agents shall not relieve the Operator of its ultimate

responsibility for ensuring that RCE is installed in the Parking Station, is functioning correctly, and that said RCE complies with the requirements of this Article during all times that the Parking Station provides parking in exchange for Rent.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

**SEC. 2215. MANUAL REVENUE CONTROL PROCEDURES REQUIRED WHEN REVENUE CONTROL EQUIPMENT IS NOT OPERATIONAL.**

(a) During any time that RCE is not functioning, the Operator may continue to operate the Parking Station subject to the following conditions:

(1) The Operator and/or the Operator's agent shall not tow any vehicle that entered the Parking Station during the time that the RCE is unable to issue legible Parking Tickets or legible Receipts and for 8 hours after the RCE is restored to full function.

(2) The Operator shall manually record in ink on preprinted sequentially numbered tickets the following information:

(A) Time and date of the entry of the Occupant's Motor Vehicle to the Parking Station;

(B) Time and date of the exit of the Occupant's Motor Vehicle from the Parking Station;

(C) Total amount Operator charged Occupant, including Rent and Parking Tax;

(D) Parking Station address;

(E) Business telephone and address of Operator or Operator's agent responsible for addressing consumer complaints.

(3) The Operator shall maintain a log written in ink recording the dates and times and reasons that it utilized manual revenue control procedures. The Operator shall maintain said log and all manually issued Parking Tickets for not less than 5 years after their creation.

(4) The Operator shall issue to every Occupant an individually and sequentially numbered Receipt stating the date, the Occupancy Period, and the amount charged, including Rent and Parking Tax.

(b) The Operator shall use good faith efforts to maintain and repair the RCE so that it operates in conformance with the requirements of this Article. If malfunctioning RCE is not restored to full function within 72 hours of the time that it ceased to operate in conformance with this Article (excluding Sundays and holidays if the Operator uses a service repair company), the Enforcing Agency may determine that the Operator has not made a good faith effort to maintain or repair the RCE and is in willful violation of this Article. A determination that the Operator has not attempted in good faith to maintain RCE or repair malfunctioning RCE may be rebutted by the



Operator's presentation of proof, that the Enforcing Agency in its sole and absolute discretion deems to be credible, to establish the Operator's good faith efforts to maintain or repair the RCE.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2216. INSPECTIONS OF PARKING STATIONS.**

The Enforcing Agency may conduct periodic inspections of Parking Stations to ensure that Parking Stations have operational RCE that meets the requirements of this Article.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2217. RESERVED.**

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; repealed by Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2218. REQUIRED BUSINESS PRACTICES FOR ALL PARKING STATIONS.**

(a) **Auditable Record.** An Operator shall implement and utilize appropriate business practices that, in conjunction with RCE, create an auditable record of the following information for each Occupant:

- (1) Rent charged and paid;
- (2) Rent discount, if given;
- (3) Occupancy Period (or entry and exit times) for Rent charged;
- (4) Parking Tax collected.

(b) **Maintenance of Parking Tickets.** An Operator must keep in San Francisco each issued or cancelled Parking Ticket for not less than 5 years from the date the Parking Ticket was issued. Parking Tickets must be provided to any City auditor or other auditor authorized by the Enforcing Agency immediately upon request.

(c) **Maintenance of Log Files.** An Operator shall keep in San Francisco each Log File in an accessible read-only electronic storage format, for not less than 5 years from the date of the earliest Transaction recorded in said Log File. An Operator must also maintain a printout of all Log Files for not less than 5 years. Upon request, the Operator shall immediately provide to any City auditor or other auditor authorized by the Enforcing Agency, the Log File in an electronic format readable by the City.

(d) **Maintenance of Journal Tapes.** An Operator shall keep in San Francisco each Journal Tape for not less than 5 years from the date of the earliest Transaction recorded in said Journal Tape. The Journal Tape must be provided to any City auditor or other auditor authorized by the Enforcing Agency immediately upon request.

(e) **Improper Use of Discount Parking.** An Operator that provides Discount Parking or Flat Rate Parking must establish business practices and control measures to prevent its employees and managers from using a discount Parking Ticket to avoid reporting the full amount of Rent collected or to avoid remitting the correct amount of Parking Tax due.

(f) **Reconciliation of Records.** No less than monthly, for every day that the Parking Station provides parking to the public in exchange for Rent, an Operator shall reconcile the number of Parking Tickets issued with the number of vehicles that the RCE recorded as having entered the Parking Station, and shall create a Periodic Report setting out that information.

(g) **Training in Use of RCE.** An Operator shall train its employees and managers in the required uses of RCE, including but not limited to: recording Transactions; maintaining Parking Tickets, Log Files, and Journal Tapes; and reconciling the count and identification numbers of Parking Tickets used with the number of vehicles that parked in the Parking Station and the amount of Rent received in any given period.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

#### **SEC. 2219. TITLE AND PURPOSE.**

This Ordinance shall be known as the "Revenue Control Equipment Compliance Fee Ordinance" and the Fee imposed herein shall be known as the "Revenue Control Equipment Compliance Fee" or "Fee." The purpose of this Fee is to recover the City's costs to ensure that all parking operators meet the requirements of Article 22.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

#### **SEC. 2219.5. IMPOSITION OF REVENUE CONTROL EQUIPMENT COMPLIANCE FEE.**

The City hereby imposes an annual Revenue Control Equipment Compliance Fee of \$500 on each Parking Station that is subject to the RCE requirements set forth in this Article 22.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

#### **SEC. 2219.6. COLLECTION AND ENFORCEMENT.**

(a) The Revenue Control Equipment Compliance Fee shall be due annually to the Tax Collector and shall be remitted by the Operator as a part of the last quarterly parking tax return.

(b) The Fee is payable, when due, at the office of the Tax Collector, and if not paid within 30 days after the same becomes due, the Tax Collector shall add 10 percent to the amount of the Fee as a penalty for nonpayment. If the Fee is not paid within 60 days after the same becomes due, the Tax Collector shall add 15 percent to the amount of the Fee as a penalty for nonpayment. If the Fee is not paid within 90 days after same becomes due, the Tax Collector shall add 25 percent to the amount of the Fee, as a penalty for nonpayment; provided, however, when an Operator has failed for a period of six months or more to pay the fee, and has allowed the fee to become delinquent for this or a longer period, the Tax Collector shall, in such instance, impose a penalty of 25 percent on the total amount of the Fee delinquent and refer the Operator to the Bureau of Delinquent Revenue for further collection and enforcement.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

#### **SEC. 2219.7. EXEMPTIONS.**

(a) **Exemption.** The Fee shall not apply to any Parking Station that is exempt from the requirements of Article 22, pursuant to Section 2202, or that is registered and eligible for parking tax simplification, pursuant to **Article 9**, Section 609 of the Business and Tax Regulations Code.

(b) **Inspection and Audit.** The Tax Collector may inspect or audit any claim for exemption from the Fee to determine whether or not the Parking Station is exempt from the Fee.

(c) **Notice of Change in Status.** Any Operator who claims an exemption to Fee payment must notify the Tax Collector in writing within 10 days of when that Parking Station no longer qualifies for the exemption, if applicable.

(d) **Penalties for Establishments That Falsely Claim to Qualify for Exemption.** Any Operator that claims an exemption and is found by the Tax Collector not to be entitled to the exemption and to have falsely claimed the exemption without reasonable grounds, Operator shall be subject to a penalty of \$100. The Tax Collector may impose the penalty by written citation. Any Operator that disputes the Tax Collector's determination under this Section may appeal to the Tax Collector in writing according to the provisions of Article 6, Section 6.19-8.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010; amended by Ord. [209-12](#), File No. 120631, App. 9/28/2012, Eff. 10/28/2012)

#### **SEC. 2219.8. AUTHORITY TO ADOPT RULES AND REGULATIONS.**

(a) The Tax Collector may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this Section 2219 et seq.

(b) Failure or refusal to comply with any rules and regulations promulgated under this Section shall be a violation of and subject to the penalties of this Section.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

**SEC. 2219.9. FEE TO BE DEPOSITED IN THE GENERAL FUND.**

(a) The Fee shall be deposited in the General Fund.

(b) **Use of Funds.** The proceeds of the Fee shall be used solely for costs incurred by, or on behalf of, the City and County of San Francisco, to administer and enforce Article 22.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

**SEC. 2219.10. SEVERABILITY.**

If any of the provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter, including the application of such part or provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

**SEC. 2219.11. EFFECTIVE/OPERATIVE DATES.**

This Section shall become effective upon passage, except that the Fee imposed by this Section shall become operative and be imposed on October 1, 2010, and shall not apply before that date.

(Added by Ord. 172-10, File No. 100711, App. 7/23/2010)

**SEC. 2220. CONSUMER PROTECTION.**

(a) **Public Complaints.** The Enforcing Agency shall receive complaints from members of the public as to an Operator's failure to comply with the provisions of this Article. Where the Enforcing Agency determines that an Operator may have violated the terms of this Article, in addition to any other action that the Enforcing Agency may take pursuant to this ordinance, the Enforcing Agency will notify the District Attorney so that it may pursue its own investigation and take appropriate action. Whenever a written or oral complaint is made to the Enforcing Agency that there has been a violation of this Article, the Enforcing Agency shall refer the complaint to the District Attorney's Office and may also investigate the complaint or allegation itself or refer the matter to the City Attorney.

(b) **Rates Posted.** The Operator shall post the rates for Rent in effect at the time the Occupant enters the Parking Station at the entrance to the Parking Station, and at every place where the Occupant pays Rent, including cashiers booths and Pay Stations. An Operator shall not charge an Occupant more than the Rent posted for the Occupant's actual Occupancy Period. Rent rates shall be posted no further than 8 feet from every entrance of the Parking Station, in a manner and in a typeface that can be easily read from a distance of 4 feet.

(c) **Notice to Occupants of Receipt Requirement.** In addition to the signage requirements of California Vehicle Code Section 22658 and other applicable sections of that Code, the Operator shall post a clear and conspicuous sign at every vehicle entrance to the Parking Station and at every location where Occupants pay Rent that informs Parkers of the Operator's obligation to provide a Receipt when requested and providing phone numbers to contact the Parking Facility's manager and the Enforcing Agency.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2221. RESERVED.**

**SEC. 2222. RESERVED.**

**SEC. 2223. RESERVED.**

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; repealed by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2224. RESERVED.**

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; repealed by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2225. ENFORCEMENT.**

(a) The Enforcing Agency, the District Attorney, the Police Department and the City Controller or authorized representatives of those agencies shall have the authority to inspect Parking Stations, RCE, RCE Records, and books of account to ensure that an Operator is in compliance with this Article, that all required RCE is functioning as required by this Article, and that Rent and Parking Taxes are accurately reported and collected.

(b) In enforcing the provisions of this Article, the Enforcing Agency may use all authority granted to it by law, including but not limited to its authority to audit and inspect, investigate, attach liens, revoke licenses, revoke certificates of registration, revoke certificates of authority, issue administrative citations, and seize and sell property under the Business and Tax Regulations Code.

(c) The Enforcing Agency is authorized to promulgate regulations and issue rules, interpretations, and determinations consistent with the purposes of this Article as may be necessary and appropriate to implement or enforce the provisions of this Article.

(d) An Operator is strictly liable for the acts of its employees, managers, and agents that violate any provision of this Article.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2226. CIVIL PENALTIES.**

(a) **Civil Penalties and Enforcement.** Violation of this Article shall be subject to a civil penalty of up to \$25,000 per violation. In addition to the enforcement authority and powers granted to the Tax Collector in the San Francisco Business and Tax Regulations Code, the City and County of San Francisco may initiate a civil action against any person to compel compliance or to enjoin violations of this Article.

(b) **Recovery of Attorneys' Fees.** If the City and County of San Francisco initiates a civil action against any person to compel compliance or to enjoin violations of this Article, at the time the action is filed, the City may elect to seek recovery of attorneys' fees and costs incurred in that enforcement action. Where the City makes this election, the prevailing party shall be entitled to recover attorneys' fees. In no event shall the award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action.

(Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2227. RESERVED.**

**SEC. 2228. RESERVED.**

**SEC. 2229. CONSUMER ACTION AND RELIEF.**

An Occupant may bring an action against an Operator and/or an Operator's employee or agent who fails to provide a Receipt upon request or who charges the Occupant Rent based on an inaccurate statement of duration of Occupancy and may recover from the Operator any or all of the following: (1) an order enjoining the violation; (2) civil damages; (3) punitive damages, if the court determines that the violation was willful; and (4) any other relief that the court deems proper. The court shall award court costs and attorneys' fees to a prevailing private plaintiff in litigation filed under this Section.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2230. CRIMINAL PENALTIES.**

(a) It shall be a misdemeanor to violate the requirements of Sections 2218 or 2220 of this Article, or of Section 604(a) of this Code.

(b) Nothing in this Article shall preclude the District Attorney from prosecuting violations of the provisions of this Article as a felony under applicable state law.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2231. CUMULATIVE REMEDIES.**

Unless otherwise expressly provided, the remedies, penalties and procedures provided under this Article are cumulative and are not intended to be exclusive of any other available remedies, penalties and procedures.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

**SEC. 2232. LIMITATION OF ACTIONS.**

Unless otherwise provided by state law, any criminal, civil, or administrative action brought under this Article shall be commenced not more than 4 years from the date of the Transaction, except for fraud in which case Section 6.11-2 of the Business and Tax Regulations Code shall apply.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2233. COOPERATION WITH CITY AGENCIES.**

An Operator and its owners, managers, and employees must cooperate with the Enforcing Agency or any other City agency having an interest in the operation of the Parking Station, including but not limited to City auditors, the District Attorney's Office, and any other City officials, employees or agents assigned by ordinance, regulation or authorized by the Enforcing Agency to administer or implement this Article, by providing immediate access to all RCE, RCE Records, Parking Tickets, books and records of accounts, and other documentation regarding an Operator's receipt of Rent, remittance of Parking Taxes, and compliance with this Article and the Business and Tax Regulations Code.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; amended by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2234. CITY GARAGES.**

Nothing in this Article shall limit the authority of the City and County of San Francisco or the Parking Authority of the City and County of San Francisco to administer and manage Parking Stations under their respective jurisdiction or control or to establish revenue control requirements for those Parking Stations that are more restrictive than the provisions of this Article.

**SEC. 2235. RESERVED.**

**SEC. 2236. RESERVED.**

**SEC. 2237. RESERVED.**

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006; repealed by Ord. 292-10, File No. 101100, App. 11/18/2010)

**SEC. 2238. SEVERABILITY.**

If any part of this Article or the application thereof to any person or circumstances is held invalid, then the remainder of this Article, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)



## **ARTICLE 9: TAX ON OCCUPANCY OF PARKING SPACE IN PARKING STATIONS**

### **[San Francisco Business and Tax Regulations Code](#)**

- Sec. 601. Additional Definitions.
- Sec. 602. Imposition and Rate of Tax.
- Sec. 602A. Charges Subject to Tax.
- Sec. 602.5. Imposition of a 10-Percent Surcharge.
- Sec. 603. Occupant to Pay Tax to Operator.
- Sec. 604. Collection of Tax by Operator; Receipt to Occupant; Rules for Collection Schedules.
- Sec. 605. Unlawful Advertising Regarding Tax.
- Sec. 606. Additional Exemptions.
- Sec. 607. Operator Certification of Revenue Control Equipment, RCE Record Review, and Unaccounted Ticket Ratio.
- Sec. 608. Special School Parking Event Permits.
- Sec. 609. Parking Space Occupancy Tax Simplification for Residential Properties.
- Sec. 615. Administration.

#### **SEC. 601. ADDITIONAL DEFINITIONS.**

When used in this Article the following terms shall mean or include:

(a) **Operator.**" Any person operating a parking station in the City and County of San Francisco, including but not limited to, the owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such parking station. A person who otherwise qualifies as an operator as herein defined shall not, by reason of the fact that he was exempt from the tax herein imposed, be exempted from the obligations of an operator hereunder.

(b) **Occupant.**" A person who, for a consideration, uses, possesses or has the right to use or possess any space for the parking of a motor vehicle in a parking station under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

(c) **Occupancy.**" The use or possession or the right to the use or possession of any space for the parking of a motor vehicle in a parking station.

(d) **Parking Station.**" The term "parking station" shall include, but is not limited to:

(1) Any outdoor space or uncovered plot, place, lot, parcel, yard or enclosure, or any portion thereof, where motor vehicles may be parked, stored, housed or kept, for which any charge is made;

(2) Any building or structure, or any portion thereof in which motor vehicles may be parked, stored, housed or kept, for which any charge is made.

(e) **Motor Vehicle.**" The term "motor vehicle" includes every self-propelled vehicle operated or suitable for operation on the highway.

(f) **Rent.**" The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant without any deduction therefrom whatsoever.

(g) **Parking Meter.**" Any device which, when the recording device thereof is set in motion, or immediately following the deposit of any coin, shall register the period of time that any motor vehicle may be parked adjacent thereto.

(Amended by Ord. 9-71, App. 1/21/71; Ord. 231-91, App. 6/12/91; Ord. 20-98, App. 1/16/98)

## **SEC. 602. IMPOSITION AND RATE OF TAX.**

Subject to the provisions of this Article, there is hereby imposed a tax of 15 percent for the rent of every occupancy of parking space in a parking station in the City and County.

(Amended by Ord. 453-77, App. 10/13/77; Ord. 20-98, App. 1/16/98)

## **SEC. 602A. CHARGES SUBJECT TO TAX.**

The term "rent," as defined in Section 601(f), shall be deemed to include the total charges required to be paid by an occupant (including but not limited to, any separately stated valet or service labor charge) in connection with the use or occupancy of parking space; provided that nothing herein shall require the payment of parking tax on the sale of petroleum products, automobile parts, or the like, or the rendering of services (including car-wash services) totally unconnected with the use or occupancy of parking space. The Board of Supervisors hereby declares its intent that from its initial enactment, the parking tax was intended to include and exclude the charges set forth in this Section 602A. The Board of Supervisors further declares that the addition of this Section 602A is not intended to make any substantive change in the Parking Tax Ordinance, but is enacted for clarification purposes only.

(Added by Ord. 74-72, App. 4/3/72; amended by Ord. 20-98, App. 1/16/98)

**SEC. 602.5. IMPOSITION OF A 10-PERCENT SURCHARGE.**

There shall be an additional tax of 10 percent on the rent of every occupancy parking space in a parking station in the City and County of San Francisco on and after July 1, 1980. The total tax on the rent of every occupancy after the effective date of this surcharge shall be 25 percent.

When rent is paid, charged, billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax of 15 percent herein imposed to the extent that it covers any portion of the period prior to July 1, 1980, and to the tax of 15 percent herein plus the amount of surcharge imposed to the extent that it covers any portion of the period on and after July 1, 1980, and such payment, charge, bill or rent due shall be apportioned on the basis of the ratio of the number of days falling within said periods to the total number of days covered thereby. Where any tax has been paid hereunder upon any rent without any right of occupancy therefor, the Tax Collector may by regulation provide for credit or refund of the amount of such tax upon application therefor as provided in this Code.

The surcharge tax so collected shall be deposited in the General Fund subject to appropriation pursuant to the budget and fiscal provisions of the Charter.

By adopting this ordinance the People of the City and County of San Francisco do not intend to limit or in any way curtail any powers the Board of Supervisors may exercise as to the subject matter of this ordinance, including, but not limited to, raising the rate of taxation or surcharge, lowering the rate of taxation or surcharge, eliminating the tax or surcharge, or creating or defining new categories of taxpayers under this ordinance.

(Added by Proposition R, App. by voters 6/30/80; amended by Ord. 20-98, App. 1/16/98)

**SEC. 603. OCCUPANT TO PAY TAX TO OPERATOR.**

Unless prohibited by the laws of the United States, the State of California, or exempted by the provisions of this Article, every occupant occupying parking space in a parking station in this City and County shall be required to pay the tax imposed herein to the operator along with the rent for occupancy. This obligation is not satisfied until the tax has been paid to the City and County, except that a receipt indicating payment of the rent from an operator maintaining a place of business in this City and County or from an operator who is authorized by the Tax Collector to collect the tax shall be sufficient to relieve the occupant from further liability for the tax to which the receipt refers.

(Amended by Ord. 395-84, App. 9/20/84)

**SEC. 604. COLLECTION OF TAX BY OPERATOR; RECEIPT TO OCCUPANT; RULES FOR COLLECTION SCHEDULES.**

(a) Every Operator maintaining a place of business in this City and County as provided in Section 603 herein, and Renting parking space in a Parking Station in this City and County to an Occupant who is not exempted under Section 606 or Section 608 of this Article or elsewhere in

this Code, shall at the time of collecting the Rent from the Occupant, collect the Parking Tax from the Occupant and on demand shall give to the Occupant a Receipt that meets the requirements of **Article 22** of this Code. In all cases in which the Parking Tax is not collected by the Operator, as aforesaid, the Operator shall be liable to the Tax Collector of the City and County for the amount of Parking Tax due on the amount of taxable Rent collected from the Occupant under the provisions of this Article the same as though the Parking Tax were paid by the Occupant. In all cases of transactions upon credit or deferred payment, the remittance or payment of Parking Tax to the Tax Collector may be deferred in accordance therewith, and the Operator shall be liable therefore at the time and to the extent that such credits are paid or deferred payments are made in accordance with the rate of tax owing on the amount thereof.

(b) Unless the Operator can provide an explanation or other sufficient proof that the Enforcing Agency in its sole discretion deems to be credible to establish the validity of a claim for a Lost Ticket or an otherwise Unaccounted Ticket (as those terms are defined in Section 2201 of **Article 22** of this Code), every Lost Ticket and Unaccounted Ticket shall be considered as a full value Parking Ticket for which the Operator is liable for transmitting to the City the full value of the Parking Tax and surcharge required under this Code applicable to the highest maximum daily rate charged for any parking space without discount, except that an Operator shall be allowed an Unaccounted Ticket Ratio of 1.5 percent for each Parking Station that it operates (as that term is defined and used in **Article 22** of this Code) in a reporting period, for which the Operator may not be liable for failure to remit the Parking Tax.

(c) The Operator shall have the burden of explaining and establishing the validity of Lost Tickets and Cancelled Transactions, as those terms are defined in **Article 22** of this Code. The Enforcing Agency may consider a verifiable statement signed by the Occupant claiming a Lost Ticket that includes the Occupant's name, address, telephone number, the Occupant's Motor Vehicle license plate number, the time of entry and the time of exit as sufficient proof of a valid Lost Ticket transaction. An Operator shall maintain a log of all Lost Tickets and Cancelled Transactions. The Enforcing Agency may consider in its sole and absolute discretion an Operator's log of Cancelled Transactions or Lost Ticket transactions that includes the cashier or attendant's name and/or Log File identification number who processed the Transaction, the date and time of the Transaction, and a credible reason for processing the transaction as a Lost Ticket transaction.

(d) The Tax Collector shall have the power to adopt rules and regulations prescribing methods and schedules for the collection and payment of the tax and such methods and schedules shall provide that the fractional part of 1 cent shall be disregarded unless it amounts to  $\frac{1}{2}$  of 1 cent or more, in which case the amount (determined without regard to the fractional part of 1 cent) shall be increased by 1 cent.

(Amended by Ord. 395-84, App. 9/20/84; Ord. 20-98, App. 1/16/98; Ord. 234-06, File No. 060892, App. 9/14/2006; Ord. 291-10, File No. 101099, App. 11/18/2010; Ord. [189-12](#), File No. 120407, App. 9/11/2012, Eff. 10/11/2012)

**SEC. 605. UNLAWFUL ADVERTISING REGARDING TAX.**

It shall be unlawful for any operator to advertise or hold out or state to the public or to any occupant, directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rental of the parking space, or that, if added, it or any part thereof will be refunded.

(Added by Ord. 286-70, App. 8/28/70)

**SEC. 606. ADDITIONAL EXEMPTIONS.**

No tax shall be imposed hereunder:

(1) On the rent for any occupancy or parking space in parking stations wherein the rent for such occupancy is paid by the deposit of a coin or coins in a parking meter owned or operated by the City and County and located adjacent to said parking space;

(2) On the rent for any occupancy of parking space in parking stations which are a part of residential or hotel premises, provided the occupant of said parking space is a resident or a registered guest of said premises;

(3) On the rent for any occupancy of parking space by registered hotel guests in parking stations not located on the hotel premises if no charge is made to the registered guest or if such charge is added to the room bill of the registered guest and paid by him to the hotel, provided that proper records are maintained by both the hotel and the operator which accurately reflect such exemption parking activity;

(4) On the rent for any occupancy of parking space in parking stations where:

(a) The motor vehicle occupying said parking space is owned by an individual person who is on active duty in some branch of the United States military service; and

(b) The motor vehicle is stored for not less than 75 days; provided that the operator submits, at the time the return required by this ordinance is due, a declaration under penalty of perjury, a form to be furnished by the Tax Collector, verifying the facts necessary for this exemption.

(Amended by Ord. 296-72, App. 10/13/72; Ord. 20-98, App. 1/16/98)

**SEC. 607. OPERATOR CERTIFICATION OF REVENUE CONTROL EQUIPMENT, RCE RECORD REVIEW, AND UNACCOUNTED TICKET RATIO.**

(a) **Definitions.** The terms used in this Section shall have the meaning given to them in Section 2201 of this Code.

(b) **Operator's RCE Certification.** Concurrent with remittance of Parking Taxes to the City pursuant to Business and Tax Regulations Code Section 6.7-1, an Operator shall certify in writing under penalty of perjury that it has utilize RCE that complies with the applicable provisions of **Article 22** of this Code during the period for which the Operator remits the Parking Taxes. If the Operator remits Parking Taxes to the City on a monthly basis, then the Operator shall certify that during the immediately preceding month it utilized RCE that complies with all applicable provisions of this Article. If the Operator prepays estimated Parking Taxes, then the Operator shall certify with its prepayment that it has utilized RCE that complies with all applicable provisions of this Article during the preceding prepayment period.

(c) **Operator's RCE Records Review Certification.** Concurrent with remittance of Parking Taxes to the City pursuant to Business and Tax Regulations Code Section 6.7-1, an Operator shall also certify in writing under penalty of perjury that it has reviewed the RCE Records, as defined at Section 2201(b) of this Code, as to amounts of gross revenue, Rent received, Parking Tax collected and remitted, discounts provided, and Unaccounted Ticket Ratio for each Parking Station that it operated in the period reported. The Operator shall further certify that it has reconciled those RCE Records with its books and records of accounts of Rent received and Parking Tickets used, such that the Operator's certifications made under this Article are informed and correct.

(d) **Operator's Unaccounted Ticket Ratio Certification.** Concurrent with remittance of Parking Taxes to the City pursuant to Business and Tax Regulations Code Section 6.7-1, on a form provided by the Tax Collector, an Operator shall state the Unaccounted Ticket Ratio for the reporting period, and shall certify in writing under penalty of perjury that the stated ratio is accurate. The Unaccounted Ticket Ratio shall be calculated as follows. The number of Unaccounted Tickets for a reporting period is calculated separately for each Parking Station operated by the Operator as the sum of Inventory at the start of the reporting period and the Issued Tickets for that period, less the Voided Tickets for that period, less the Collected Tickets for that period. The Unaccounted Ticket Ratio is calculated as the number of Unaccounted Tickets for a particular Parking Station for that period divided by the number of Issued Tickets for that period, with the resulting quotient multiplied by 100 and expressed as a percentage of Issued Tickets.

(Added by Ord. 234-06, File No. 060892, App. 9/14/2006)

## **SEC. 608. SPECIAL SCHOOL PARKING EVENT PERMITS.**

(a) **Findings.** The Board of Supervisors of the City and County of San Francisco hereby finds and determines that:

(1) San Francisco Business and Tax Regulations Code Articles 6, 9 and 22 require that Occupants of Parking Stations pay a 25 percent tax that is collected and remitted to the City by parking Operators. Operators must register with the City and meet other parking Operator requirements.

(2) San Francisco Police Code Section 1215 requires that Commercial Parking Operators obtain an annual permit.

(3) Special parking events on San Francisco Unified School District (SFUSD) property, operated by the volunteers of non-profit organizations, such as Parent Teacher Associations and Parent Teacher Organizations constitute a beneficial activity to supplement SFUSD school revenues that have been drastically reduced by State budget cuts.

(4) Requiring parent volunteers to register as parking Operators is a burden on the volunteer organizers of these events who are staging them for the sole benefit of the SFUSD schools.

(5) Therefore, in order for volunteer organizers to be able to reap the full benefit of their efforts and help the schools to better meet the needs of their students, the San Francisco Business and Tax Regulations Code and Police Code are amended to provide for Special School Parking Event Permits.

(b) No tax shall be imposed hereunder on Rent for the occupancy of parking space in parking stations at special school parking events, provided that the following requirements are met:

(1) The parking activity is conducted on San Francisco Unified School District ("SFUSD") property.

(2) The parking activity is conducted by a volunteer led organization having a formally recognized exemption from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(3) One hundred percent of the earnings from the parking activity are for the sole benefit of San Francisco public schools. No part of the organization's earnings from the parking activity may inure to the benefit of any private shareholder or individual.

(4) The organization holds a Special School Parking Event Permit issued by the Tax Collector to conduct the parking activity, which must be publicly displayed during the operation of the parking activity.

(5) The gross revenue from the special school parking event does not exceed \$10,000.

(c) The Tax Collector or designee may issue up to a maximum of 150 Special School Parking Event Permits annually on a first come, first served basis, to the President, Chief Administrative Officer, or the equivalent of the Second District PTA, for distribution to qualifying organizations, for the purpose of conducting special school parking events that meet the requirements of this Section. Each permit may be used to conduct only one special school parking event. Special School Parking Event Permits are not transferrable and shall be valid only during the calendar year in which they are issued. Any organization conducting a special school parking event must in advance of the event notify the Tax Collector of the date and location of the special school parking event and must have the permit available for inspection on-site during the event.

(d) The Tax Collector shall prescribe the form of the Special School Parking Event Permit application. The Tax Collector or his or her designee shall determine whether an organization meets the requirements of this Section and is eligible to receive a permit. The Tax Collector shall not charge any fee to apply for or obtain a Special School Parking Event Permit.

(1) The Second District PTA shall keep and preserve business records, and make them available to the Tax Collector or his or her designee as may be necessary to determine the organization's eligibility and use of the Special School Parking Event Permits, including all local, state and federal tax returns of any kind, for a period of 5 years from the date the permit is issued.

(2) The Second District PTA shall submit annual returns on a form prescribed by the Tax collector. Required data shall include the number of permits received from the Tax Collector, the number of special school parking events conducted and the date of each event, the rate charged for parking at each event, and the dollar value of gross revenues for each event.

(3) Upon the request of the Tax Collector or his or her designee, the Second District PTA shall produce such business records at the Tax Collector's Office during normal business hours for inspection, examination, and copying. Refusal to allow full inspection, examination, or copying of such records shall subject the organization to revocation of any existing permits and disqualify it from eligibility for Special School Parking Event Permits in the future.

(e) An organization that collects Rent for occupancy of parking space for a special school parking event pursuant to this Section 608 shall also be exempt from the requirement to obtain a certificate of authority from the Tax Collector pursuant to Section 6.6-1(a) of Article 6, or to execute a parking tax bond pursuant to Section 6.6-1(g) of Article 6, provided that the Operator demonstrates to the satisfaction of the Tax Collector that it meets all of the requirements in Section 608(a).

(f) An organization that collects Rent for occupancy of parking space for a special school parking event pursuant to this Section 608 shall be exempted from the Revenue Control Equipment requirements in **Article 22** of this Code.

(g) For each year for which the Special School Parking Event Permits authorized under this Section 608 are available, the Tax Collector shall submit an annual report to the Board of Supervisors that sets forth aggregate information regarding the dollar value of the gross revenues taken in each year, the number of permits issued, and the parking tax revenue foregone.

(h) **Termination Date.** The exemption granted in this Ordinance shall expire by operation of law on December 31, 2015, and the City Attorney shall cause it to be removed from future editions of the Business and Tax Regulations Code unless the Board of Supervisors or the voters extends the exemption prior to December 31, 2015. If the exemption in this Section expires under this subsection (h), the Tax Collector shall not issue any Special School Parking Event Permits after that expiration date.



(i) **Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

(Added by Ord. [189-12](#), File No. 120407, App. 9/11/2012, Eff. 10/11/2012)

(Former Secs. 608-608.8 added by Ord. 234-06, File No. 060892, App. 9/14/2006; repealed by Ord. 291-10, File No. 101099, App. 11/18/2010)

## **SEC. 609. PARKING SPACE OCCUPANCY TAX SIMPLIFICATION FOR RESIDENTIAL PROPERTIES.**

### **(a) Findings.**

(1) San Francisco's parking tax generates revenue for the City's general fund, which in turn funds the provision of many vital services for residents.

(2) Any person who rents parking space in a Parking Station, as defined in Article 9 of the Business and Tax Regulations Code, must collect parking tax from the individual parking the car and remit it to the City. Current City law treats large commercial operators of garages and small property owners the same for purposes of this tax.

(3) It is estimated that hundreds, if not thousands, of small property owners rent at least one parking space to non-residents, but do not register with the City or collect and remit parking tax.

(4) Many small property owners are ignorant of the legal requirements.

(5) Some small property owners may wish to comply with the law, but fear substantial tax liabilities, including penalties and interest, and therefore, do not come forward.

(6) The City desires to maximize the collection of required taxes.

(7) Therefore, in order to encourage small property owners to come forward, to register with the City, and to start collecting parking tax, this Ordinance will forgive taxes owed for tax periods ending before April 1, 2011.

(8) The Board of Supervisors finds that by providing a period of amnesty and by simplifying the registration process, many small property owners will begin to comply with the law, resulting in an overall increase in tax revenue remitted to the City.

(b) Notwithstanding any other provision of this Code, the owner or manager of a residential building, that operates a Parking Station that is a part of the residential building and, is located on the same parcel, or within 50 feet of the property line of the building, shall be relieved of certain requirements for Parking Stations as enumerated below, provided the owner or manager

meets all of the requirements of and registers under Subsection (c) below. The aforesaid building owner or manager:

(1) Shall not be required to obtain a certificate of authority from the Tax Collector pursuant to Article 6, Section 6.6-1(a) or to execute a bond pursuant to Section 6.6-1(h), or to comply with any requirement to obtain insurance to operate a Parking Station.

(2) Shall not be required to make monthly tax prepayments pursuant to Section 6.9-3(a)(1), provided that the gross revenues of the Parking Station from Rent collected from individuals that do not reside at the property do not exceed \$4,000 in a quarterly reporting period or \$15,000 annually. At any time that the gross revenues of the Parking Station from Rent exceed \$4,000 during any quarterly reporting period, the building owner or manager must report and file monthly tax prepayments as required by Section 6.9-3(a)(1) beginning with the following month.

(3) Is registered under Subsection (c) below, and if eligible for parking tax simplification for a specific Parking Station, shall not be required to pay the Revenue Control Equipment Compliance Fee in **Article 22**, Section 2219.5 for that Parking Station.

(4) Shall not be required to hold a commercial parking permit under Section 1215(b) of the Police Code.

(c) In order to be eligible for the relief authorized under this Section, the building owner or manager must register for relief using a simple form prescribed by the Tax Collector for that purpose, and provide information required by the Tax Collector. The owner or manager shall demonstrate to the satisfaction of the Tax Collector that the residential property and Parking Station rentals meet all of the following requirements:

(1) No more than 5 spaces in the Parking Station are rented to individuals who do not reside at the residential property.

(2) Spaces are rented to individuals who do not reside at the property on a monthly basis only.

(3) The building owner or manager complies with the Revenue Control Equipment requirements in **Article 22**, Section 2207.

(4) Total gross receipts from the rental of parking space to individuals who do not reside at the property does not exceed \$4,000 in any quarter or \$15,000 annually.

(d) In addition, the owner or manager must:

(1) Maintain documents and records of all parking transactions in a manner acceptable to the Tax Collector. Such documents and records must objectively substantiate any relief claimed under this Section and be provided to the Tax Collector or designee upon request.

(2) Timely file with the Tax Collector annually a parking space occupancy tax return, regardless of the amount of tax liability shown on the return. All returns shall be filed by the due date set forth in Article 6 of the San Francisco Business and Tax Regulations Code.

(3) Any owner or manager who makes a material misrepresentation in a registration or fails to amend a registration within 7 days of a material change or who fails to comply with a rule or regulation promulgated by the Tax Collector in a timely manner shall, in addition to any other liability that may be imposed under the provisions of this Article, be ineligible to claim relief under this Section.

(e) The Office of the Treasurer and Tax Collector may adopt forms, rules and regulations regarding the relief provided under this Section. The Tax Collector shall verify whether the applicant is entitled to the Parking Tax Simplification under this Ordinance.

(f) **Amnesty.**

(1) The building owner or manager who registers for relief under this Section between January 1, 2013 and June 30, 2013 and satisfies the eligibility requirements established in Subsections 609(b) and (c) of this Article shall be eligible for amnesty from all fees, penalties and interest for failure to report and remit parking space occupancy tax due and payable prior to June 30, 2013 and shall, in addition, be eligible for amnesty from all parking space occupancy taxes for the tax periods ending before April 1, 2011, with the following exceptions:

(A) The Tax Collector may not waive any liability owed as a result of any jeopardy determination served on the taxpayer or other person determined to be liable pursuant to Article 6, Section 6.12-1 of this Code or any audit deficiency determination that has been reduced to a written notice of deficiency determination and served on the taxpayer or other person determined to be liable pursuant to Article 6, Section 6.11-2 of this Code prior to the effective date of this Ordinance.

(B) The Tax Collector shall not waive, under the authority of this Article, liabilities that the City has sought in any civil tax collection litigation commenced by the Tax Collector prior to the commencement of the amnesty application period.

(2) The Tax Collector shall waive all taxes, fees, penalties and interest owed for delinquent remittance of parking space occupancy taxes owed under the provisions of Articles 6 and 9 of the Business and Tax Regulations Code, but forgiven under this Section 690(f) <sup>1</sup>, without need to make the findings required under Section 6.17-4.

(3) The Tax Collector shall waive all fees, penalties and interest owed for failure to collect and/or remit parking space occupancy taxes under **Article 22** and Sections 6.17-1, 6.17-2, and 6.17-3 of this Code.

(4) No proceeding to suspend or revoke a business registration certificate pursuant to Section 6.6-1 of this Code shall be initiated based on an owner's or manager's failure to collect or remit parking space occupancy taxes for which the Tax Collector has granted amnesty.

(5) No administrative proceeding or civil or criminal action on behalf of the City and County of San Francisco shall be brought against an owner or manager for any tax period for which the Tax Collector grants amnesty based upon the nonreporting, under-reporting, failure to remit parking space occupancy tax or the nonpayment of or failure to remit any taxes owed under the provisions of **Article 22** of this Code.

(6) If the Tax Collector determines that the person registering for relief under this Section is delinquent in any taxes, fees or penalties owed to the City and County of San Francisco other than the parking tax, that person shall be ineligible to claim the relief under this Subsection (f).

(Added by Ord. [209-12](#), File No. 120631, App. 9/28/2012, Eff. 10/28/2012)

#### **CODIFICATION NOTE**

1. So in Ord. [209-12](#).

#### **SEC. 615. ADMINISTRATION.**

**Authority of Tax Collector Generally; Deposit of Collections to General Fund.** The Tax Collector shall enforce the provisions of this Article and may prescribe, adopt and enforce rules and regulations relating to the administration and enforcement of this Article. The Tax Collector may prescribe the extent to which any ruling or regulation shall be applied without retroactive effects.

The Tax Collector shall transmit all moneys collected pursuant to this Article to the Treasurer for deposit to the General Fund and, subject to the budget and fiscal provisions of the Charter, the collections may be expended for any City purpose.

(Amended by Ord. 433-79, App. 8/24/79; Ord 20-98, App. 1/16/98; Ord. 241-06, File No. 061209, App. 10/4/2006)