THIS PRINT COVERS CALENDAR ITEM NO. : 14

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute an agreement with MacKay Meters, Inc., for the Procurement of Multi-Space Paystations and Support Services, for an amount not to exceed $8 million, and a term of five years, with the option to extend the contract for up to two additional years.

SUMMARY:

- In 2002 the SFMTA procured approximately 500 multi-space paystations, which are currently maintained by the SFMTA's Meter Shop.
- The existing meter technology is outdated, spare parts are no longer available, there is no credit card payment option (except for paystations in the SF*park* Pilot), and systemwide updates cannot be supported.
- Under the proposed agreement, the SFMTA will procure 300 multi-space paystations, with the option to purchase an additional 200 multi-space paystations over the term of the contract. The contract also includes support services: access to the Meter Management System (software applications); credit card processing; communications between the paystations, the credit card processing gateway, and SFMTA databases; product support; and warranty.

ENCLOSURES:
1. SFMTAB Resolution
2. Agreement

APPROVALS: **DATE**

DIRECTOR   _____   __9/10/13__

SECRETARY _____   __9/10/13__

ASSIGNED SFMTAB CALENDAR DATE: September 17, 2013

PURPOSE

The purpose of this item is to request that the SFMTA Board authorize the Director of Transportation to enter into an agreement with MacKay Meters, Inc., for the Procurement of Multi-Space Paystations, for an amount not to exceed $8 million and a term of five years, with the option to extend the contract for up to two additional years.

GOAL

This RFP will assist the SFMTA in meeting Strategic Goal 3: Improve the environment and quality of life in San Francisco.

DESCRIPTION

Background

In 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved an agreement to replace old mechanical parking meters with electronic single-space meters and multi-space paystations. Since inception, the SFMTA procured more than 28,000 single-space and multi-space parking meters, which are currently maintained by the SFMTA's Meter Shop.

The SFMTA currently has 28,063 metered spaces (24,827 are covered by single-space meters and 3,236 are covered by multi-space paystations). The existing meter technology is outdated, spare parts are no longer available, there is no credit card payment option available (except for meters and paystations in the SFpark Pilot), and systemwide updates cannot be supported. New parking meters and paystations will integrate emerging technology evaluated in the SF*park* Pilot Program to allow customers a variety of ways to pay for parking meter spaces, including coin, smart card, credit card and phone. The new parking meters and paystations will also enable the SFMTA to implement demand responsive pricing citywide, if approved, based on occupancy levels determined by payment data transmitted from the smart meters. Citywide pricing methodology will require SFMTA Board of Director's approval prior to implementation.

Separate contracts will be awarded for single-space meters and for multi-space paystations.

Selection and Evaluation Process

After receiving SFMTA Board approval, the SFMTA released a Request for Proposals (RFP) on October 17, 2012 for procurement of both single-space meters and paystations. A pre-proposal conference was held on November 1, 2012, at which 12 organizations attended. Proposers submitted follow-up questions prior to the deadline for submission, resulting in multiple Q&A response documents and six addenda to the RFP. Although the original deadline for proposal submittal was January 4, 2013, proposers requested and were granted additional time to prepare proposals. On January 18, 2013, four proposals were submitted for the multi-space paystation procurement.

Evaluation of Proposals for Paystations

In February and March of 2013, an evaluation panel consisting of five experts from the SFMTA, the San Francisco Airport and the Port of San Francisco reviewed and scored the four proposals submitted for procurement of multi-space paystations. Their rankings were as follows:

1. MacKay Meters, Inc. (MacKay)
2. Cale America, Inc. (Cale)
3. Parkeon Inc.
4. Duncan Solutions, Inc.

Cale Protest

On March 27, 2013, Cale submitted a Notice of Protest of the SFMTA's selection of MacKay for negotiation of the paystations contract. Cale questioned the basis for the scoring. After reviewing all score sheets, the SFMTA advised Cale that the proposals were scored fairly and consistently and provided copies of all the score sheets for Cale's review. On April 24, 2013, SFMTA informed Cale that its protest was denied. On July 24, 2013, Cale responded in writing that it accepted SFMTA's decision.

Proposed Agreement

The proposed Agreement will consist of the following:
- Procurement of 300 multi-space paystations, with an option to purchase an additional 200 paystations over the term of the agreement, which is set at five years with an option to extend for up to two additional years.
- Procurement of support services (access to the Meter Management System (software applications); credit card processing; communications between the paystations and the credit card processing gateway, and SFMTA databases; product support; and warranty).
- Procurement of spare parts and related services.
- The term of the agreement is five years, with an option to extend for up to two additional years. The option years would provide for continued support services while the SFMTA considered considers whether advancing technologies would necessitate new paystation procurement.

In a separate agreement, which will be brought to the Board in the near future, the SFMTA has negotiated a perpetual license to use technology on meter parking cards that will enable the parking cards to function with the new meters and paystations. The cost of the license will be $750,000.

The SFMTA has obtained a waiver of the LBE subcontracting requirement because the equipment to be procured includes proprietary programming and hardware that requires all services related this procurement to be performed only by personnel of the successful vendor. This is standard practice within the parking meter industry and is a result of (1) increasing demands for specialization, (2) the emergence of smart meters that can process multiple payment methods (coin, credit/debit card, smart card, etc.), and (3) more sophisticated programming to

accommodate variable metered parking rates, including those used for special event pricing. No work associated with the procurement and software support would be conducted by personnel outside of the firm contracted to supply the equipment.

Procurement of parking meters is categorically exempt under the California Environmental Quality Act. A copy of the determination is available in the Office of the Secretary to the SFMTA Board of Directors.

ALTERNATIVES CONSIDERED

The option to keep existing paystations was rejected due to the following: 1) outdated technology in the current device software and hardware, 2) spare parts are no longer available because the ten-year old technology is no longer manufactured by the suppliers, 3) there is no credit card payment option available in a significant portion of the current paystations and 4) existing paystation technology cannot support demand responsive pricing.

FUNDING IMPACT

Payment for the paystations will come from operating funds. The following table summarizes anticipated costs for the contract, including the option years:

Line	Category	Annual Cost	Years of Service	Sub-Total	Sales Tax (8.75%)	Total
1	Capital Expense	$3,388,500	1	$3,388,500	$296,494	$3,684,994
2	Spare Parts – First Year	$61,342	1	$61,342	$5,367	$66,710
3	Spare Parts – Subsequent Years	$240,541	5.5	$1,322,977	$115,760	$1,438,737
4	Support Services / Development – First Year	$83,950	1	$83,950	$0	$83,950
5	Support Services / Development - Subsequent Years	$58,750	1	$58,750	$0	$58,750
6	Extended Warranty ($300 per Paystation)	$150,000	1.5	$225,000	$19,688	$244,688
7	Annual Operating Expenditure* Year 1	$332,100	0.5	$166,050	$0	$166,050
8	Annual Operating Expenditure* Year 2	$334,662	1	$334,662	$0	$334,662
9	Annual Operating Expenditure* Year 3	$337,275	1	$337,275	$0	$337,275
10	Annual Operating Expenditure* Year 4	$339,941	1	$339,941	$0	$339,941
11	Annual Operating Expenditure* Year 5	$342,660	1	$342,660	$0	$342,660

Line	Category	Annual Cost	Years of Service	Sub-Total	Sales Tax (8.75%)	Total
12	Annual Operating Expenditure* Year 6 (Option Year)	$345,433	1	$345,433	$0	$345,433
13	Annual Operating Expenditure* Year 7 (Option Year)	$348,261	1	$348,261	$0	$348,261
14	Website for receipt printing capabilities	$130,000	1	$130,000	$0	$130,000
15	Contingency			$77,890		$77,890
16	**Total Not to Exceed**			**$7,562,691**	**$437,309**	**$8,000,000**

*Meter Management System licensing, credit card processing and wireless communication fees.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute an agreement with MacKay Meters, Inc., for the Procurement of Multi-Space Paystations and Support Services, for an amount not to exceed $8 million, and for a term of five years, with the option to extend the contract for up to two additional years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, In 2002, the Board of Supervisors adopted Resolution No. 305-02, which approved an agreement to replace old mechanical parking meters with electronic single-space meters and multi-space paystations; and,

WHEREAS, Under the 2002 agreement, the San Francisco Municipal Transportation Agency (SFMTA) replaced 23,000 broken-down mechanical meters citywide; and,

WHEREAS, There are currently 3,236 metered spaces in the City that are covered by multi-space paystations; and,

WHEREAS, The SFMTA now wishes to conduct another meter procurement because the existing meter technology is outdated, spare parts are no longer available, there is no credit card payment option available, and systemwide updates cannot be supported; and,

WHEREAS, The SFMTA released an RFP in October 2012 for multi-space paystations and received four proposals, from MacKay Meters, Cale America, Parkeon, and Duncan Solutions and,

WHEREAS, The evaluation panel reviewed the proposals and selected MacKay as the highest-ranked proposer; and,

WHEREAS, Cale, the second highest ranked proposer, submitted a protest on March 27, 2013, which was denied by SFMTA on April 24, 2013, and

WHEREAS, The SFMTA successfully negotiated an agreement with MacKay Meters, Inc., for procurement of up to 500 paystations, parts and support services; and

WHEREAS, The SFMTA obtained a waiver of the LBE subcontracting requirement because the equipment to be procured includes proprietary programming and hardware that requires all services related this procurement to be performed only by personnel of the successful vendor; and

WHEREAS, Procurement of parking meters is categorically exempt under the California Environmental Quality Act; and

WHEREAS, A copy of the San Francisco Planning Department's determination is on file with the Secretary to the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute an agreement with MacKay Meters, Inc., for the Procurement of Multi-Space Paystations and Support Services, for an amount not to exceed $8 million, and for a term of five years, with the option to extend the contract for up to two additional years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of September 17, 2013.

_____
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

AGREEMENT

FOR THE PROCUREMENT OF

PAYSTATIONS

Contract # SFMTA-2013-09

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**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
ONE SOUTH VAN NESS AVE. 7TH FLOOR
SAN FRANCISCO, CALIFORNIA   94103**

**AGREEMENT
FOR THE PROCUREMENT OF
PAYSTATIONS**

Contract # SFMTA-2013-09

This Agreement is made this _____ day of __, 20 ___, in the City and County of San Francisco, State of California, by and between MacKay Meters, Inc.("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("Agency" or "SFMTA").

RECITALS

A. Agency issued a Request for Proposals for the procurement of Parking Meters and Parking Paystations, with associated spare parts, training, and manuals.

B. The City selected Contractor's proposal as the highest-rated proposal, and City and Contractor agreed on the terms and conditions set forth below.

NOW, THEREFORE, it is agreed by the parties as follows:

1 **DEFINITIONS.** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of the Contract , it shall have the meaning set forth herein or in the Statement of Work.

1.1 **Acceptance**: The formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with the Acceptance criteria set out in Section 6.4.

1.2 **Agency or SFMTA**: The Municipal Transportation Agency of the City

1.3 **Award**: Notification from the City to Contractor of acceptance of Contractor's Bid, subject to the execution and approval of a satisfactory Contract and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1.4 **Batch**: A delivery of a set number of Paystations, including all associated components that would allow a Paystation to operate in a street environment (e.g., all the necessary software, firmware, hardware, installation kits, domes, decals).

1.5 **Board of Supervisors**: Board of Supervisors of City.

1.6 **Certification**: Certification by the Controller of City that funds necessary to make payments as required under the Contract are available in accordance with Section 6.302 of the City Charter.

1.7 **Change Notice**: A written interpretation, revision, or addition to the RFP issued before proposal opening.

1.8 **City**: The City and County of San Francisco.

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1.9 **Conformed Contract Documents**: The contract documents revised to incorporate all changes made during the proposal period by Change Notice and to incorporate information included in the Proposal accepted by the City.

1.10 **Contract or Agreement**: The written contract executed by the City and Contractor, covering the performance of the Work and furnishing of labor, materials, equipment, tools, and Services, including Work incidental to the procurement, to include all Conformed Contract Documents, the Statement of Work, the Proposal, the Performance Bonds or other security, and all attached appendices and Contract Modifications.

1.11 **Contract Modification**: A written order, issued by the City to Contractor, covering changes in the Contract within the general scope of the Contract and establishing pricing, the basis of payment and time adjustments for the Work affected by the changes.

1.12 **Contractor**: MacKay Meters, Inc.

1.13 **Controller**: Controller of the City.

1.14 **Day, Days**: Unless otherwise designated, the word "Day" and "Days" refers to calendar days.

1.15 **Deliverables:** The equipment, components, materials and Services to be furnished under this Agreement.

1.16 **Delivery:** Point in time in the procurement process when the Paystations have been delivered to the mutually agreed-upon staging location within three miles from the Meter Shop at 1508 Bancroft Ave., San Francisco, CA 94124.

1.17 **Director**: The Director of Transportation of Agency, or his or her designee.

1.18 **Effective Date**: The date that the City's Controller certifies the availability of funds for this Agreement as provided in Section 2.

1.19 **Meter Management System (MMS):** Sentinel™ Meter Management System: A package of software applications consisting of a relational database, user interface, reporting applications, and Paystation programming module.

1.20 **Notice to Proceed**: A written notice to the Contractor of the date on which it shall begin the Work.

1.21 **Party; Parties**: The City and Contractor, either collectively or individually.

1.22 **Paystation**: MacKay Guardian™Multi Elite multi-space machine: A single piece of equipment that receives and manages customer payment for multiple parking spaces.

1.23 **Performance Bond**: Security issued by a corporate Surety, acceptable to the City and on a form furnished by the City, to guarantee the performance of obligations under the Contract.

1.24 **Proposal**: The technical and management information and prices submitted by Contractor in the prescribed format and on the prescribed forms in response to the Request for Proposals.

1.25 **Proposer**: Any firm, partnership, corporation, or combination thereof submitting a Proposal for the contemplated procurement.

1.26 Request for Proposals (RFP): The Request for Proposals issued by the City on October 17, 2012.

1.27 Services. The portion of the Work other than the provision of equipment, including, but not limited to, access to the Meter Management System; credit card processing; communications between the Paystation and the credit card processing gateway, Meter Management System, and SFMTA databases; product support; and warranty.

1.28 SFMTA Contract Administrator: The SFMTA designated liaison assigned to the Contract for the Agency, or designated agent.

1.29 Software. See definition in Section 7.2.1(a).

1.30 Statement of Work: The specifications, provisions, and requirements that detail the work and the materials, and other requirements relative to the Work, as are set out in Appendix A.

1.31 Subcontractor: Any individual, partnership, firm, or corporation that undertakes integrally on the Work the partial or total design, manufacture, or performance of one or more items of work under the terms of the Contract. As used herein, the terms subcontractor and sub-supplier are synonymous.

1.32 Surety: The corporate body, licensed to issue bonds in the State of California, bound with and for the Contractor for the full and complete performance of the Contract and for the payment of all debtors pertaining to the work.

1.33 Work: The furnishing of all Services, products, materials, equipment, tools, supplies and the performance of all requirements called for by the Contract and necessary to the completion of the Contract.

2 TERM OF AGREEMENT.

The base term of this Agreement shall commence on the Effective Date, as evidenced by SFMTA's issuance of the Notice to Proceed, and expire five years thereafter unless the Agreement is earlier terminated as otherwise provided herein. At the sole discretion of the SFMTA, this Agreement may be extended for up to two additional years.

3 SCOPE OF WORK

The Agreement covers the procurement of 300 Paystations and Services, as set forth in Appendix A (Statement of Work), attached to this Agreement and incorporated by reference as though fully set forth. The Agreement also includes an option to purchase approximately 200 additional Paystations.

4 FINANCIAL MATTERS

4.1 Compensation

4.1.1 Amount Compensation to Contractor shall be made in monthly payments on or before the 30th day of each month for Work, as set forth in Section 3 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. Subject to any subsequent deductions for liquidated damages as set out in Appendix B, the City agrees to pay an amount not to exceed Eight Million Dollars ($8,000,000), the total Contract

amount) in accordance with the terms and conditions of this Agreement. The breakdown of costs to be compensated to Contractor associated with this Agreement appears in the Price Schedule (Appendix C), incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

4.1.2 Payment Limited to Satisfactory Deliverables. Contractor is not entitled to any payments from City for Paystations until they have been Accepted by City. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables even if the unsatisfactory character of such Deliverables may not have been apparent or detected at the time such payment was made. City may reject Deliverables that do not conform to the requirements of this Agreement and Contractor must cure any non-conformity without delay and at no cost to the City.

4.1.3 Payment Schedule.

(a) Paystations. Subject to Section 4.1.1, the City will make payment for each Paystation after it is Accepted by City and properly invoiced.

(b) Monthly Operational Expenses. The City will make monthly payments for Services rendered in the previous month.

(c) Spare Parts. The City will make payment for each order of spare parts after its Acceptance and receipt of a proper invoice.

4.1.4 Withholding of Payments. If Contractor fails to provide Deliverables in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor for such Deliverables until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

4.1.5 Invoice Format. Contractor may invoice SFMTA for all items Accepted under this Agreement. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the SFMTA and the Controller, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 19.6 entitled "Notices to the Parties," or in such alternate manner (including electronic payment) as the Parties have mutually agreed upon in writing.

Each invoice shall also include:
- Relevant milestones, if any;
- Contract order number;
- Quantity of items;
- Description of items;
- Unit price;
- Amount of sales taxes requested to be paid
- Total invoice amount.

Contractor's invoices shall be supported by evidence satisfactory to SFMTA that the Work invoiced has been accomplished and that the materials, listed, if any, are stored and ready for use.

4.1.6 Currency. All payments by the City to Contractor pursuant to this Section 4 shall be in United States Dollars and made by way of bank to bank electronic transfer. Contractor shall provide to SFMTA all routing information required to effect such transfers.

4.1.7 Exchange Rate Risk. The City will not make price adjustments on this Contract to protect the Contractor from fluctuations in the value of the applicable foreign currency in relation to the United States dollar.

4.1.8 Inflation Risk. City will not make price adjustments to this Contract to protect Contractor from economic inflation.

4.2 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 City's Controller and any amount of the 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 in the event 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 the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

4.3 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. No City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as required in Section 19.23.

4.4 Submitting False Claims . Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a)

knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

4.5 **Payment Does Not Imply Acceptance of Work**. The granting of any payment or payments by the City, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Statement of Work will be rejected and shall be replaced by the Contractor without delay, and at no cost to the City in accordance with Section 6.4.

4.6 **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 Services. 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 three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

5 **TECHNICAL SPECIFICATIONS**

5.1 **Fabrication**. The Paystations procured under this Contract shall be fabricated and guaranteed in accordance with the Statement of Work and the warranty provisions, contained in Attachment 13 to Appendix A of this Agreement.

5.2 **Omission**. Notwithstanding technical specifications, or other data provided by the SFMTA Contract Administrator, the Contractor shall have the responsibility of supplying all parts and details required to make the Paystations complete and ready for service even though such details may not be specifically mentioned in the Statement of Work. Items that are installed by SFMTA shall not be the responsibility of the Contractor unless they are included in this Contract or should have been installed by the Contractor.

5.3 **Priority**. In the event of any deviation between the description of the Paystations in the Statement of Work and in any other provision of the Contract or the Proposal, the Statement of Work shall govern.

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5.4 **Responsibility for Materials/Accessories**. The Contractor shall be responsible for all materials and workmanship in the construction of the Paystations and all accessories used, whether the same are manufactured by the Contractor or purchased from a subcontractor. This provision excludes equipment leased or supplied by SFMTA, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the Paystations.

6 **PAYSTATIONS**

6.1 **Deliverables**. Contractor shall provide 300 Paystations and related components and Services according to the specifications set forth in the Statement of Work (Appendix A).

6.2 **Delivery Schedule**. The Paystations and other Deliverables shall be provided according to the Delivery Schedule attached as Appendix D. To the extent Contractor requires information from SFMTA in order to produce a Deliverable, Contractor shall provide SFMTA with a list of requested information and the dates such information is required in order for Contractor to comply with the Delivery Schedule. Said list will be incorporated into the Statement of Work.

6.3 **Assumption of Risk of Loss**. Except for losses directly and solely attributable to actions or inactions of SFMTA, or as a result of vandalism, prior to acceptance of Paystations by SFMTA, the Contractor shall bear risk of loss of the Paystations, including any damage sustained during transportation to the delivery site. Transfer of title to Paystations, and otherwise risk of loss, shall pass to City upon Acceptance.

6.4 **Acceptance**

6.4.1 **General Acceptance Criteria - Paystations**. The Contractor shall meet the following Acceptance criteria for the Paystations and related Services. Paystations installed and fully functional for 30 days shall be Accepted, and SFMTA will send written verification to Contractor advising which Paystations are Accepted and which are not Accepted in each Batch. An entire delivered Batch will be considered "Not Accepted" if five percent of the Paystations in a Batch fail to meet any of the criteria listed below. If SFMTA determines a Batch to be "Not Accepted," the SFMTA will deliver the Batch to the Contractor's local facility, and the Contractor, at its expense, shall provide the SFMTA with a compliant Batch. Notwithstanding the above, unless notified otherwise by the SFMTA, a Paystation will be deemed Accepted 45 Days from its Delivery.

(a) The delivered meter technology for Paystations meets the applicable requirements set forth in subsection A of Sections I and II of the Statement of Work.

(b) The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from Paystation to 99% accuracy).

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(c) The Paystations pass all the conditions set out in the checklist of Subsection 6.4.3 prior to installation.

6.4.2 General Acceptance Criteria – MMS: Contractor shall meet the following Acceptance criteria for the MMS. The MMS will be considered Accepted if it passes all of the conditions listed below. If it fails any of the conditions listed below then the MMS will be considered not Accepted until the MMS pass all of the conditions listed below.

(a) The MMS meets the applicable requirements set forth in subsection A of Sections I, II and III of the Statement of Work

(b) The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from parking meter to 99% accuracy).

(c) The transaction feed to the SFMTA Data Warehouse from the MMS meets the requirements of Attachments 1 through 13 to the Statement of Work.

(d) The nightly batch file feed to SFMTA's SFPM meets the requirements of Attachments 1 through 12 to the Statement of Work.

6.4.3 Commissioning Checklist. SFMTA will use the checklist attached as Appendix E to test the Paystations and MMS prior to and during installation. SFMTA may test for any functional Paystation and MMS requirement at any time.

7   INTELLECTUAL PROPERTY RIGHTS

7.1   Works for Hire; Ownership of Results. If, in connection with services

performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, training materials, audio tapes, systems designs, software, reports, diagrams, surveys, source code, computerized database information, or any other original works of authorship specifically for City, 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 such 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.

7.2   Licenses Granted

7.2.1 Computerized software and systems.

(a)   To the extent that software, firmware, systems designs, computerized manuals, training modules, or other such deliverables are not designed specifically for City's purposes in connection with the Agreement, Contractor grants City a perpetual, non-exclusive, non-transferable, license at all

locations owned or controlled by City to use all such deliverables, or portions thereof. Specifically, Contractor grants City a perpetual, non-exclusive, irrevocable, non-transferable, fully paid, royalty-free license to use the following software of Contractor (including computerized manuals and training modules or portions thereof) in connection with the Work and for as long as the Contractor-supplied Paystations are in use by the City:

- MacKay Guardian™ Multi Elite multi-space parking machine firmware;

- Sentinel™ Meter Management System;

- Sentinel™ Mobi application software;

- Sentinel™ Viewpoint application software;

including any bug fixes, error corrections, upgrades carried out by Contractor and all new software and firmware releases (as they become available) to the foregoing software (collectively referred to as the "Software"). City is further authorized to make copies of computerized manuals and training modules for internal purposes. Contractor shall provide a license for software to enable the SFMTA to use smart cards on the Paystations in a separate, stand-alone Agreement.

(b) The City may not sell, rent or lease the Software. The City may not reverse engineer, decompile, disassemble, alter, modify, assign, translate, adapt or make derivative works of the Software. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Software or any related materials or documentation. Contractor warrants that it has title to and/or the authority to grant a license of such Software to the City. This license and the City's right to use the Software will terminate if there is a finding by a court of law that the City has failed to comply with any provision of this license.

(c) In the event either Party discovers that there is additional Contractor–supplied software, which is necessary to satisfy the requirements set forth in the Contract, but which has been omitted from the license provided herein, Contractor shall license such software under the terms of this Agreement without delay or additional cost to City. The omission of any such software shall be deemed an inadvertent omission, and Contractor shall not assert any legal basis for withholding a license for such software.

7.2.2 Escrow Agreement. Contractor agrees, at its expense, to place the applicable source codes for all Software that is proprietary to Contractor, including periodic updates of said source codes, and other proprietary materials, into an escrow. The source codes placed in escrow shall be on digital media and shall be

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accompanied by detailed software documentation, including a list of applicable software development tools. To effect such arrangement, Contractor and City shall negotiate an escrow agreement to provide access by City to the Software. The Director shall execute said escrow agreement on behalf of City. Except as authorized under this subsection 7.2.2, Contractor does not grant City a license to view or access the source codes for the Software.

7.2.3 **Other Deliverables**. Contractor grants City a perpetual, exclusive, non-transferable license to use, retain, and reproduce at all locations controlled by SFMTA, for internal use only, all copies (whether in hard copy or electronic format) of drawings, plans, specifications, schematics, studies, reports, memoranda, computation sheets and all other documents that are (i) prepared by Contractor or its subcontractors or suppliers exclusively for City; and (ii) required to be provided to City in connection with this Agreement. Contractor hereby warrants that it has title to and/or the authority to grant a license of such deliverables to the City.

7.2.4 **Proprietary Materials.** To the extent that the Contractor considers any document or deliverable to be a trade secret or otherwise proprietary, Contractor shall so mark them. SFMTA shall require individuals using such proprietary documents to maintain the confidentiality of the documents, and if necessary, sign a confidentiality agreement regarding use of highly sensitive documents. Alternatively, at SFMTA's request, documents shall be placed in escrow, along with source codes, as described in subsection 7.2.2 above. Contractor shall hold the City harmless from and defend the City against all claims, suits or other proceedings instituted against the City for copyright infringement, misuse or misappropriation of a trade secret, or for access to the documents or deliverables under the City's Sunshine Ordinance or the California Public Records Act. Contractor will pay the costs and damages awarded in any such action or proceeding, or the cost of settling such action or proceeding, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Paystations or other Deliverables constitutes infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

7.2.5 **Standard of Care.** Notwithstanding Subsection 7.2.4 and Subsection 19.14, the Parties understand and agree that the California Uniform Trade Secrets Act, Cal. Civ. Code § 3426 et seq., prohibits disclosure of any trade secrets of either in the possession of the other. Furthermore, the Party receiving confidential information from the other Party agrees not to disclose or produce such information for any purpose, including in response to a subpoena or other court or governmental order or law, without giving the disclosing Party ten days' written notice and an opportunity to object to the disclosure or production of any

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information of a possible trade secret, or of proprietary or confidential nature.

8   NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

8.1   If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Work. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided in such Chapter, are incorporated by this reference and made part of this Agreement as though fully set forth herein.

8.2   In the performance of this Agreement, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

9   LIABILITY OF THE PARTIES

9.1   **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4.1.1 OF THIS AGREEMENT, AS AMENDED BY CONTRACT MODIFICATIONS. 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.

9.2   **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

9.3   **Liability for Incidental and Consequential Damages**. Subject to subsection 10.1, Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

10   LIQUIDATED DAMAGES; CREDIT ASSESSMENTS; DELAY

10.1   **LD Schedule**. The Schedule of Liquidated Damages is found in Appendix B. The liquidated damages are in addition to Credit Assessments and any other damages that are recoverable by the City and specified elsewhere in the Contract. With respect to any breaches or items for which the City has a right to obtain liquidated damages, the City will not seek actual damages or any damages in excess of the liquidated damages to which it may be entitled.

10.2 Credit Assessments. The Schedule of Credit Assessments is found in Appendix B.

10.3 Unavoidable Delay. An Unavoidable Delay is an interruption of the Work beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays are limited to the following: acts of God; floods; windstorms; tornadoes; earthquakes or other natural disasters; acts of terrorism; wars; riots; insurrections; epidemics; quarantine restrictions; strikes and lockouts; freight embargoes; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; vandalism, theft and accidental damage not caused in any way by the Contractor after Delivery of Paystations to SFMTA; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the entire Work; the prevention by the City of the Contractor's commencing or prosecuting the Work, or interruption or failure of electrical power, the internet or cellular telecommunications. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the Work are delayed thereby, as determined by the City acting reasonably.

10.4 Notification of Delay. The Contractor shall notify SFMTA as soon as the Contractor has, or should have, knowledge that an event has occurred that will result in an Unavoidable Delay. Within five calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

10.5 Request for Extension of Time. The Contractor agrees to supply, as soon as such data are available, any reasonable proof that is required by SFMTA to make a decision on any request for an extension of time. SFMTA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension of time and the duration of such extension. SFMTA shall notify the Contractor of its decision in writing. The granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or of any other rights to which the City is entitled.

11 PAYMENT OF TAXES AND OTHER GOVERNMENTAL CHARGES

The City will reimburse the Contractor for any levied sales tax on Deliverables purchased by the City under this Agreement. However, if the Contractor cannot be authorized to collect and pay the sales taxes to the State of California, then the City will pay the sales tax directly to the State. Contractor shall be solely responsible for any penalties, interest or fees assessed as a result of late or erroneous payment of such taxes. The City warrants that it is a public entity exempt from certain federal excise taxes and in connection therewith that it has obtained a federal excise tax exemption certificate. Contractor will pay all other taxes, licenses, imposts, duties, and all other governmental charges of any type whatsoever.

12 BONDS

12.1 The Contractor shall maintain at its own expense, and furnish to City, within 30 days following the receipt of a notice of Award of the Contract, corporate Surety bonds, as follows:

12.1.1 A Performance Bond in the amount of $1,000,000 to guarantee Contractor's faithful performance of all obligations regarding the Paystations to be furnished under the Contract, including warranty obligations.

12.1.2 A Performance Bond in the amount of $1,000,000 to guarantee Contractor's faithful performance of all obligations regarding the Services to be furnished under the Contract

12.2 The Surety must be legally authorized to engage in the business of furnishing Surety bonds in the State of California. All sureties, bond coverage forms, and requests for changes to the bonding requirements must be approved by the City's Risk Manager. During the period covered by the Contract, if the Surety on these bonds shall, in the opinion of the City's Risk Manager, become insolvent or unable to pay promptly the amount of such bonds to the extent to which Surety might be liable, the Contractor, within 30 days after written notice given by the City to the Contractor, shall by supplemental bonds or otherwise substitute another and sufficient Surety approved by the Risk Manager in place of the Surety becoming insolvent or unable to pay. If the Contractor fails within such 30-day period to substitute another and sufficient Surety, the Contractor shall, if the City so elects, be deemed to be in default in the performance of its obligations hereunder, and the City, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or proceeding against the Contractor and the Surety, or may deduct from any monies then due or which thereafter may become due to Contractor under the Contract the amount for which the Surety, insolvent or unable to pay as aforesaid, is obligated on the bonds, and the monies so deducted shall be held by the City as collateral security for the performance of the conditions of the bonds.

13 LETTER OF CREDIT

13.1 As an alternative to furnishing the performance bond(s) under Section 12, Contractor may submit within 30 Days following the receipt of a notice of Award one or more letters of credit in the amounts described in subsections 12.1.1 and 12.1.2 that comply with the requirements set forth below.

13.2 Any and all letters of credit issued pursuant to this Agreement shall be obtained from a bank with at least a Moody's A rating. The letter of credit shall be a confirmed, clean irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation. The letter of credit shall have an original term of one year, with automatic extensions of the principal amount throughout the term of the Contract, or until released by the City. The letter of credit shall provide that payment of the entire face amount of the letter of credit, or any portion thereof, shall be made to the City and County of San Francisco, upon presentation of a written demand to the bank signed by the General Manager on behalf of the City and County of San Francisco after the City complies with subsection 13.3.

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13.3 If Contractor defaults with respect to any provision of this Agreement, City may, but shall not be required to, make its demand under the letter of credit for all or any portion thereof to compensate City for any loss that City may have incurred by reason of Contractor's default. City shall present its written demand to the bank for payment under the letter of credit only after City shall have made its demand for payment directly to Contractor, and five full business days have elapsed without Contractor having made payment to City or otherwise cured the default. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of a letter of credit is so used or applied, Contractor, within 10 business days after written demand therefore, shall reinstate the letter of credit to its original amount; Contractor's failure to do so shall be a material breach of this Agreement.

13.4 Any letter of credit issued hereunder shall provide for 60 days notice by the bank to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business days prior to its expiration. If Contractor fails to do so, City shall be entitled to present its written demand for payment of the entire face amount of the letter of credit. Any amounts so received by City shall be returned to Contractor upon replacement of the letter of credit.

13.5 If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City shall return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City rightfully is entitled, together with interest thereon at the legal rate of interest, but City shall not otherwise be liable to Contractor for any damages or penalties.

14   **INSURANCE**

    14.1   **Insurance.** 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:

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

        14.1.2 Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

        14.1.3 Commercial Automobile Liability Insurance with limits not less than $5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

        14.1.4 Technology Errors and Omissions Liability Insurance with limits of not less than $1,000,000 each claim in connection with the Services to be provided under this Agreement. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in the Contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, stored or transmitted in electronic form.

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

(c) Liability arising from the introduction of a computer virus into, or otherwise casing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(d) If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three years following termination of the Contract.

14.1.5 A blanket fidelity bond or Crime Policy covering theft, dishonesty, forgery or alteration and computer fraud in an amount of not less than $1,000,000, including the City as additional obligee or loss payee as its interest may appear

14.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

14.2.1 Name as an Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

14.2.2 Provide 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.

14.3 All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 19.6 entitled "Notices to Parties."

14.4 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.

14.5 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.

14.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with

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

14.7 The Workers' Compensation policy(ies) 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.

14.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

15 **INDEMNIFICATION**.

15.1 **General**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation. or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

15.3 **Intellectual Property**. Contractor shall indemnify, defend and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of

Contractor's Services. Contractor will pay the costs and damages awarded in any such action or proceeding, or the cost of settling such action or proceeding, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Paystations or other Deliverables constitutes infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

16   TERMINATION AND DEFAULT

16.1   Termination for Convenience

16.1.1 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 a 45-Day written notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Paystation fabrication is in progress when the SFMTA issues a notice of termination, the Agreement will not terminate until Acceptance of such Paystations.

16.1.2 Upon receipt of the notice of termination, 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 written approval of City. Such actions shall include, without limitation:

(a)   Halting the performance of all Work under this Agreement on the date(s) and in the manner specified by City.

(b)   Terminating all existing orders and subcontracts to the extent possible, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c)   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.

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

(e)   Completing performance of any Work that City designates to be completed prior to the date of termination specified by City.

(f)   Transferring title to City and delivering in the manner, at the times, and to the extent, if any, directed by the City the fabricated or un-fabricated parts, work in process, completed

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Work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to City

(g)   Using its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct;

(h)   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.

16.1.3 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:

(a)   The cost, as set out in Price Schedule (Appendix C), of all Deliverables completed and accepted prior to the specified termination date, for which the City has not already tendered payment. Contractor may also recover the reasonable cost of preparing the invoice.

(b)   The reasonable cost to Contractor of handling material or equipment returned to third-party vendors, delivered to the City or otherwise disposed of as directed by the City.

(c)   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 Deliverables.

(d)   The reasonable cost to Contractor, without profit, for all Work undertaken but not completed prior to Contractor's receipt of the termination notice for which Work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10 percent of Contractor's direct costs for the Work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

16.1.4 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

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in Section 16.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Work under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 16.1.3.

16.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for Deliverables 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 16.1.3; and (4) in instances in which, in the opinion of the City, the cost of any Work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

16.2 Default; Remedies

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

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

Submitting False Claims.	Payment of Taxes and other Governmental Charges
Assignment	Nondisclosure of Private, Proprietary or Confidential Information
Insurance and Indemnity	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) 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 (v) takes action for the purpose of any of the foregoing.

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(d) 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.

16.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement (subject to the limitations in subsection 10.1); and (iii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

16.2.3 Except as otherwise stated in this 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

16.2.4 Any notice of default must be sent by registered mail to the address set forth in Section 19.6.

16.3   Rights and Duties upon Termination or Expiration

16.3.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

Payment Limited to Satisfactory Deliverables	Works for Hire / Ownership of Results
Disallowance	Nondisclosure of Private Proprietary or Confidential Information
Submitting False Claims Audit and Inspection of Records	Contracts Made in California; Venue
Insurance and Indemnity	Section Headings
Incidental and Consequential Damages	Entire Agreement
Liability of City	Severability

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Payment of Taxes and other Governmental Changes	Warranty (Attachment 14) (nothing in this Section 16.3.1 shall be construed to extend the three-year warranty period set forth in Section B of Attachment 14)

16.3.2 Subject to the survival of the Sections identified in Section 16.3.1, if this Agreement is terminated prior to expiration of the term specified in Section 2, this Agreement shall 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.

17   OPTION PAYSTATIONS

17.1   Exercise of Options. The City reserves an option to procure up to 200 additional Paystations at the prices set out in Appendix C. The City may exercise this option at any time prior to six months before Contract termination.

17.2   Delivery. Delivery of the optional Paystations shall be as provided in Appendix D.

18   AUTHORITY OF CONTRACT ADMINISTRATOR; CLAIMS; DISPUTES

18.1   Authority of SFMTA Contract Administrator. The SFMTA Contract Administrator shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. In discharging the responsibilities outlined above, the SFMTA Contract Administrator shall at all times act fairly and reasonably. Any appeal of the SFMTA Contract Administrator's decisions shall be in accordance with the provisions of Section 18.4 of this Agreement. As with any claim, change, extra or additional work, Contractor shall be paid in accordance with the payment provisions set out in Section 4 of this Contract when the dispute is finally resolved.

Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the SFMTA Contract Administrator, who, in consultation with other City representatives, as applicable, and with input from the Contractor, shall decide the true meaning and intent of the Contract. The SFMTA Contract Administrator's decision in this regard shall be administratively final and conclusive.

18.2   Claims for Additional Compensation.

18.2.1 Contractor shall not be entitled to the payment of any additional compensation for any action, or failure to act, by the SFMTA, including failure or refusal to issue a Contract Modification or for the happening of any event, thing, occurrence, or other cause, unless

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Contractor shall have given the Project Manager due written notice of potential claim.

18.2.2 The written notice of potential claim shall set forth the reasons for which Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the SFMTA Contract Administrator prior to the time that Contractor shall have performed the work giving rise to the potential claim for additional compensation, or in all other cases, within 15 Days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

18.2.3 It is the intention of this Section 18.2 that differences between the Parties arising under and by virtue of the Contract be brought to the attention of the SFMTA at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly be taken. Contractor agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

18.3 **Other Claims**. For any dispute involving a question of fact that does not involve a claim for additional compensation, the aggrieved Party shall furnish the other Party with a written notice of dispute within 15 Days of the determination of the dispute. The Party receiving a notice of dispute shall submit a written reply with 15 Days of delivery of the notice. The notice and response shall contain the following: (a) a statement of the Party's position and a summary of the arguments supporting that position, and (b) any evidence supporting the Party's position.

18.4 **Resolution of Disputes**. Disputes arising in the performance of this Agreement that are not resolved by negotiation between the SFMTA Contract Administrator and Contractor may be appealed to the SFMTA Director of Transportation, who will decide the matter after affording the Contractor an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transportation shall be administratively final and conclusive.

18.5 **No Cessation of Work**. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the written directions of the SFMTA Contract Administrator.

18.6 **Alternative Dispute Resolution**. If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process.

19 **GENERAL REQUIREMENTS**

19.1 **Contract 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.

19.2 **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.

19.3 Nondiscrimination; Penalties

19.3.1 Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.

19.3.2 Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) (see Appendix D for 12B Provisions), of the San Francisco Administration Code and section 12C.3 (see Appendix E, section 4 for 12 C Provisions), 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.

19.3.3 Non-Discrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the terms of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within 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 section 1, 4-B. of Appendix D for 12B Provisions, 12B.2(b) of the San Francisco Administrative Code.

19.3.4 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, see Appendix A) with supporting documentation (see www.SFHRC.org) and secure the approval of the form by the San Francisco Human Rights Commission after submitting SFMTA with the Price Proposal.

19.3.5 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as through 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 of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) (see Appendix D) 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.

19.4 **Assignment/Subcontractors**. This Contract may not be assigned without the express written consent of the City. The City's consent shall be by resolution of the Board of Directors of Agency, and shall not be unreasonably withheld; however, no assignment shall be approved unless it appears to the Agency that the proposed assignee is in every way equally reliable and responsible and fully able to perform the portion of the Work covered by the proposed assignment, and to complete said Work in accordance with the specifications. No transfer or assignment of this Contract, or any interest hereunder, shall release Contractor from its obligations hereunder.

All persons engaged as subcontractors or suppliers will be considered by the City as if they were employees of the Contractor, and thus the Contractor will be held responsible for the subcontractors' or suppliers' work, which shall be subject to the provisions of this Contract.

19.5 **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.

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

> To City: San Francisco Municipal Transportation Agency
> 1 South Van Ness Avenue, 8th Floor
> San Francisco, CA 94103
> Attn: Lorraine R. Fuqua, Contract Administrator
> 415.701.4678
> lorraine.fuqua@sfmta.com

> To Contractor: MacKay Meters Inc.
> 1342 Abercrombie Rd.
> P.O. Box 338
> New Glasgow, Nova Scotia Canada B2H5E3
> Attn: Tom Curry, Vice President
>
> tom.curry@mackaymeters.com

Any notice of default must be sent by registered mail.

19.7   Non-Collusion. By submitting a Proposal, the Contractor represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to submit a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to the Contractor an advantage over any other Proposer. If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its Surety shall be liable to the City for all loss or damage which the City may suffer thereby; and the City may advertise for a new contract for said equipment.

19.8   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.

19.9   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 or its employees, agents or assigns shall be deemed a material breach of contract.

19.10 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

19.11 First Source Hiring Program. Contractor shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, including but not limited to the remedies for noncompliance provided therein, The provisions of Chapter 83 are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

19.12 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 the Contractor, or by any of its employees, even though such equipment be furnished, rented, or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its

employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend, and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse, or failure of such equipment, whether such damage be to the contractor, its employees, City employees, or third parties, or to property belonging to any of the above.

19.13 Independent Contractor; Payment of Employment Taxes and Other Expenses

    19.13.1 Independent Contractor. For the purposes of this Subsection 19.13.1, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, it is an independent contractor and is wholly responsible for the manner in which it performs the Services. 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 is liable for the acts and omissions of itself, its employees and its agents and is 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 Services. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and 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 the Services.

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

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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 payment obligation 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. In the event the Agreement has expired, Contractor agrees to pay the City the amounts assessed so that the City's financial obligations are no greater than the total not-to-exceed amount stated in this Agreement. City may offset the amount from any payment due or to become due to Contractor under this or any other Agreement with the City.

19.14 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

19.15 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 state and federal laws, as they may be amended from time to time.

19.16 Time. Time is of the essence in this Agreement.

19.17 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.

19.18 Articles Not to be Prison Made. No Paystation or other equipment furnished under this Contract shall have been made in a prison or by convict labor.

19.19 Limitations on Contributions. By executing 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. 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

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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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City

19.20 Prohibition on Use of Public Funds for Political Activity. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G , including but not limited to the penalties for noncompliance provided therein, are incorporated by reference and made a part of this Agreement as though fully set forth herein.

19.21 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract`.

19.22 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.

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

19.24 Entire Agreement. This Contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. No change or waiver of any provision hereof shall be valid unless made in writing and executed as required under City law.

19.25 MacBride Principles -- Northern Ireland . By signing below, Contractor acknowledges that the City 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 urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY   **CONTRACTOR**

MUNICIPAL TRANSPORTATION AGENCY	MACKAY METERS INC.
_____ Edward D. Reiskin Director of Transportation	_____ Signature George MacKay President
MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS RESOLUTION NO._____ Dated:_____ ATTEST: _____ Roberta Boomer, Secretary	1-902-752-5124 Telephone Number FEI #59-341-0888 Employer I.D. Number 82205 City Vendor Number 1342 Abercrombie Rd. New Glasgow, Nova Scotia, Canada B2H5E3

Approved as to form:
 Dennis J. Herrera, City Attorney
 	
 by:_____
    Robin M. Reitzes,
    Deputy City Attorney	

Appendix A

Statement of Work

Multi-Space Paystations and
Management System

Contract # SFMTA-2013-09

TABLE OF CONTENTS

Attachments 1-13: Data Transmission Requirements
Attachment 14: Miscellaneous Documents

TERMS AND ABBREVIATIONS

The following definitions apply to the Specifications:

Term or Acronym	Definition
Active	Refers to the state when a payment is in progress.
ADA	Americans with Disabilities Act, as amended.
Backend Settings	Set of variables that affect Paystation Behavior and exist in the Contractor's system but are not included in the Operating Schedule or the Price Schedule and are not stored in SFMTA's Data Warehouse. They control Paystation Behavior, such as minimum credit card charge, grace period, backlight and LED settings.
Behavior	Variables that govern Paystation performance; e.g., start/end times, Time Limits, rates.
City	The City and County of San Francisco.
Configuration	Set of Behaviors that make up the Paystation Behavior for a standard week period.
Contractor	MacKay Meters, Inc.
Customer	Person who uses a Paystation on the street for the purpose of paying for parking.
Data Warehouse	One of two database and reporting systems hosted and managed by SFMTA.
Descriptive Variables	Variables that describe attributes of metered spaces and do not affect Paystation Behavior; e.g., area, street, latitude, longitude.
Effective Date	The date of certification of the contract, as evidenced by a notice to proceed issued from SFMTA to Contractor.
General Metered Parking or GMP	Refers to locations where Paystation are in effect for parking for all types of vehicles.
Federal Communications Commission (FCC)	The Federal Communications Commission regulates interstate and international communications by radio, television, wire, satellite and cable in all 50 states, the District of Columbia and U.S. territories. It was established by the Communications Act of 1934 and operates as an independent U.S. government agency overseen by Congress.
Hotlist	A listing of credit card or smart card numbers that are not valid forms of payment as a result of fraud, theft or other misuse.
Idle	Refers to the state when no payment is in progress. Screen displays static information messages until a payment is started, at which time the Paystation switches to Active.
Metered Space	A parking space managed by a single-space parking meter or multi-space Paystation.
Meter Shop	SFMTA's parking meter maintenance and administration facility.

Term or Acronym	Definition
Mixed Payment Transaction	A transaction where a Customer uses more than one payment type (e.g., coin and credit card) to pay for a single parking session.
MMS	Sentinel™ Meter Management System: A package of software applications consisting of a relational database, User interface, reporting applications, and Paystation programming module.
MS ID	Assigned Paystation number
Near Field Communication or NFC	The communication technology that is used by contactless credit or chip cards; and mobile devices to communicate with a contactless reader in the Paystation bringing them into close proximity with each other.
Operating Schedule	Set of rules that govern the overall hours that the Paystation is in effect and may include TOW, prepayment settings, and Time Limits.
Parking Space ID	Unique permanent identifier assigned to a metered space when it is added to the Parking Space Inventory.
Payment Application Data Security Standard **(PA-DSS)**	Standard created by the major credit card brands (under the umbrella of the Payment Card Industry Security Standards Council) to combat credit and debit cardholder data breaches by mandating that all payment applications that store, process or transmit payment cardholder data as part of authorization or settlement be validated on a continuous basis using an approved Payment Application Quality Security Assessor.
PaybyPhone (PBP)	Service and functionality that enables a customer to pay for metered parking electronically, using a personal phone.
Payment Window	Window of time during which a Customer is conducting a payment at the Paystation before the Paystation considers the payment completed and transmits the transaction to the MMS.
Paystation	MacKay Guardian™ Multi Elite multi-space machine: a single piece of equipment that receives and manages customer payment for multiple parking spaces.
Paystation Mechanism	The 'brains' of the Paystation device.
Paystation Operation, Operating Hours, Enforcement Hours	Days and times when payment is required for use of parking spaces.
PCO	Parking Control Officer employed by the City and County of San Francisco to enforce parking regulations.

Term or Acronym	Definition
The Payment Card Industry Data Security Standard (PCI-DSS)	An accepted set of policies and procedures created jointly in 2004 by four major credit-card companies: Visa, MasterCard, Discover and American Express, intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information.
PDT	Personal Data Terminal (handheld device)
PMR	Parking Meter Repairer
Parking Space Inventory or PSI	The complete listing of parking spaces that are or have been metered spaces in SFMTA's Data Warehouse. The Parking Space Inventory table stores all attributes of the metered spaces except for variables that govern Paystation Behavior; the latter are in the Operating Schedule and Price Schedule tables.
Post ID	Unique number that identifies the location of a metered space by street, block number and side of the street.
Prepay Time; Prepayment Time	Time of day before the beginning of Operating Hours when Customer is allowed to pay for time that commences at the beginning of Operating Hours.
Price Schedule	Set of rules that govern Paystation rates
RMA	Contractor's Return Merchandise Authorization. The process by which defective parts are returned and replaced.
Screen	Display on the Paystation that shows dynamic messages programmed remotely.
Serco	Serco Inc., the SFMTA's contractor for Parking Meter Collection and Counting Services.
SFMTA	San Francisco Municipal Transportation Agency, an agency of City.
SFMTA Parking Card	Prepaid cards sold by SFMTA that can only be used at Paystation or meter.
SFPM	San Francisco Parking Management, a database and information system that provides maintenance and revenue information for all parking meters and Paystations under the purview of the SFMTA. It is one of two databases managed by the SFMTA.
SFTP Site	Secure File Transfer Protocol site
Standard Variable(s)	Paystation programming and reporting variables typically included in the MMS, such as physical locators: area, street, latitude, longitude and Behavior.
Time Limit, Max Time	Maximum amount of time a Customer is allowed to park during Operating Hours.
Time Slot	A period within a day (12 AM to 11:59:59 PM) defined by a START time and an END time and assigned a set of rules that govern the Paystation Behavior within those hours.
Tow	Refers to a period that a vehicle may be towed for violation of parking regulations.

Term or Acronym	Definition
User	Person who uses the MMS (e.g., SFMTA Meter Shop staff).
User-Defined Variables	Variables defined and supplied by SFMTA and not typically included in the MMS, primarily used to filter and sort metered spaces in ways that are useful to SFMTA only and do not affect Paystation Behavior.

SECTION I: ADMINISTRATIVE

Administrative: General Specification Requirements

The Paystation hardware and software specifications in the Contractor's Proposal shall match the equipment capabilities and supporting software that the Contractor delivers upon execution of the contract.

Training

a. The Contractor shall provide the following training

    i. All training in San Francisco, California at a location to be determined by SFMTA. The Contractor shall cover all travel and other costs associated with training.

    ii. Training in the MMS in all areas necessary to deploy, maintain, operate, and enforce Paystations to be supplied under the contract.

    iii. Four eight-hour Days of detailed training covering maintenance, finance/accounting/audit, enforcement, and MMS usage, as scheduled by SFMTA.

    iv. If, at SFMTA's sole discretion, more training is required within the contract term, the Contractor shall provide up to three additional, eight-hour Days of detailed training covering maintenance, finance/accounting/audit, enforcement, and MMS usage, as scheduled by SFMTA. Ensure that Initial training for system managers, Meter Shop field personnel, and collection staff is completed prior to turning on the new Paystation according to a schedule to be approved by the SFMTA.

    v. Conduct follow-up training for all other affected personnel throughout the period of installation, to be completed prior to turning on the new Paystations, and provided on an as-needed basis for a fixed period following system turn-on.

    vi. Supply and keep current hard and digital copies of all operating, training and repair manuals.

    vii. Grant the SFMTA rights to reproduce all training and operation manuals needed for staff.

    viii. Train and certify SFMTA and/or its designee as Level II Support Technician to support the proposed Paystation warranty (minimum five persons shall be certified).

Training Plan

Details of the Contractor's Training Plan are set forth in Section A of Attachment 14: Miscellaneous Documents.

Administrative Support

The Contractor shall provide the following customer support:

a. An onsite Program and Project Manager that is available in person, or by phone or e-mail, between the hours of 8 AM and 5 PM, Monday through Friday except for official SFMTA holidays, for the duration of the installation period, not to exceed 12 months.

b. A toll free number that shall be available, at a minimum, between 8 AM and 5 PM PST/PDT, Monday through Friday except for official SFMTA holidays.

c. Contractor's customer support staff shall return a call from the SFMTA *within 15 minutes* during operating hours. Calls requiring a response from a senior member of the Contractor's staff shall be returned *within 15 minutes* during the above hours. The SFMTA reserves the rights to change the business hours to reflect changes in the Paystation hours and days of operation.

d. If the call cannot be answered, the auto attendant voice message system shall be activated and once the caller leaves a message and their contact number, the onsite Manager and all members of Contractor's Support Group shall receive an e-mail at their mobile phones with the attached voice message. Contractor shall ensure that calls to this toll free number are logged, and copies of all messages left retained for at least three months after date of placement. This function shall be for record keeping purposes and shall not be used in place of the 15 minute response requirement above.

e. Any subcontractor(s), e.g., gateway companies, shall be subject to the same availability standards (i.e., between 8 AM and 5 PM PST/PDT) and shall return calls *within 15 minutes*.

f. The Contractor shall provide online current copies of all User, commissioning, operations and technical manuals needed to support Paystation operation.

Warranty

a. The warranty period on each Paystation shall commence when the Batch is Accepted in writing by the SFMTA.

b. The Paystations shall be warranted to operate in full functionality for a period of at least three years from the date of Acceptance.

c. The Contractor shall pay for warranty shipments from the Meter Shop to the Contractor's warranty handling facility and back to the Meter Shop.

d. The Contractor shall be responsible for providing all new software and firmware releases (as they become available). This provision shall survive the

expiration of the contract so long as the Contractor's Paystations are in use by the SFMTA.

e. The Contractor shall supply and maintain an adequate inventory of replacement components (e.g., card readers, coin validators, CPU boards) locally and/or at the SFMTA Meter Shop.

f. Paystations shall be warranted to operate as proposed within a temperature range of 0 to 140 degrees Fahrenheit and under environmental conditions found in San Francisco, including but not limited to, wind-blown grime, rain, fog, salt air, sun (including direct sunlight), and vibrations.

g. Detailed warranty provisions are provided in Attachment 14: Miscellaneous Documents.

h. Return Merchandise Authorization (RMA):

The Contractor shall provide an automated RMA process that is available through the Contractor's MMS system. The Contractor shall also provide customer service support for RMAs through a toll-free number to assist the SFMTA in determining if the item to be returned is protected under warranty services or requires payment for replacement. Details of the RMA process are set forth in Attachment 14: Miscellaneous Documents.

i. The SFMTA may, at its sole discretion, exercise the option to purchase a fourth and fifth contract year of warranty coverage (at the beginning of the contract year to be covered). The SFMTA will notify the Contractor in writing of its intention to purchase the fourth and fifth year of warranty coverage no later than *60 Days prior* to the beginning of the fourth and fifth year respectively. Warranty coverage shall include repair and/or replacement of any part or modular component determined to be defective in material or workmanship under normal use and service in a timely manner and at no additional cost. Costs for the extended warranties are listed in Appendix C: Pricing Schedule.

MMS Support and Licensing

Contractor shall provide a hosted MMS, and maintain all required licensing for the MMS, for as long as the Meters are in use by the City. Licensing costs for the MMS are listed in Appendix C – Pricing.

Installation

a. *Within 15 Days of the Notice to Proceed* and prior to general Paystation delivery, Contractor shall provide to the Meter Shop one fully functional Paystation, including the surface mount installation kit.

b. The Contractor shall deliver each Paystation complete, including all parts and materials needed for immediate deployment.

c. The Contractor shall ensure that each Paystation is properly configured, tested, able to connect to the network and fully operational at the time the SFMTA takes possession of the Paystations.

d. Contractor shall provide the following Paystation and Cashbox lock configurations:

1. Main service door: 1 lock combination with 100 keys

    2. Cashbox lock combination: 3 lock combinations with 20 keys per combination.

    3. Vault door service/recovery tool: 5 pieces

e. As installation progresses, the Contractor shall create electronic inventory records in the MMS for the installed Paystations, including but not limited to delivery dates, install dates, and post installation location code.

f. Parts List for Meter Installation

The Contractor shall provide a list of recommended equipment parts to support Paystation installation. This list, along with a complete list of Paystation spare parts, with the expected life of major components and delivery times is listed in Appendix C – Pricing Schedule.

g. SFMTA Installation Deliverables

1. SFMTA will provide the following *within 15 Days of the Notice to Proceed of the Agreement*:

    a. A facility suitable for training SFMTA staff.

    b. Coordination assistance for third parties in order to share information regarding standards and specifications necessary to achieve successful integration of all materials, equipment, supplies, software and hardware with the Contractor's deliverables for the Project. Third parties include but are not limited to integrators such as PayByPhone, SFMTA's data warehouse developers and SFMTA's banking vendor.

    c. The approximate number of machines to be installed and commissioned each Day, and each week.

    d. The expected number of pick-ups per Day.

    e. The estimated earliest and latest daily pickup times.

2. **No later than 45 Days prior to any shipment:**

    a. Machine configuration, including all required options and forms of payment

    b. Approval of any labels, stickers (of any kind) including graphics, form of message, content of message, messages that are to be programed into the Paystation prior to installation, color for machines, rates, all required machine profiles, MS ID and Post ID, machine behavior for each space and other configuration information to be preprogramed into the Elite prior to installation on the street.

    c. Samples of items that SFMTA wants screened out as invalid coins.

      d. Authorization letter for the locks vendor to supply current 'SFMTA' combination electromechanical/standard locks to the Contractor.

      e. A listing of SFMTA recognized holidays.

      f. Assistance in completing Paystation configuration form prior to product shipment.

   3. **Four weeks prior to installation:**

      a. Merchant account set-up for credit card clearance and Payment Gateway Account Activation.

      b. The Proposed Installation Schedule by area – to prioritize Cellular Field Audit teams for any site surveys to be carried out. (see also II A. 14)

Certification and Compliance

The Paystation equipment shall have the following on the Effective Date of the Agreement, and renew as appropriate throughout the contract term the certifications listed below:

   i. Paystations 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.

   ii. Contractor's payment software submitted for PA-DSS validation shall incorporate:

- "Hold and Send" protocol

- Contactless Payment

- Remote connections capability such as Short Messaging Service (SMS)

   iii. 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.

   iv. FCC Certification

The Contractor shall provide a copy of all renewed compliance certificates as applicable **no later than 30 Days prior** to the expiration of the current compliance certificate. The Contractor shall, **within two business days** of a request from the SFMTA, provide documented verification of compliance with the certifications or renewals.

B. Administrative Additional Requirements

1. PaybyPhone Integration

Within 90 Days of the Notice to Proceed, the Contractor shall ensure that the Paystations and MMS are integrated with SFMTA's designated Pay-By-Phone (PBP) service provider. The integrated solution must include communicating PBP payments so that the payment for a selected space is clearly indicated on the Paystation for customer verification and enforcement and maintenance inquiries.

2. Paystation Disposal:

The Contractor shall dispose of all old Paystations in compliance with applicable state environmental equipment disposal regulations. Any proceeds from recycling shall be remitted to the SFMTA as a credit to the support services invoices issued beginning in the first month after the disposal process is complete. Contractor may also submit invoices for any recycling fees and actual labor and transportation costs incurred as part of the disposal process.

3. Revenue Processing

a. The SFMTA reserves the right to change the existing gateway provider to a City-preferred gateway provider at any time during the term of the contract.

b. Credit Card processing shall be performed by the acquiring bank under contract with the City.

c. The Contractor shall ensure that all credit card deposits are made to a City-owned account.

4. Consultant Services Rate-Additional Services

The SFMTA may, at its sole discretion, exercise the option to request parking-related consulting services not required by other provisions of the Contract. Such services may include, but are not limited to: Analytical support for developing pricing strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. Rates for these services are listed in Appendix C: Pricing Schedule.

C. Website

The SFMTA may, at its sole discretion, exercise the option to request the Contractor to develop a user-facing website that would allow a credit card user to print a receipt of his or her transaction from the user's own computer or other printing capable device. The SFMTA may choose one of two options for the type of website developed:

1. The Customer retrieves a receipt after inputting at least three, but up to six pieces of information: Date, time (+/- 60 minutes) meter number, space number, credit card type and the last four digits of credit card number. Cost to SFMTA for this option shall not exceed $40,000 and development time shall not exceed 60 Days from notice to proceed on the project.

2. The Customer registers their e-mail address, credit card type, and credit card number. When the registered credit card is used for metered parking, the system would generate a pdf receipt and sent the receipt via e-mail to the registered e-mail address. Cost to the SFMTA for this option shall not exceed $90,000. Development time is subject to the time needed for development of software and to receive PCI certification and will be estimated upon receipt of notice to proceed.

3. Further specifications and information for exercising either option are included in Attachment 14-Miscellaneous Documents.

SECTION II: PAYSTATION

Paystation Specification Requirements: The Contractor shall ensure the following:

1. General

    a. All materials and components of the Paystation shall be new and unused.

    b. Paystations and associated systems shall comply with all applicable ADA regulations.

    c. Paystations shall have a modular design such that Paystation components shall be able to be exchanged or replaced in the field in less than 10 minutes. The following Paystation major components can be replaced in the field: CPU Box, Coin Validator, Coin Escrow, Coin Anti- pin, Battery, Printer, Card Reader, Contactless Card Reader, Flip-Dot Module, & Keypad, in less than 10 minutes each.

    d. All electronic components, connections, CPU and wiring shall be fully weatherproofed for their useful life.

    e. The proposed Paystation shall be equipped with a minimum of two Secure Access Memory (SAMs) sockets capable of accepting card schemes.

    f. Paystations shall have built-in diagnostics software that date- and time-stamps all events for retrieval and analysis in field or remotely; all data shall be integrated with the MMS supplied under this contract.

    g. Paystations shall feature an out-of-order function that date- and time-stamps the out-of-order event for eventual comparison to parking citation information. This information shall be automatically sent wirelessly to the MMS (assuming that power and communications are available), and shall also be available for manual collection by maintenance personnel (via mobile MMS and/or handheld) or other manual interface at the Paystation such as PCMCIA memory card).

    h. When a Customer uses the Prepay option, the Paystation shall add the time the vehicle is parked prior to operating hours to the requested paid parking time to ensure proper enforcement. Example: If operating hours begin at 9 AM and Customer parks at 7 AM and pays for two hours, the Paystation will display that parking is valid from 7 AM to 11 AM.

i. The Paystation shall allow for adding time to an existing parking session for any selected space.

j. Paystations shall accept all available types of payment for adding time.

k. Paystations shall periodically download and store the Hotlist from the MMS so that they prevent cards on the Hotlist from being used even when communication is not available.

l. Paystation locks (top lock and vault lock) shall be high security locks with anti-tampering protection. Top lock can be mechanic or electronic whereas the vault lock shall be electronic and programmable for access by maintenance and/or collection staff.

m. Electronic keys and locks used for either top lock or vault lock shall be easily programmed via lock management system. Changes to the lock management system would be negotiated between SFMTA and the Contractor.

n. Paystation housing shall be of 11 gauge steel or better.

o. Paystation vault and maintenance doors shall be minimally 3/8 inch manganese steel or equivalent.

p. Paystation's coin vault area shall not be accessible to maintenance staff.

q. Paystation's door to the coin box vault shall provide no direct access to the maintenance compartment.

r. Paystation shall have separate compartments for maintenance and collection vault; the coin may only be accessed by authorized personnel using an electronic key to deactivate the locking system.

s. Paystation shall utilize solar panel to extend the primary battery life.

t. Paystation shall be built with a printer that is configured to allow automated or on demand printing of the receipt types below:

1. Audit record of cash collections

2. Service door entry receipts

3. Enforcement status receipts showing the payment status for all spaces managed by each Paystation.

u. Paystations shall be powder-coated.

v. Paystations shall accept payments for up to 72 hours.

2. Coin Chute

a. Coins passing through the Paystation shall be deposited directly into a sealed cashbox in a separate vault area of the Paystation.

b. Paystations shall provide a count of all invalid coins.

c. If the coin slot is inoperable, Paystations shall have the option to accept card payments and third party payments.

d. The coin chute or track shall be a free-fall type.

e. The chute or track shall include an anti-backup provision to prevent the retrieval of deposited coins.

f. The entrance to the chute shall be replaceable stainless steel to accommodate or screen out coins of various sizes.

g. The jam alarm shall only stay Active as long as the cause of the jam is present in the coin chute.

h. When the coin chute detects a jam, the jams shall be recorded in the maintenance (event and debug) log. At a minimum, the Paystation shall be able to prevent jams (as they are blocked by Anti-pin) due to the following objects:

    i. bent paper clip

    ii. bent soda can tab

    iii. cotton

    iv. toothpick

    v. paper matchbook cover

    vi. folded plastic straw

    vii. coffee stirrer

    viii. coin-wrapped in tape

3. Coin Validation

a. Paystations shall provide a count of all coins or other metallic objects passing through the coin chute that match the programmed characteristics of valid coins to a level of accuracy of 99%, so 990 coins out of 1000 shall be recorded.

b. The coin validation mechanism shall be programmable to accept a minimum of eight different coins and/or tokens including U.S. nickels, dimes, quarters and dollar coins

c. The coin validation system shall accept all User-defined coins and tokens through software parameter changes only. Software changes shall be able to be sent to the Paystation via a handheld device. Introduction of a new coin would require the coin selector to be reconfigured via a technician.

d. Should the U.S. Mint change the existing currency in any way software shall be updated at Contractor expense to accept the new coins issued as well as the old coins as soon as new coins are available to the general population.

e. Upon the SFMTA's request, Contractor will investigate and provide a written response to SFMTA within 10 Days as to the likelihood of being able to alter the coin table to add new coins or to improve screening of invalid coins. Any

changes to the validation process shall be made *within 60 Days of written request* by SFMTA.

f. The coin discriminator and coin chute operations shall incorporate no contact points that could be affected by grime or moisture, or a combination of the two.

g. The coin discrimination system shall register metallic jams. Non-metallic items are rejected and don't go through anti-pin or coin discrimination system; hence, are not recorded

Screen

a. Date and time shall be displayed on the Screen at all times when the Paystation is "on."

b. Paystation ID shall be visible on one of the information Screens.

c. Screens shall be able to electronically display:

   i. Rates

   ii. Days and hours of operation

   iii. Tow information

   iv. Instructions to the User

d. The Screen shall be legible and visible under normal environmental daytime and nighttime lighting conditions, and at various angles.

e. The Screen shall be vandalism resistant.

f. During Operating Hours, the space Screen shall display the current time period and all daily Time Slots, and whether the Paystation is in Idle or Active.

g. The Screen shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or Configurations made in the MMS and communicated wirelessly to the Paystation at least once per day.

h. The Screen shall be fully programmable to display, at a minimum, messages corresponding to the following conditions:

   i. Condition 1: Paystation is "on" and Idle before operating hours. Information: Days/hours of operation, Time Slots, rates, regulations; configurable "Free" message.

   ii. Condition 2: Paystation is "on," Idle, and unpaid during operating hours. Information: Days/hours of operation, Time Slots, rates, regulations; configurable "Expired" message. A 'time left window' is displayed when the Customer selects a space with time. If expired, there is no visual indication on the display. The Paystation will show a black flip dot on its backside indicating 'paid' or red indicating 'expired'.

   iii. Condition 3: Paystation is "on," Idle, and a Customer pays for at least one space paid during operating hours. Information: Days/hours of

operation, Time Slots, rates, regulations; countdown of time left before Paystation's selected space expires. A 'time left window' is displayed when the Customer selects a space with time. If expired, there is no visual indication on the display. The Paystation will show a black flip dot on its backside indicating 'paid' or red indicating 'expired'.

iv. Condition 4: Customer inserts a card incorrectly during operating hours. Information: Error message specific to condition.

v. Condition 5: Customer inserts credit card and it is declined. Information: Error message specific to condition.

vi. Condition 6: Customer inserts parking card causing the Paystation to become Active, adds/subtracts time and money using meter inputs.

vii. Condition 7: Customer inserts parking card causing the Paystation to become Active, but pulls card out before transaction is completed. Information: Configurable "transaction cancelled" message. Depending upon when the Customer removed their card, during this process, the end Customer would see either a 'configurable' transaction cancelled message, or a partial payment received message – 'Do you want to add additional funds?'

viii. Condition 8: Card slot is inoperable. Information: Days/hours of operation, Time Slots, rates, regulations; configurable error message specific to condition.

ix. Condition 9: Coin slot is inoperable. Information: The available methods of payment are displayed.

x. Condition 10: Both coin and card slots are inoperable. Information: Configurable message specific to condition. Paystation will also check to determine if contactless reader is available. If it is, it would not be out of order and would provide a suitable configurable message.

xi. Condition 11: Customer presses "cancel" button. Information: Configurable "transaction cancelled" message. Message will be displayed at any point a Customer cancels up until they select 'ok' to complete the transaction. Message is configurable.

xii. Condition 12: Paystation is Active (payment is in progress). Information: current time slot and rate, time and corresponding payment stepping up or down as Customer adds coins or presses the +/- buttons to add/subtract time. Thr.ee discriminates (time or $ amount) are available and intervals for each discriminate are set by MMS.

xiii. Condition 13: ***Within 90 Days of the Notice to Proceed***, when Paystation is Active, current time period has a rate assigned, next time period has a Tow regulation in the next time period; Customer adds money/time up to the beginning of Tow regulation. Information: Configurable "limit reached" message. Max Time window is displayed

with a configurable message but is not tied to the next rate. When the Customer has selected the Space # they would have any TOW times highlighted along with a complete listing of the schedule periods for the Day.

xiv. Condition 14: Paystation is Active, current time slot has a rate assigned; Customer adds money/time up to the time limit programmed in the Paystation. Information: Configurable "limit reached" message.

xv. Condition 15: Paystation is Idle, current time slot has Tow regulation. Information: Configurable "tow" message. Customer can see Tow Periods for the space from the main Screen. Should the Customer select a space that is in a TOW Period, a configurable message would be displayed indicating that it is a TOW Period.

xvi. Condition 16: Paystation is "on" and Idle after operating hours. Information: Configurable "Free" message.

Condition 17: Paystation has rate programming in effect. Information: Days/hours of operation, Time Slots, rates, regulations; configurable "special" message specific to the special programming. Paystation only displays configurable rate message.

Paystation Interface

a. The Paystation shall have a keypad for inputting information.

b. The Paystation shall have a mechanism that provides prompting and confirmation to the Customer as he/she conducts a payment at the Paystation.

Clock

a. Paystations shall automatically adjust internal clocks for daylight savings time periodic changes.

b. Paystation clocks shall be accurate to within plus or minus two seconds per Day.

c. Paystation clocks shall be synced each time they communicate with the MMS.

d. Paystation clocks shall track each day of the week.

Power

a. Based on the operational parameters identified in Section II. A.7) j. i. of the Request for Proposals, new and fully charged Paystation batteries shall function for at least one year from installation date.

b. Paystations shall include a solar panel.

c. Batteries shall be standard "off-the-shelf" battery products available for consumers.

d. A low battery remote alarm indicator shall be included to facilitate timely replacement of batteries.

e. With the exception of any 'hold and send' data, if a Paystation loses power (solar and/or battery), or the battery becomes depleted or disconnected, the Paystation shall be able to retain all stored programming, operational, and financial audit data for a minimum period of one year. Debug Logs, are configured to be maintained for sixty Days if not sent and acknowledged by the MMS.

8. Visual Enforcement

Paystation spaces shall be enforceable via flip dots and LED lights from the street at the Paystation level regardless of weather conditions.

9. Card Reader Payment and Processing

a. Paystations shall accept the following: NFC payments (Google® Wallet and ISIS wallet (Visa)), Visa and MasterCard in magnetic stripe and the following contactless payment formats Visa® payWave and MasterCard® PayPass™.. A parking patron should be allowed to pay for parking by using an NFC-enabled device with appropriate payment application or an NFC-enabled credit card

b. Paystations shall have the ability to be programmed for additional payment systems. Upon request of the SFMTA Contractor will determine if possible, and if so, prepare and provide a timetable and cost for implementation.

c. The Paystation shall store a maximum of 15 credit card transactions while in "hold and send" mode before automatically disabling the credit card payment method.

d. The credit card payment gateway provider shall be compatible with and certified for use by credit card processor at the acquiring bank of the SFMTA's choice.

e. The payment gateway provider must be compatible with the City's merchant account processor.

f. The Paystation's card reader shall be non-locking and shall always permit users to remove cards without damage to the card, especially during a fault situation or power failure.

g. If a credit card is inserted improperly, the card shall be easily removed by the Customer without the use of any tools.

h. If the card slot or reader is inoperable, the Paystation shall have the option to accept coins and contactless payment methods, and shall continue to display PaybyPhone transactions.

i.   The card connector shall be rated at more than 200,000 cycles under ideal conditions.

j.   The card reader module shall have no electronic intelligence of its own. All of the driver and decision-making circuitry that establishes communication with inserted cards shall be located on the main board.

k.   Paystations shall be capable of accepting the SFMTA Parking Card and third party payment options. Contractor shall notify SFMTA of any newly introduced third party payment options that cannot be immediately accepted upon request of the SFMTA in order to negotiate the timetable and cost for implementation.

l.   During the customer transaction and after entering the space #, Paystations shall display the SFMTA Parking Card balance prior to purchase of time, and display a configurable 'transaction completed' message to indicate SFMTA Parking Card payment has been accepted.

m.   Upon request of the SFMTA, Contractor shall prepare a quotation for development costs to enable Paystations to support secure on-line authorizations of smart cards at the time of the transaction. Should the quotation be accepted, SFMTA and Contractor will negotiate a project scope and timeline for completion.

10.   **Revenue Audit Capabilities**

a.   Paystations shall record/store the number and value of all valid coins, including a count of each individual type of valid coin (e.g., quarters, dimes, nickels) and the date and time each coin was inserted.

b.   Paystations shall reject each invalid coin and return it to Customer and record this information in the MMS.

c.   Paystations shall record/store the number and value of valid pre-paid and credit card transactions, and a summary of electronic cash amounts.

d.   Each type of payment information (valid coins, invalid coins, electronic payments) shall be stored separately in the Paystation's memory.

e.   Electronic information (coin count and revenue totals) shall be 99% accurate when compared to the following:

   i.   Coins: between MMS collection report and physical coin count.

   ii.   Credit Card: between gateway report and bank deposit.

   iii.   Coin, credit card and smart card revenue: between MMS, financial reports and the SFMTA data warehouse.

f.   Audit information shall be available for retrieval through MMS and at the Paystation via the maintenance menu and Personal Computer Memory Card International Association ("PCMCIA") memory card

g. With the exception of any 'hold and send' data financial audit data must not be affected by the reading or retrieval of maintenance data, by resetting the Paystation, or by other maintenance events.

Collection Event Recording and Revenue Counter Reset

a. Paystation must reset coin counters at the time of the physical coin collection.

b. Paystation must record the time and date of the door opening, and detailed coin audits since the last collection within the proposed MMS.

c. SFMTA maintenance personnel must be able to open the vault door without producing coin audit or a Paystation coin counter reset.

d. Paystation shall automatically enter all vault opening events data into the MMS. SFMTA shall be able to filter data and produce data reports.

e. ***Within 60 Days of the Notice to Proceed***, Contractor shall provide SFMTA the ability to reset Paystations' coin counters remotely from the MMS. This ability shall support both individual Paystation reset and group resets that depend on set MMS groupings, such as collection route and sub route, maintenance route, street block(s), or the entire Street.

Security and Coin Collection

a. Paystations shall allow no access to the coin vault area from the maintenance compartment.

b. Paystations shall allow no access to the maintenance compartment from the coin vault area.

c. Paystations must include a high security locking mechanism for the maintenance compartment.

d. Paystations must include a high security programmable electronic lock and key for daily collections.

e. All locks for the Paystations must be high security locks with anti-tampering protection.

f. Paystations shall be configured so that the SFMTA or its designee shall be able to program electronic keys and locks for a single Paystation, a designated group of Paystations or the entire Paystation inventory.

g. The Contractor shall provide two cashboxes for each supplied Paystation.

h. Cashboxes shall have a reset flag to indicate that the cashbox was emptied and reset for the next collection use.

i. Cashboxes shall be made of light durable material that is easy to handle. It shall not have sharp edges.

j. Cashboxes shall have an ergonomic handle design.

k. Paystations shall automatically communicate the total dollar amount and number of coins for each denomination as well as total revenue immediately after any successful collection.

l. Paystation shall automatically issue a collection receipt upon removal of the cashbox. The receipt must indicate the total amount collected, as well as the number of coins of each denomination, and the grand total of the revenue contained within the cashbox.

Communications

a. Provided that power and communication networks are available, Paystations must transmit payment data and maintenance alert data to the MMS wirelessly *within 120 seconds* after determining the transaction has been completed.

b. Paystations must provide secure on-line authorizations of credit cards at the time of the transaction.

c. Paystations must provide a "hold and send" feature for credit card payments that can be activated when the attempted authorization communication exceeds a configurable amount of time or network is down or not available and credit card payments cannot be authorized in on-line mode.

d. Paystations shall initiate communication with the MMS periodically, on a schedule mutually agreed upon by SFMTA and the Proposer, regardless of the occurrence of transactions or faults.

e. Paystations shall have the ability to support both GPRS and CDMA-based wireless communication providers.

Maintenance

a. Paystations shall be easily maintained and serviced, and shall be designed so that metallic and non-metallic foreign objects can be cleared from the coin chute or track and/or card reader slot within a three-minute timeframe, under any weather conditions. No special tools shall be required.

b. Paystations shall return to full functionality within one minute of replacing a coin chute or track and/or and card reader. The replacement process shall take no longer than three minutes. No special tools shall be required for replacement of these items.

c. Paystations shall feature on-board diagnostics that include a full on-Screen menu or display that shows electronic error codes that enable technicians to analyze problems on-site.

d. *Within 90 Days of the Notice to Proceed*, Paystations shall allow for SFMTA's maintenance and meter shop staff to add time without making payment and/or having the payment register as revenue in the audit information. The value of the payment shall be logged as $0.00.

e. Paystations shall provide a means to test coin, credit card and smart card usage without being recorded in the payment audit data. When the Paystation testing is completed, the Paystation shall automatically revert back to normal operation without further operator intervention or commands.

f. ***Within 90 Days of the Notice to Proceed***, the Paystation shall have a feature that allows maintenance staff to add a full day's time (up to 24 hours) to the Paystation without adding coin or card payments.

Installation

a. Each Paystation shall include all materials needed for a complete deployment.

b. All Paystations shall be supplied with a mounting plate.

c. Contractor shall deliver fully prepared Paystations.

d. When SFMTA takes possession of the Paystation it shall have been properly configured, tested, being able to connect to the network, and be fully operational.

e. As installation progresses, the Contractor shall create electronic inventory records for the installed Paystations, including but not limited to delivery dates, install dates, and post installation location code.

SECTION III: MMS, Paystation Programming, and Data Integration

A. MMS, Paystation Programming, & Data Integration General Specification Requirements: The Contractor shall ensure the following

1. MMS – General

   a. Provided that the power and communication network is available login to the MMS shall take *less than 60 seconds*.

   b. MMS shall contain, at a minimum, the following general modules:

      i. System Administration

      ii. Asset and Inventory Management

      iii. Faults and Maintenance Reports

      iv. Revenue Reports

      v. Management of User Permissions and Alarms

      vi. Credit Card Hotlist

      vii. Paystation Behavior Programming

      viii. Management of the maintenance work orders

   c. MMS shall be server-based and accessed via the web. MMS shall not require any custom software to be installed on the end user's machine, other than the SFMTA standard web browser.

   d. For any mutually agreed to alternative internet browsers, and upon reasonable notice, the Contractor shall be responsible to deliver any and all updates to its MMS to ensure full compatibility with the latest versions of the internet browsers for the useful life of the Paystations.

   e. Except for the 3rd party Report Builder tool MMS shall offer a uniform User interface, in which the same colors, fonts, nomenclature, icons and logos are used for all MMS modules.

A Detailed diagram of the Contractor's MMS is located in Appendix 13 – Miscellaneous Documents.

MMS Documentation

   a. All standard reports in the MMS shall be fully documented and explained in the MMS manual, including allowable values.

   b. All standard Paystation Behavior programming variables shall be fully documented and explained, in the MMS manual, including allowable values.

   c. All standard Paystation Backend Settings shall be fully documented and explained, in the MMS manual, including allowable values.

MMS Users and Permissions

a. MMS shall support a minimum of 10 different User groups, each with its own set of permissions for viewing reports and/or conducting changes to Paystation programming.

b. MMS shall allow SFMTA to manage Users and permissions directly, without having to go through the Contractor in order to add Users or assign or modify User permissions.

Asset and Inventory Management

MMS shall, at a minimum, have the ability to record and display the following information:

a. Date- and time-stamp of all maintenance, inventory, and audit data.

b. Paystation serial numbers, maintenance routes and descriptions, collection routes and sub-routes,   and parking space Post ID numbers.

c. Audit, maintenance, inventory and programming transactions for a given space parking space Post ID number.

Faults and Maintenance

a. The MMS shall contain reports on Paystation health status.

b. The MMS shall record Paystation maintenance performed by repair staff.

c. The MMS shall record all Paystations' general status and performance, including fault and maintenance events, parking sessions, financial transactions, and payment status time, where status time is defined as the time the result of a payment request was generated.

d. The MMS shall contain, at a minimum, the following reports:

  i. Maintenance activity by Paystation serial number, parking space Post ID, parking meter repairer, or operational status.

  ii. Exception report for Paystations not repaired.

  iii. Exception report for Paystations that have not communicated with the MMS within 24 hours or the time(s) determined by the SFMTA to be an exception, including the number of hours since last communication.

  iv. Operational status by: Paystation serial number, parking space Post ID, date and time. The latter shall include automatic health events created by Paystation and manually entered by PMR's maintenance activity.

MMS Alarms

a. The MMS shall log all Paystation 'health status' alarms and retain information, including time of alarm, time resolved, who resolved the problem, and the action taken.

b. The MMS shall include, at a minimum, initial warning alarms and subsequent shutdown/failure alarms for the following events:

  i. Coin collection – when physical collection occurs.

  ii. Coin collection – when the coin canister is full.

  iii. Paper replacement (if applicable).

  iv. Initial low battery setting has been reached.

  v. Battery is experiencing a fault.

  vi. Wireless communications interruption. Paystation logs if wireless communications are 'down' to its 'Events logs', when it attempts to communicate. This information is transmitted to the MMS as the cellular network becomes available.

  vii. Coin payment and card payment operation failure.

  viii. Out-of-paper supply alarm, if applicable.

  ix. No Customer receipt detection alarm, if applicable.

  x. Operating system fault is detected for the MMS and Paystation.

  xi. Operational functions.

  xii. Door open detection (vault and maintenance doors).

  xiii. ***Within 60 Days of the Notice to Proceed***, Status/record of all file transfer activities, including who requested the transfer, when the request was made and sent and Paystation accepted status.

  xiv. Live alarm to detect communication status.

  xv. Service agent number/technician and IT trail.

  xvi. Notice of various initialization and machine setting routines.

  xvii. Communication failure alarm in back office software. An alarm (e-mail) would be sent if Contractor's server went down.

  xviii. No transaction within defined timeframe.

  xix. No coin transaction within defined timeframe.

  xx. No card or credit card transaction within defined timeframe.

  xxi. MMS is "frozen" or down.

  xxii. Server that accepts Paystation data, and supports the MMS, is down.

c. The MMS shall alert SFMTA each Day that the number of Paystations in the non-reporting Paystations list reaches 2% of the number of Accepted Paystations.

Revenue Reports

a. The MMS shall contain summary revenue reports.

b. The MMS shall contain detail revenue reports, to the space level.

c. The MMS shall report revenue broken down by payment type (i.e., coin, SFMTA parking card, credit card, other).

d. The MMS shall include a Transaction Detail Report that lists the Transaction ID and the Transaction Date, Transaction Start Time, Transaction End Time, the Amount Paid, the Payment Type, the Time Purchased. In the case where payment is made during prepayment hours, the Time Purchased shall include only time starting at the beginning of operating hours for which payment is required.

e. The MMS shall, at a minimum, have the ability to generate the following (or similar) reports by date/date range:

   i. Revenue by parking space Post ID, collection zone, maintenance route, or other geographically defined areas, e.g., Parking Management Area or Parking Management Zone.

   ii. Payment for parking session by parking space Post ID, collection zone, maintenance route, or other geographically defined area as set out in Attachment 1 – OUTGOING Parking Space Inventory XML specification.

   iii. Current location of Paystation by serial number.

   iv. Daily Paystation collection report with Paystation numbers, Paystation location (not space), route numbers and amount collected by metered space.

   v. Exception report for Paystations not collected.

   vi. Revenue over a specified time period.

   vii. Collection revenue over a specified time.

   viii. Average number of Paystations and % of inventory out of order over a specified time period.

   ix. Average repair time over a specified time period.

   x. Rejected and declined cards: The report shall also be able to identify overall share of rejected/declined transactions based on card transaction counts and revenue. Credit Card Rejected report must be available on the Effective Date of the Agreement; Smart Card Rejected Report must be available ***within 90 Days of the Notice to Proceed.***

f. The MMS shall provide time and date range reporting capabilities of various payment statuses (e.g. coin revenue, credit card revenue, smart card revenue etc.), revenue collection, alarm status, operational status, current and historic Paystation faults.

g. ***Within 90 Days of the Notice to Proceed***, the MMS shall include a standard report showing the usage of the maintenance cards, maintenance feature that disable revenue totaling, and maintenance payments.

h. The MMS shall include a standard report showing the number of rejected credit cards per machine broken out by reason for rejection including at least the following three reasons:

    i. Bank declined the charge

    ii. Communications failure prevented an authorization from being approved, and

    iii. The card was unreadable

i. The MMS shall include a standard report showing revenue from each collection day to the following collection day.

j. The SFMTA shall be able to introduce new payment types and have it reflected in the Revenue Reports.

Management of User Permissions and Alarms

The MMS shall be configurable to send alarms to designated personnel if a Paystation is not functioning.

Paystation Location Assignment in MMS

a. The MMS shall accommodate at least twelve symbol alpha numeric format of the Paystation identification numbering sequences, including but not limited to Paystation number (i.e. MS ID), parking space number (i.e. Post ID that identifies a space managed by the Paystation), collection zone number, enforcement zone number etc., (The current format is nine characters: eight numeric & one symbol, e.g., 111-11111).

b. The MMS shall allow for assignment of Paystation MS ID's in batches via CSV file.

Paystation Backend Settings

a. The following Paystation settings shall be programmable:

    i. Standby mode and times

    ii. Card payment settings

    iii. Coin payment settings

    iv. Screen parameters

    v. LED settings

    vi. ***Within 90 Days of the Notice to Proceed***, PaybyPhone payment display settings

b. The Paystation card payment system shall be programmed with a customizable time delay for the user to cancel a transaction.

c. The Paystation shall allow programing for a configurable grace period where specified amount of time is added to any completed transaction time purchase.

MMS, Paystation Programming, and Data Integration Additional Requirements

1. MMS – General

   a. Date format shall be consistent throughout the entire MMS and shall be customizable by SFMTA.

   b. MMS shall include a search module that allows the User to enter in a MS ID or Post ID and a date or date range to get a list of the currently applied rates, including any special event rates, and hours of operation.

   c. *Within 60 Days of the Notice to Proceed*, the Contractor shall provide and maintain for the term of the contract (at no cost to SFMTA) SFTP Site for the purpose of exchanging all XML and CSV files with SFMTA, except for incoming transaction data XML.

   d. *Within 60 Days of the Notice to Proceed,* the Contractor shall provide a file structure in the SFTP Site as specified by SFMTA.

   e. *Within 90 Days of the Notice to Proceed,* the MMS shall be able to transmit the PBP payment status to the Paystation's selected space.

   f. Using the Contractor's Report Builder tool, the MMS shall allow SFMTA to create ad-hoc reports combining User-Defined and Standard Variables.

   g. The Contractor shall be able to develop (at no additional cost) up to 25 custom reports for the term of the Contract; by mutual agreement as to scope of work and from currently available data from the MMS.

Paystation Behavior Programming

   a. The MMS shall accept Paystation programming in at least two different ways:

   i. Manually, via web User interface in the MMS.

   ii. *Within 90 Days of the Notice to Proceed,* automatically, via XML or CSV file deposited in Contractor's SFTP Site, per the specifications in Attachments 1-13.

   b. The MMS shall allow SFMTA to determine which variables related to a metered space may be edited via XML, CSV or web user interface.

   c. *Within 90 Days of the Notice to Proceed,* the Paystations shall accept programming for subsets of the rules required below:

Rule Type	Overall Behavior	Rule	Specific Behavior
FREE	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped. Time limit is 0.	FREE1, FREE2, FREE3	Meter displays one of three possible pre-defined FREE messages

Rule Type	Overall Behavior	Rule	Specific Behavior
PREPAY	Meter accepts payment before the beginning of operating hours, for the first hour of operating hours.	PREPAY1, PREPAY2	Meter displays one of two possible pre-defined PREPAY messages
RATE	Meter accepts payment and credits time based on programmed rate for specified hours of the day.	RATE00.00, RATE00.05, … RATE18.00	Meter charges specified rate during specified hours
TOW (no parking)	Meter has no rate assigned, does not accept card payment, and does not give time if a coin is dropped	TOW1, TOW2, TOW3	Meter displays one of three possible pre-defined TOW messages
TIME LIMIT	Meter has time limit assigned so that the amount of time a Customer can purchase is restricted for specified hours of the day.	TL0010, TL0015, … TL1440	Meter restricts purchase to specified time limit during specified hours.

d. ***Within 90 Days of the Notice to Proceed,*** the *SFMTA* shall be able to program the following general business rules into the MMS:

Time periods programmed with behaviors FREE, PREPAY, RATE, and TOW have to be mutually exclusive.

Time periods programmed with behaviors PREPAY may only precede Time Slots programmed with rule type RATE.

Time periods programmed for FREE or TOW may not have Time Limits assigned to them.

Time limits apply only to Time Slots programmed with RATES.

e. ***Within 90 Days of the Notice to Proceed,*** the SFMTA shall be able to program RULE TYPE "RATE" with a rate = $0.00 (different than RULE TYPE "FREE"). When RULE TYPE "RATE" = $0.00, Paystation behaves the same as RULE TYPE "FREE", but displays the information differently.

f. ***Within 90 Days of the Notice to Proceed,*** Paystations shall accept programming of Time Limits independent of rates.

g. ***Within 90 Days of the Notice to Proceed,*** the User shall be able to program and re-program Paystations in batches, whether or not the original programming within the selected batch was the same, and without affecting other parameters of the original Paystation Behavior.

h. The SFMTA and Contractor shall mutually agree upon and determine the Configuration name rules for the Paystations. Using these rules, the MMS shall automatically assign the proper Configuration name to Paystations when adding or updating the inventory.

i. The Paystation shall never allow a Customer to purchase time in excess of the following, whichever is smallest.

   i. The total number of operating hours for the day (i.e. if meter operates from 9am to 6pm, the maximum number of hours a Customer can purchase is 11, and only if the time limit is "no limit").

    ii. The total number of hours left in the operating hours at the time the Customer conducts the transaction.

    iii. The maximum number of continuous operating hours from the time of payment excluding TOW periods.

    iv. The time limit programmed in the meter

j. Paystations shall accept programming for a minimum of 16 unique Time Slots within a 24-hr. period between 0:00:00 and 24:00:00 hours, each with its rule. Paystations shall also be capable of displaying all Time Slots on the Screen or multiple Screens, at any time of the Day.

k. Paystation shall accept programming for Time Slots as small as ¼ of an hour.

l. Paystation shall accept programming for up to four different types of Days within a week, where each Day type contains a unique set of time slot + rule combination.

m. SFMTA shall be able to program rates in $0.05 increments.

n. Contractor will ensure that if a Paystation is programmed with two different rates in adjacent Time Slots and a Customer pays for time starting in one time slot and ending in the next, the Paystation shall prorate the amount charged for the time purchased.

o. *Within 90 Days of the Notice to Proceed,* when programming Paystations via the web user interface, the User shall be able to set the effective time and date when he/she wants the new Paystation Behavior take effect.

p. *Within 90 Days of the Notice to Proceed,* at any given time, Paystations shall behave in accordance with programmed Behavior parameters until such time as a new set of parameters becomes effective.

Initial Paystation Behavior Programming

Within 90 Days of the Notice to Proceed:

a. The MMS shall support automatic initial programming of any new set of Paystations and corresponding spaces at any time via XML files and CSV tables deposited in the Contractor's SFTP Site. The programming of any new set of metered spaces will generally consist of up to four files submitted to the Contractor simultaneously or successively at short intervals as listed below:

    i. Parking Space Inventory XML file, as specified in Attachment 1

    ii. Operating Schedule XML file, as specified in Attachment 2

    iii. Price Schedule XML file, as specified in Attachment 3

    iv. Special event pricing and regulation XML file, as specified in Attachment 4

b. The Contractor shall provide initial programming of Paystations via XML file as follows:

   i.   Existing Paystation inventory.

   ii.   Paystations added to the current inventory as part of meter expansion.

  iii.   Paystations added to already-metered blocks, as needed.

c. Paystations submitted for programming by 11:59:59 PM any Day shall be programmed into the system by 6:00 AM *within three business days*.

d. Following Paystation programming, Contractor shall:

   i.   Provide a reconciliation XML file for verification in accordance with the specification in Attachment 7

   ii.   Set the programmed Paystations to "Active" so that they are ready to go live on the street.

Paystation Programming Reconciliation:

Within 90 Days of the Notice to Proceed

a. The Contractor shall issue an XML file in accordance with Attachment 7 "Reconciliation XML specification" and deposit it in the Contractor's SFTP Site for pickup by SFMTA.

b. The MMS shall allow SFMTA to select any subset of Paystations using any combination of standard and User-defined filters and an effective date, and generate an XML file as specified in Attachment 7 "Reconciliation XML specification" and deposit it in the Contractor's SFTP Site for pickup by SFMTA.

c. The MMS shall issue a reconciliation XML file containing the entire Parking Paystation Space inventory and associated Descriptive Variables (both User-defined and standard) per the specification in Attachment 7 to the SFTP Site for pickup by SFMTA. SFMTA will use the reconciliation XML to routinely compare the attributes of Paystations in the SFMTA and the Contractor databases for the purpose of verifying programming and correcting any discrepancies that may arise.

Screen Programming

a. Screens shall be able to communicate rates and regulations for every time slot programmed in the Paystation, each time slot in one line, so that a Customer arriving at any time of the Day when the Paystation is on can see all the Time Slots and related rates and regulations for that Day.

b. If Paystation requires more than one Screen to display all Time Slots and rates for one Day, then User shall be able to program lines that repeat across all Screens and lines that change from Screen to Screen.

c. All Time Slots, rates and Screens programmed shall be visible in the MMS.

d. *Within 90 Days of the Notice to Proceed,* all messages on Paystation Screens, including messages related to special programming, shall be based on pre-defined variables, as illustrated in Example III.B.5.d.

e. ***Within 90 Days of the Notice to Proceed,*** User shall be able to program Descriptive Variables, whether standard or User-defined, into Paystation Screens, as illustrated in Example III.B.5.e.

f. ***Within 90 Days of the Notice to Proceed,*** Screen editor shall be independent of rate or tariff editor, so that messages are uniform across all Paystation programming, as illustrated in Example III.B.5.f.

Example III.B.5.d/III.B.5.e/III.B.5.f   [refers to all three requirements above]

User shall be able to introduce user-defined variables (such as Post ID in example below) into the screens.

User shall be able to pre-define all variables used on screens, so that changing a global message on all screens of all meters requires only changing a single variable.

```
[Post ID] [EXP1] – [TL_TXT] [TL1]
        [ENF_TXT] [DAYF]-[DAYL]
[TS1_ST] – [TS1_END]:     [RATE_1.50]
[TS2_ST] – [TS2_END]:     [RATE_2.00]
[TS3_ST] – [TS3_END]:     [RATE_3.00]
              [DAY], [TIME]
              [SCRL_TXT]
```

Results in:

```
470-01250 EXPIRED – MAX 30 min
       ENFORCED MON-SUN
7:00am – 12:00pm:     $1.50/hr
12:00pm – 3:00pm:     $2.00/hr
3:00pm – 6:00pm:      $3.00/hr
       6 July 2012, 5:22 pm
              MORE ↓
```

Where:

VAR NAME	VAR VALUE	SOURCE
Post ID	Post ID	User-defined variable stored in MMS
EXP_TXT	"EXPIRED"	User-defined variable with text content; tied to meter status (meter not paid)
TL_TXT	"MAX"	User-defined variable with text content
ENF_TXT	"ENFORCED"	User-defined variable with text content
DAYF	First day of week meter is enforced	Meter behavior programming
DAYL	Last day of week meter is enforced	Meter behavior programming
TSX_ST	Time slot X start time	Meter behavior programming
TSX_END	Time slot X end time	Meter behavior programming
RATE_1.50	RATE = $1.50/hr	Meter behavior programming
DAY	CURRENT DAY	MMS/meter clock

VAR NAME	VAR VALUE	SOURCE
TIME	CURRENT TIME	MMS/meter clock
SCRL_TXT	"MORE ↓"	User-defined variable with text content

If user wishes to change "ENFORCED" to "IN EFFECT" in all meter screens, all he/she needs to do is change the value of variable ENF_TXT from "ENFORCED" to "IN EFFECT", and that will update every screen where variable ENF_TXT is called.

g. ***Within 90 Days of the Notice to Proceed,*** the User shall be able to set default formats for displaying rates, times, Time Limits and other information on the Screens.

MMS Customization

a. The MMS shall have a mechanism to prevent any number of credit cards from being accepted, also known as a Hotlist. If used, any credit card account number the SFMTA adds to the Hotlist shall be denied at the Paystation.

b. ***Within 180 days of the Notice to Proceed***, the MMS have a mechanism to prevent any number of smart cards from being accepted, also known as a Hotlist. If used, any smart card number the SFMTA adds to the Hotlist shall be denied at the Paystation.

c. The MMS shall allow SFMTA to choose custom descriptors for Standard Variables routinely supported by the MMS in a master file or master page. Once saved, custom descriptors shall propagate throughout the MMS where the standard descriptors once appeared, as illustrated in Example III.B.6.c.

Example III.B.6.c

Master list of descriptors:

STANDARD DESCRIPTOR	DESCRIPTION	CUSTOM DESCRIPTOR (chosen by SFMTA)
Pole	Parking space identifier	PostID
Area Name	Name of street where pole is located	Street
…	…	…

Then:

ORIGINAL PAGE NAME	NEW PAGE NAME
Find Pole	Find PostID
InActive Poles	InActive PostIDs
Manage Poles	Manage PostIDs
Pole Transaction Detail	PostID Transaction Detail
Manage Areas	Manage Streets

And a report with the following original column headings:

Zone	Area	Pole

Shall have custom column headings:

Zone	Street	PostID

And so on.

d. ***Within 90 Days of the Notice to Proceed,*** in addition to vendor defined variables typically supported by the MMS, the MMS shall be capable of storing SFMTA-defined Variables as described in Table III.B.6.d and in Attachment 6.

Table III.B.6.d

Variable Name	Type/Size	Sample	Description
PARKING_SPACE_ID	number	100281	This is a surrogate ID automatically generated by SFMTA when a parking space is added to the database
JURISDICTION	varchar2(5)	SFMTA	Entity with jurisdiction over metered space (SFMTA or PORT)
OLD_RATE_AREA	varchar2(10)	Area 1	Corresponds to regulations that applied to metered spaces prior to SFpark, and still govern metered hours and rates in areas outside SFpark.
AREA_TYPE	varchar2(10)	Pilot	SFpark pilot area, SFpark control area, or "-" if neither.
STREET_BLOCK	varchar2(35)	BAY ST 100	Street name + street type + block number where metered space is located.
STR_NUM_PARITY	varchar2(4)	Even	Odd or even side of the street, based on street addresses.
ON_OFFSTREET_TYPE	varchar2(3)	ON	Describes whether the metered space is on street or off street.
CAP_COLOR	varchar2(10)	Grey	Colors correspond to how the metered space is regulated as described below. In the case of Grey, Green, Yellow, and Red, they also correspond to the actual cap (dome) color on the street.
DOME_COLOR	varchar2(10)	Grey	The actual color of the dome on single space meters.
SPACE_TYPE	varchar2(20)	GMP	Describes the type of metered space (GMP, GMP-ST, ML (meter loading), MTL (meter truck loading), MC (motorcycle), TOUR BUS, BOAT TRAILER); related to CAP_COLOR above
ACTIVE_METER_FLAG	char(1)	M	Describes meter status (metered, temporarily removed, legislated but not yet installed, etc).
PMR_ROUTE	varchar2(10)	J-2	Parking Meter Repairer (maintenance) route.
COLLECTION_ROUTE	varchar2(10)	411	Describes coin collection route.
COLLECTION_SUBROUTE	varchar2(10)	411.52	Describes coin collection subroute.
PCO_BEAT	varchar2(7)	109A	Describes enforcement beats for SFMTA's Parking Control Officers (PCOs).

Variable Name	Type/Size	Sample	Description
TOW_FLAG	char(1)	Y	Y/N indicates metered space has a TOW schedule.
PAX_FLAG	char(1)	Y	Y/N indicates metered space has a Passenger Loading hours.
COMMERCIAL_FLAG	char(1)	Y	Y/N indicates metered space has commercial loading hours.

e. The MMS shall provide the ability to store 10 additional User-Defined Variables (empty1, empty2, etc.) associated with the MS ID. The SFMTA shall be able to designate these variables on an as-needed basis.

f. The MMS shall store the equivalent of the parameters contained in SFMTA's Operating Schedule

g. type "OP" as defined in Attachment 2 – OUTGOING Operating Schedule XML specification and as listed below:

   i. Days of week

   ii. Prepayment time

   iii. Start time

   iv. End time

   v. Time limit

h. The MMS shall allow SFMTA to pre-load allowable values for San Francisco street names and types so that only existing names and types can be entered in the street data field.

i. *Within 90 Days of the Notice to Proceed,* the MMS shall accept content provided by SFMTA via XML file to populate User-Defined Variables as well as Standard Variables as described in Attachment 1 – OUTGOING Parking Space Inventory XML specification.

j. *Within 90 Days of the Notice to Proceed,* the MMS shall accept content provided by SFMTA in CSV format to be uploaded to the MMS to populate User-Defined Variables as well as Standard Variables.

k. *Within 90 Days of the Notice to Proceed,* the MMS shall be able to export content into XML files as specified in Attachment 6 – INCOMING Parking Space Inventory XML specification and Attachment 7 – INCOMING Reconciliation XML specification on demand, for any Paystation or set of Paystations selected by the User.

l. Upon mutual agreement of the SFMTA and the Contractor, the MMS shall support expansion of the number of characters in both standard and User-Defined Variables.

m. User-Defined Variables shall consist of attributes of Paystation only and shall not affect Paystation Behavior; however, MMS shall allow SFMTA to filter by user-defined variables for grouping Paystations for the purpose of batch editing Paystation Behavior, as illustrated in Example III.B.6.m.

Example III.B.6.m

Scenario: SFMTA currently has GMP meters that have 1-hr. and 2-hr. Time Limits, but may have different operating hours or regulations (e.g. some may have a TOW restriction in the morning whereas others do not). SFMTA wishes to change the time limit in all 1-hr. GMP meters to 2 hrs. The User shall be able to select all meters where SPACE_TYPE = GMP and MAX_TIME = 1 hr. and assign a 2-hr. time limit to all of them at once.

n. The MMS by way of Contractor's Report Builder tool, shall support the addition of any subset of the User-Defined Variables as columns to standard reports to create ad-hoc reports that combine User-defined and Standard Variables, as illustrated in Example III.B.6.n.

Example III.B.6.n

Scenario: User wishes to insert additional information into the standard Meter Faults report for the purpose of assigning PMRs to maintenance shifts in the Marina neighborhood, and to optimize maintenance routes by having PMRs walk one side of the street first, then the other.

Sample standard Meter Faults report columns:

Area	Street	Post ID	Fault	Date

Standard Meter Faults report with User-defined columns, filters, and sorts added:

Area [Filter 1: Marina]	PMR Route [Sort 1: ascending]	Street	Street and Block [Sort 3: ascending]	Side [Sort 2: ascending]	Post ID	Fault	Date

o. The MMS shall support filtering and sorting based on User-Defined Variables as well as Standard Variables for programming, reporting, or other purposes.

p. *Within 90 Days of the Notice to Proceed,* the MMS shall support exporting daily Paystation revenue CSV file as defined in Attachment 9.

q. *Within 90 Days of the Notice to Proceed,* the MMS shall support exporting daily Paystation maintenance CSV file as defined in Attachment 10 and 11.

Inventory and Asset Management Reports

a. The MMS shall support a Parking Space Inventory Report that contains all Paystation IDs and space numbers programmed in each Paystation as described in Example III.B.7.a.

Example III.B.7.a

	Zone	Area	Street	Street & Block	Side	MsID	Space Num
1	San Francisco	Civic Center	OAK ST	OAK ST 0	EVEN	590-00002	4
2					EVEN	590-00002	6
3					EVEN	590-00002	8
4				OAK ST 0	EVEN	590-00004	16
5					EVEN	590-00004	18
6					EVEN	590-00004	20
7			LARKIN ST	LARKIN ST 100	ODD	542-01001	1
8					ODD	542-01001	3
9					ODD	542-01001	5

b. The MMS shall support a Parking Space Inventory Report that describes Paystation Behavior for every time slot of each Day, as illustrated in Example III.B.7.b.

Example III.B.7.b – Parking Space Inventory Report

	Street and Block	Post ID	Cap Color	Days	From	To	Free	Prepay	Tow	Rate	Time Limit
1	05TH ST 600	205-06621	Green	Mo,Tu,We,Th,Fr	12:00 AM	8:00 AM	X				
2					8:00 AM	9:00 AM		X			
3					9:00 AM	3:00 PM				$2.25	15 min
4					3:00 PM	6:00 PM				$2.00	15 min
5					6:00 PM	12:00 AM	X				
6				Sa	12:00 AM	8:00 AM	X				
7					8:00 AM	9:00 AM		X			
8					9:00 AM	12:00 PM				$1.50	15 min
9					12:00 PM	3:00 PM				$2.00	15 min
10					3:00 PM	6:00 PM				$1.75	15 min
11					6:00 PM	12:00 AM	X				
12				Su	12:00 AM	12:00 AM	X				
13	TOWNSEND ST 300	684-03121	Yellow	Mo,Tu,We,Th,Fr	12:00 AM	6:00 AM	X				
14					6:00 AM	7:00 AM		X			
15					7:00 AM	6:00 PM				$3.00	30 min
16					6:00 PM	12:00 AM	X				
17				Sa	12:00 AM	6:00 AM	X				
18					6:00 AM	7:00 AM		X			
19					7:00 AM	6:00 PM				$3.00	30 min
20					6:00 PM	12:00 AM	X				
21				Su	12:00 AM	12:00 AM	X				
22	03RD ST 300	203-03090	Grey	Mo,Tu,We,Th,Fr	12:00 AM	7:00 AM	X				
23					7:00 AM	9:00 AM			X		
24					9:00 AM	12:00 PM				$1.00	no limit
25					12:00 PM	3:00 PM				$2.00	no limit
26					3:00 PM	4:00 PM				$2.50	no limit
27					4:00 PM	7:00 PM			X		
28					7:00 PM	12:00 AM	X				
29				Sa	12:00 AM	6:00 AM	X				
30					6:00 AM	7:00 AM		X			
31					7:00 AM	12:00 PM				$0.50	no limit
32					12:00 PM	3:00 PM				$2.00	no limit

	Street and Block	Post ID	Cap Color	Days	From	To	Free	Prepay	Tow	Rate	Time Limit
33					3:00 PM	6:00 PM				$2.25	no limit
34					6:00 PM	12:00 AM	X				
35				Su	12:00 AM	12:00 AM	X				

c. The Parking Space Inventory Report in the MMS shall allow customization by removal and addition of columns containing both Standard and User-defined Variables, as illustrated in Example III.B.7.c.

Example III.B.7.c – Customized Parking Space Inventory Report

The report below has the following differences as compared with the original report:

- Columns "Free" and "Prepay" have been removed, along with the associated Time Slots (rows).
- Column "Cap Color has been replaced with column "Space Type".
- Column "Meter Type" has been added.

	Street and Block	Meter Type	PostID	Space Type	Days	From	To	Tow	Rate	Time Limit
1	05TH ST 600	SS	205-06621	GMP-ST	Mo,Tu,We,Th,Fr	9:00 AM	3:00 PM		$2.25	15 min
2						3:00 PM	6:00 PM		$2.00	15 min
3					Sa	9:00 AM	12:00		$1.50	15 min
4						12:00 PM	3:00 PM		$2.00	15 min
5						3:00 PM	6:00 PM		$1.75	15 min
6	TOWNSEND ST 300	SS	684-03121	ML	Mo,Tu,We,Th,Fr	7:00 AM	6:00 PM		$3.00	30 min
7					Sa	7:00 AM	6:00 PM		$3.00	30 min
8	03RD ST 300	SS	203-03090	GMP	Mo,Tu,We,Th,Fr	7:00 AM	9:00 AM	X		
9						9:00 AM	12:00		$1.00	no limit
10						12:00 PM	3:00 PM		$2.00	no limit
11						3:00 PM	4:00 PM		$2.50	no limit
12						4:00 PM	7:00 PM	X		
13					Sa	7:00 AM	12:00		$0.50	no limit
14						12:00 PM	3:00 PM		$2.00	no limit
15						3:00 PM	6:00 PM		$2.25	no limit

d. The MMS shall include reports that track Paystation Behavior changes. Historic parameters shall be archived so that they are searchable, as illustrated in Example III.B.7.d.
Example III.B.7.d

Scenario: The User wishes to find out how the meter with MS ID 464-03100 was programmed on 6/12/12. He/she shall be able to enter these two parameters and search an archive, and see a report similar to the one below:

Date: 6/12/12

	Street and Block	MS ID	Cap Color	Days	From	To	Free	Prepay	Tow	Rate	Time Limit
1	HAYES ST 300	464-	Grey	Mo,Tu,We,Th,Fr	12:00	8:00	X				
2		03100			8:00	9:00		X			
3					9:00	3:00				$2.25	4 hr
4					3:00	6:00				$2.00	4 hr
5					6:00	12:00	X				
6				Sa	12:00	8:00	X				
7					8:00	9:00		X			
8					9:00	12:00				$1.50	4 hr
9					12:00	3:00				$2.00	4 hr
10					3:00	6:00				$1.75	4 hr
11					6:00	12:00	X				
12				Su	12:00	12:00	X				

Faults and Maintenance

a. The MMS shall include a maintenance management module that records Paystation and repair activity using automatically generated and manually entered faults and maintenance events.

b. The module shall support reporting of parking meter repair activity (PMR) including by not limited to employee name, date range, fault characteristic, area etc.

c. *Within 90 Days of the Notice to Proceed,* the MMS shall allow for import of data as set out in Attachments 1-11 in batch files, including the following: XML, Excel, CSV. Ad-hoc uploading of batches to be by way of Contractor's import tool.

Revenue Reports

a. The MMS shall allow SFMTA to add User-Defined Variables to revenue reports, and to filter or sort reports based on User-Defined Variables as well as Standard Variables.

b. Upon mutual agreement between the SFMTA and Contractor, and provided data is available in the Paystation and MMS, using the Contractor's Report Builder tool. the MMS shall allow SFMTA to perform non-standard calculations in revenue reports. The SFMTA will define and approve the definition of the data in terms of its format, validation and semantics. In the case of calculated fields, the City shall define and approve the definition of the

mechanism by which the data is derived, the sources of data employed in the calculation and the circumstances of data selection.

PBP Transmission Reports (used for visual indication of PBP transactions)

Within 90 Days of the Notice to Proceed, the MMS shall include a report searchable by date range that lists the following information:

a. Post ID.

b. Date/time of receipt of PBP transaction by the MMS.

c. Transaction amount.

d. Time purchased.

e. Date/time of receipt of PBP transaction by the Paystation.

f. Transmission status (successful, pending, failed).

Data Integration

a. *Within 90 Days of the Notice to Proceed* MMS shall be able to submit all the payment (coin, credit card, smart card etc.) and maintenance alerts data via XML format described in the Attachments 5 and 8 within 10 seconds after receiving the data from the Paystations provided internet and power is available and SFMTA's data warehouse system architecture supports the volumes.

b. *Within 90 Days of the Notice to Proceed* the MMS shall support the ability to deliver usage and status data to SFMTA in batched manner (at the end of the operating day or as designated by the SFMTA).

c. *Within 90 Days of the Notice to Proceed* the frequencies of transmission for each file described in the Anticipated Frequency of Transmissions (Attachment 14) and shall be mutually independent.

d. In cases where the Contractor's system has a standard variable equivalent to a variable in SFMTA's system but named differently, the Contractor shall be responsible for translating the variable in all its communications with SFMTA.

e. *Within 90 Days of the Notice to Proceed,* the Contractor shall be required to translate system variables from default names to SFMTA-specific names. Table III.B.11.e below provides examples of needed translations:

Table III.B.11.e

Variable Name	Type/Size	Example	Description
POST ID	varchar2(12)	324-11041	Identifies metered parking space in SFMTA operations. For spaces managed by single-space meters it corresponds to the number on the label on the street. For spaces managed by multi-space Paystations it is virtual.
STREET_NAME	varchar2(30)	BATTERY ST	Street name and street type (ST, BLVD, etc)
MS_PAY_STATION_ID	varchar2(12)	684-03001	Identifies multi-space Paystation in SFMTA operations.
MS_SPACE_NUM	number	1	Space number assigned to parking space managed by multi-space Paystation.
LATITUDE	number	37.7768342	Together with LONGITUDE, describes geographic location of metered space.
LONGITUDE	number	-122.423847	Together with LATITUDE describes geographic location of metered space.
PM_DISTRICT_NAME	varchar2(20)	Downtown	Parking Management District - a geographic unit for grouping metered spaces.

f. In the cases where the Contractor's system cannot store a variable in the exact same format as submitted by SFMTA, the Contractor shall develop the ability to translate SFMTA's data to fit within the equivalent in its system. The Contractor shall also translate content both when its system receives OUTGOING XML files from SFMTA and when its system issues INCOMING XML files to SFMTA.

Paystation Backend Settings

a. SFMTA shall be able to establish a default set of Backend Settings to be applied to every new Paystation added to the inventory.

b. *Within 90 Days of the Notice to Proceed,* the SFMTA shall be able to upload a CSV file to the MMS containing Backend Settings on a per-Paystation basis. The format of the CSV file shall be agreed upon between SFMTA and the Contractor during the programming development and testing phase. Ad-hoc uploading of CSV formatted data shall be by way of Contractor's import tool.

c. The User shall be able to select the unit that serves as basis for each default payment setting for coins and cards (money or time, mutually exclusive for each parameter).

d. Paystation shall have both flip dot and LED lights for visual enforcement. The User shall be able to configure the LED lights.

e. If Paystation uses LED lights for visual enforcement, then User shall be able to configure LED lights, as illustrated in Example III.B.12.e.
Example III.B.12.e

LED Settings

LED BEHAVIOR

	STATUS	LED	SETTING
1		Red:	○ ON ● OFF Duration: _____ms Interval: _____
2	Paid	No Light	● ON ○ OFF Duration: 10 ms Interval: 750 ms
3		Yellow:	○ ON ● OFF Duration: _____ms Interval: _____
4		Red:	● ON ○ OFF Duration: 10 ms Interval: 750 ms
5	Unpaid	No Light	○ ON ● OFF Duration: _____ms Interval: _____
6		Yellow:	○ ON ● OFF Duration: _____ms Interval: _____
7		Red:	○ ON ● OFF Duration: _____ms Interval: _____
8	Grace Period	No Light:	● ON ○ OFF Duration: 10 ms Interval: 750 ms
9		Yellow:	○ ON ● OFF Duration: _____ms Interval: _____
10		Red:	○ ON ● OFF Duration: _____ms Interval: _____
11	Out of Order	No Light:	○ ON ● OFF Duration: _____ms Interval: _____
12		Yellow:	● ON ○ OFF Duration: 10 ms Interval: 750 ms

Re-Programming of Existing Paystations *Within 90 Days of the Notice to Proceed:*

a. The MMS shall support automatic re-programming of any subset of Paystations at any time via XML files and CSV tables deposited in the Contractor's SFTP Site. The re-programming of subsets of Paystations shall generally consist of any combination of the following:

   i.   Operating Schedule XML file, as specified in Attachment 2

   ii.   Price Schedule XML file, as specified in Attachment 3

   iii. Special event pricing and regulation XML file, as specified in Attachment 4

b. The steps and timing for re-programming of existing Paystations shall be as described in Table III.B.13.b, where the deadline for completing each step is described based on the completion of a previous step and "(B) days" represents business days.

Table III.B.13.b

Step	Description	By	Timeline
1	Issue XML file to Contractor	SFMTA	T1
2	Conduct programming; return reconciliation XML to SFMTA	Contractor	T1 + 3 (B) days = T2
3	Conduct reconciliation of programming	SFMTA	T2 + 3 (B) days = T3
4	Correct programming as necessary	Contractor	T3 + 1 (B) day = T4
5	Give Contractor OK to download new programming to meters	SFMTA	T4 + 1 (B) day = T5
6	Set meters to download new programming	Contractor	T5 + 1 (B) day = T6
7	New programming is effective	N/A	T6 + 1 (B) day = End

c. In the event that a new Paystation is added to the inventory directly in the MMS, the MMS shall automatically notify SFMTA's system by sending it an XML file containing the MS ID and managed by added Paystations spaces identifiers and any associated Standard and User-defined data as described in Attachment 6 – INCOMING Parking Space Inventory XML specification.

d. If a record with the Post ID identifier exists in SFMTA's Data Warehouse and the XML contains the Post ID identifier only and does not contain associated standard and User-defined content such as geographic locators and space attributes, then the MMS shall accept an XML file to populate both standard and User-Defined Variables.

Special Event Programming (Hours, Rates, Time Limits, and Restrictions)

Within 90 Days of the Notice to Proceed:

a. The MMS shall allow programming of special exceptions to standard programming that can be assigned and/or removed by specific start and end dates on a calendar, consisting of time slot start/end times and one or more of the following rule types:

  i. Rates
  ii. Tow
  iii. Free
  iv. Time Limits

b. The MMS shall allow programming of a minimum of 20 special exceptions that can be assigned to a minimum of 100 combinations of start and end dates, as described in Example III.B.14.b. The resulting Paystation Behavior for each Day is a combination of the standard programming for that Day and the special exceptions programming. If the standard programming is different

for different days of the week, then the resulting programming depends on the day of the week the override programming is scheduled for.

Example III.B.14.b

If the standard programmed meter behavior is as follows:

Hour	Mon - Fri rule	Mon, Fri time limit	Sat rule	Sat time limit	Sun rule	Sun time limit
0	FREE		FREE		FREE	
1						
2						
3						
4						
4:30	PREPAY		PREPAY		PREPAY	
5						
6						
7						
8						
9	RATE_ 3.50	TL = 120 min	RATE_ 0.25	TL = 120 min		
10						
11						
12	RATE_ 3.75				RATE_ 0.25	TL = 240
13						
14						
15	RATE_ 4.00					
16						
17						
18	RATE_ 0.25	TL = 240 min		TL = 240 min		
19						
20						
21						
22	FREE			FREE		
23						
24						

Then the User shall be able to program a minimum of 20 distinct special overrides as illustrated below:

Hour	SP_01	SP_02	SP_30
0		FREE	
1			
2			
3			
4			
5			
6			
7			
8			
9			TOW
10			
11			
12			
13			
14			
15			
16			
17	RATE_ 7.00		
18			
19			
20			
21			
22			
23			
24			

That can then be scheduled for a minimum of 100 combinations of start and end dates as illustrated below:

DATE_START	DATE_END	OVERRIDE
09/14/12	09/15/12	SP_30
09/21/12	09/22/12	SP_01
11/22/12	11/22/12	SP_02
12/25/12	12/25/12	SP_02

Resulting in:

Hour	09/14/12	Fri time limit	09/15/12	Sat time limit	09/21/12	Fri time limit	09/22/12	Sat time limit	11/22/12	Thu time limit	12/25/12	Tue time limit
0	FREE **	**	FREE **	**	FREE		FREE		FREE *	**	FREE *	**
1												
2												
3												
4					PREPAY		PREPAY					
5												
6												
7												
8												
9	TOW *		TOW *		RATE_ 3.50	TL = 120 min **	RATE_ 0.25 **	TL = 120 min **				
10												
11												
12					RATE_ 3.75							
13												
14												
15	RATE_ 4.00	TL = 120 min **	RATE_ 0.25 **	TL = 120 min **	RATE_ 4.00 **							
16												
17					RATE_ 7.00 *	TL = 240 min *	RATE_ 7.00 *	TL = 240 min *				
18	RATE_ 0.25	TL = 240 min		TL = 240 min								
19												
20												
21												
22	FREE		FREE		FREE		FREE					
23												
24												

Where:

* represents the override programming schedule for a particular day
** represents standard programming parameters affected by the override <u>on that day</u>.

c. The MMS shall accept programming for special overrides or exceptions in accordance with Attachment 4 - Special event pricing and regulation XML specifications.

d. In the event that SFMTA submits an Operating Schedule or price schedule change after submitting programming for special overrides, the MMS shall update the override programming accordingly, as illustrated in Example III.B.14.d.

Example III.B.14.d

Contractor's system shall be able to adjust special override programming as in the following scenario:

On 03/01/13, SFMTA submits the initial programming for meters in the Fisherman's Wharf neighborhood, and it looks like this:

Hour	Mon - Fri rule	Mon, Fri time limit	Sat-Sun rule	Sat-Sun time limit
0	FREE		FREE	
1				
2				
3				
4				
4:30	PREPAY		PREPAY	
5				
6				
7	RATE_ 2.00	TL = 240 min	RATE_ 1.50 min	TL = 240 min
8				
9				
10				
11				
12	RATE_ 3.75		RATE_ 4.00	
13				
14				
15	RATE_ 4.00		RATE_ 4.50	
16				
17				
18	RATE_ 0.25		RATE_ 1.50	

Hour	Mon - Fri rule	Mon, Fri time limit	Sat-Sun rule	Sat-Sun time limit
19				
20				
21				
22	FREE		FREE	
23				
24				

On 04/01/13, SFMTA submits override programming for the same meters, and it looks like this:

Hour	SP_01
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	RATE_7.0 *
20	
21	
22	
23	
24	

DATE_START	DATE_END	OVERRIDE
09/21/12	09/22/12	SP_01

Resulting in:

Hour	09/21/12	Fri time limit	09/22/12	Sat time limit
0				
1				
2	FREE		FREE	
3				
4				
4:30				
5	PREPAY		PREPAY	
6				
7				
8				
9	RATE_ 2.00		RATE_ 1.50 min	
10				
11				
12				
13	RATE_ 3.75		RATE_ 4.00	
14		TL = 240 min		TL = 240 min
15	RATE_ 4.00 **		RATE_ 4.50 **	
16				
17				
18				
19	RATE_ 7.00 *		RATE_ 7.00 *	
20				
21				
22				
23	FREE		FREE	
24				

In June, SFMTA submits a routine demand-based rate change, and the standard programming for the same meters changes to:

Hour	Mon-Fri	time limit	Sat-Sun	time limit
0	FREE		FREE	
1				
2				
3				
4				
4:30	PREPAY		PREPAY	
5				
6				
7	RATE_ 1.75		RATE_ 1.25 min	
8				
9				
10				
11				
12	RATE_ 4.00	TL = 240 min	RATE_ 4.25	TL = 240 min
13				
14				
15	RATE_ 4.25		RATE_ 4.75	
16				
17	RATE_ 0.25		RATE_ 1.25	
18				
19				
20				
21				
22	FREE		FREE	
23				
24				

The rate change is effective 06/15/13. The override programming SP_01 is unchanged. Then, the resulting programming for 09/21/13 and 09/22/13 should change as follows:

Hour	09/21/12	time limit	09/22/12	time limit
0	FREE		FREE	
1				
2				
3				
4				
4:30				
5	PREPAY		PREPAY	
6				
7	RATE_ 1.75		RATE_ 1.50	
8				
9				
10				
11				
12	RATE_ 4.00		RATE_ 4.00	
13				
14		TL = 240 min		TL = 240 min
15	RATE_ 4.25 **		RATE_ 4.50 **	
16				
17	RATE_ 7.00 *		RATE_ 7.00 *	
18				
19				
20				
21				
22	FREE		FREE	
23				
24				

Transaction Data Feed

Within 60 Days of the Notice to Proceed:

- The Contractor shall transmit all parking Paystation transaction data from the MMS to SFMTA's Data Warehouse in accordance with Attachment 5 – INCOMING Transaction Data XML specifications.

- The Contractor's system shall differentiate between two possible transaction event types: new session and add-time session, where an add-time session is defined as one where a Customer adds time to a parking session already in progress (i.e. the Paystation is already paid when the Customer conducts his/her transaction).

- The Contractor's system shall differentiate between payment time and parking session start time, as illustrated in the scenarios in Example III.B.15-1

<u>**Example III.B.15-1**</u>

Scenario 1:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 10:00 am.
- Meter is expired and rate is $3.00/hr. until 12:00 pm.
- Customer pays $3.00 by credit card for 1 hr. Then:

  o EVENT_TYPE = NS
  o PAYMENT_TIME = START_TIME = 10:00
  o END_TIME = 11:00

Scenario 2:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 8:30 am (during prepayment time).
- Meter is not displaying any purchased time (i.e. it is not counting down) and rate is $3.00/hr. until 12:00 pm.
- Customer pays $3.00 by credit card for 1 hr. Then:

  o EVENT_TYPE = NS
  o PAYMENT_TIME = 8:30
  o START_TIME = 9:00
  o END_TIME = 10:00

Scenario 3:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 10:00 am.

- At 10:00 am, meter is counting down from 0:30 (i.e. there is purchased time left on the meter) and rate is $3.00/hr. until 12:00 pm.
- Customer pays $3.00 by credit card for 1 hr. Then:

  - EVENT_TYPE = AT
  - PAYMENT_TIME = 10:00
  - START_TIME = PAYMENT_TIME + time left on meter = 10:30
  - END_TIME = 11:30

Mixed payment transaction: When a Customer uses more than one payment type (i.e. coins and credit card) within a Payment Window to pay for a single parking session, the Contractor's system shall transmit separate transactions for the different payment types, as illustrated in Example III.B.15-2.

Example III.B.15-2

Scenario 1:

Meter operation starts at 9:00 am.
Customer arrives at the parking meter at 10:00 am.
Meter is expired and rate is $2.00/hr. all Day.
Customer uses $1.00 in coins to purchase ½ hour, then inserts a credit card and adds $2.00 to purchase another hour. The transaction data transmitted to SFMTA should look like this:

CASH TRANSACTION	CREDIT CARD TRANSACTION
EVENT_TYPE = NS	EVENT_TYPE = AT
SESSION_ID = 123456	SESSION_ID = 123456
AMOUNT_PAID_BY_DRIVER = 1.00	AMOUNT_PAID_BY_DRIVER = 2.00
AMOUNT_RECEIVED_BY_SFMTA = 1.00	AMOUNT_RECEIVED_BY_SFMTA = 2.00
PAYMENT_TYPE = CASH	PAYMENT_TYPE = CREDIT CARD
PAYMENT_TIME = 10:00	PAYMENT_TIME = 10:00
START_TIME = 10:00	START_TIME = 10:30
END_TIME = 10:30	END_TIME = 11:30

Scenario 2:

Meter operation starts at 9:00 am.
Customer A arrives at the parking meter at 10:00 am.
Meter is expired and rate is $2.00/hr. all Day.
Customer A uses a credit card to pay $2.00 for 1 hr. of parking, but leaves after just 15 minutes. The meter transmits the transaction with SESSION_ID = 789012
Customer B arrives at 10:30 am, when the meter still has 30 minutes of parking left, and uses $1.00 in coins to purchase ½ hour, then inserts a credit card and adds $2.00 to purchase another hour. The transaction data transmitted to SFMTA should look like this:

CUSTOMER A CREDIT CARD TRANSACTION	CUSTOMER B CASH TRANSACTION	CUSTOMER B CREDIT CARD TRANSACTION
EVENT_TYPE = NS SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 2.00 AMOUNT_RECEIVED_BY_SFMTA = 2.00 PAYMENT_TYPE = CREDIT CARD PAYMENT_TIME = 10:00 START_TIME = 10:00 END_TIME = 11:00	EVENT_TYPE = AT SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 1.00 AMOUNT_RECEIVED_BY_SFMTA = 1.00 PAYMENT_TYPE = CASH PAYMENT_TIME = 10:30 START_TIME = 11:00 END_TIME = 11:30	EVENT_TYPE = AT SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 2.00 AMOUNT_RECEIVED_BY_SFMTA = 2.00 PAYMENT_TYPE = CREDIT CARD PAYMENT_TIME = 10:30 START_TIME = 11:30 END_TIME = 12:30

Monitoring Software

Within 90 Days of the Notice to Proceed:

a. The Contractor shall implement a monitoring and alerting system (aka "watchdog software") to monitor all data transmissions to and from SFMTA, including but not limited to:

   i. Receipt of OUTGOING XML files described in the Anticipated Frequency of Transmissions (Attachment 14) in its SFTP Site.

   ii. Interruptions in the transmission of INCOMING Transaction Data XML feed (Attachment 5) including complete failure to transmit, partial transmission results from equipment problems and failure to transmit certain transaction types

   iii. Failures in scheduled periodic transmissions of INCOMING XML and CSV files.

   iv. Any other data transmissions not currently anticipated.

b. The Contractor shall, at SFMTA's request, send alerts directly to SFMTA staff via email, text message, or other agreed-upon communication method.

c. The Contractor shall set up and manage an SFTP Server for the purpose of exchanging XML and CSV files with SFMTA. Each SFTP Server shall run software dedicated to the management and monitoring of data transmissions to and from the servers. This software shall monitor and notify at a minimum the following events:

   • Response Time

   • Up Time

   • File Transfer

   • Transfer Failures

   • Added Files

- Removed Files

- Added Directories

- Removed Directories

- Authorized Access

- Unauthorized Access Attempts

The SFTP Management software shall be configured to report on incidents including, but not limited to, file transfers, transfer failures, and file and directory status changes. At SFMTA's request, alerts shall be sent directly to SFMTA staff via email, text message, or other agreed-upon communication medium.

Controls on the server shall be able to deny or allow access using the following:

- Certificate of Authority (SSL) Authentication

- SSH Encryption

- User Accounts

- Group Accounts

- Originating IP Address

The SFTP Management software shall be a highly secure method for exchanging data between trading partners that meets the following standards:

- PCI DSS – Payment Card Industry – Data Security Standard,

- SOX - Sarbanes-Oxley Act (SOX) for financial reporting,

- HIPAA – Health Insurance Portability and Accountability Act,

- GLBA - The Gramm–Leach–Bliley Act (GLB), also known as the Financial Services Modernization Act.

17. Mobile Maintenance Application

a. For smart phones:

i. The mobile maintenance application shall be a web-based solution designed specifically for smart phones. It shall be OS independent, and shall run on any major internet browser including those supplied with Android, iPhone, Blackberry and Windows phones. The application shall communicate in real-time and directly to the MMS.

ii. The application does not communicate directly with the Paystation but communicates with the Paystation via the cellular network It shall adhere to the same data configuration settings as the MMS so that the fields that are available for editing are the same between the two applications, including maintenance codes and SFMTA-defined variables.

iii. The application shall allow the User to:

- Perform maintenance tasks.

- Verify Paystation operational status.

- Review recent transactions.

iv. Both desktop and mobile versions of the MMS shall be able to record Paystation maintenance activity (both automatically generated by the Paystation itself and manually recorded by PMR via means of entering designated meter repair code).

b. For Windows-Compatible Devices

The Contractor shall provide within 270 Days of the Notice to Proceed:

i. PMRs shall be able to perform the following activities using a designated handheld.

- Reprograming of Paystation Behavior parameters including times, rates, Time Limits, etc.

- Reprogramming of the Backend Settings.

ii. Retrieval of revenue audit information and electronic cash transactions (including Paystation serial number).

iii. Retrieval of fault and maintenance information (including Paystation serial number and battery voltage).

iv. In the case that a newly-installed Paystation does not download the Paystation Behavior programming automatically, the handheld device shall have the capability to program the replacement Paystation with the rate/time program.

v. Changes made to Paystation programming via handheld device shall be reflected in the desktop MMS.

vi. Each communication session updates the Paystation's clock, calendar, and day of week information.

APPENDIX B – LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS
MULTI-SPACE PAYSTATIONS

I. **DEFINITIONS**:

In addition to the definitions in the Agreement and the Statement of Work ("SOW"), the following definitions shall pertain to the terms used within this document:

A. "Consumables" shall mean items that are not subject to credit assessments and/or loss compensation, such as ticket roll paper and attached graphic panels and signs.

B. "Failure" or "Fail" or "Failing" shall refer to functionality described under the column heading "Description of Failure" in the tables herein, that is below the threshold set out in the column titled "Threshold for LD Assessment" of said tables for a particular hardware or software requirement.

C. "Vandalism" shall mean any willful damage caused to the Paystation which affects the appearance or operation of the Paystation or interferes with the normal use of the Paystation.

II. **GENERAL EXCLUSIONS:**

Liquidated damages and credit assessments shall not both be claimed for the same Failure. Liquidated damages and credit assessments shall not be imposed until Deliverables are Accepted nor in the event of Unavoidable Delays or for the following Failures:

1. Failures that are self-corrected by the Paystations within agreed performance specifications (e.g., clock re-syncs).

2. Infant mortality, i.e., parts Failure during the first 60 Days after installation of the Paystations, provided that such parts are replaced within seven Days of the Failure.

3. Failures in Paystations that are being field tested on new software or hardware during the mutually agreed upon field test period.

4. Failure of Consumables.

5. Failure as a result of use of replacement parts other than those authorized by the Contractor.

6. Failures that are solely caused by the negligent actions or inactions of SFMTA or its contractors or subcontractors.

III.   LIQUIDATED DAMAGES:

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

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

If two or more Failures are determined for a particular event, Contractor will be charged for the Failure with the highest assessment.

Where, under the provisions below, SFMTA is required to issue a written warning prior to assessment of liquidated damages, Contractor's obligation to repair, replace, correct, adjust, or modify a Failure or respond or provide shall not commence until the date SFMTA issues such written warning, which written warning shall include a reasonable description of the nature of the Failure as known to SFMTA at the time. Any extensions to the cure period must be authorized by the SFMTA in writing.

Where, under the provisions below, SFMTA is not required to issue a written warning prior to assessment of liquidated damages, SFMTA, as soon as practicable after the Failure, will send a written notice of assessment to Contractor, setting forth a reasonable description of the nature of the Failure, as known to SFMTA at the time, and the amount of the assessment.

SFMTA will make full monthly assessments of liquidated damages regardless of whether a Failure is cured prior to the end of the month.

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
1	An event that results in a system-wide Failure of the Paystations. The event would impact parking revenue and /or enforcement.	During Operating Hours: A single system-wide Failure that exceeds 20% or multiple system-wide Failures that cumulatively exceed 40% over a two-week period.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $13,333 a Day (estimated daily Paystation revenue for all Paystations Accepted), multiplied by the total percentage of Paystation Failures, until the Failure is cured, up to a maximum of $100,000 within a 30-day period (e.g., $2,800 for 21% Paystation Failure; $4,000 for 30% Paystation Failure.)
2	The Contractor Fails to maintain various regulatory and industry recommended certifications.	Any lapse in requirements as described in Section I.A.7 of the Statement of Work.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages of $30,000 the first month of non-compliance and $40,000 for each additional month until the Failure is cured. For all future such Failures, the Contractor will be assessed liquidated damages in the amount of $45,000 per month until the Failure is cured.
3	The Contractor Fails to comply with the Batches Delivery Schedule.	See Contractor Delivery Schedule	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages of $3,000 per Day per Deliverable until the Failure is cured.

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
4	Paystation Fails to provide a customer the proper time purchased.	**(Applies to items 4-11)** More than two percent of Paystations Fail at any one time.	**(Applies to items 4-11)** The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within seven Days thereafter. If the Failure is not cured within allotted time frame, the Contractor may be assessed liquidated damages of $10 per Failing metered space per Day, from the date of the initial Failure until the Failure is cured. For all future such Failures the Contractor may be assessed liquidated damages of $15 per Failing metered space per Day until the Failure is cured.
5	Paystation Fails to wirelessly communicate all payment statuses to its respective MMS (coins, smart cards, credit card etc.) even though the wireless network is available.		
6	The Contractor Fails to transmit evidence of a transaction paid via pay-by-phone vendor to the Paystation within 60 seconds after pay-by-phone transactions are received from PBP vendor.		
7	Paystation gives a customer time when the space is programmed as "No Parking."		
8	Paystation Fails to provide accurate visual enforcement indication on the front and the back of the Paystation.		
9	Paystation Fails to display, retain, or deliver a time-stamped "out of order" message to MMS.		
10	Paystation Fails to transmit a requested alarm when malfunctioning (e.g., coin jam, card reader jam, low battery, out of order etc.)		
11	Subject to Section II.A. 3) c. & e. of the SOW, Failure of a new coin discrimination parameter change to be sent to a Paystation.		

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
12	The Contractor Fails to deliver accurate rate changes to its Paystations in accordance with the schedule agreed to by the Parties.	*(Applies to items 12-16)* More than two percent of Paystations Fail at any one time.	**(Applies to items 12-16)** The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $10 per Failing metered space per Day, from the date of the initial Failure until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $15 per Failing metered space per Day until the Failure is cured.
13	The Contractor Fails to deliver accurate time limit changes to its Paystations in accordance with the schedule agreed to by the Parties.		
14	The Contractor Fails to deliver accurate operational hours changes to its Paystations in accordance with the schedule agreed to by the Parties.		
15	The Contractor Fails to deliver accurate display configuration changes to its Paystations in accordance with the schedule agreed to by the Parties.		
16	The Contractor Fails to modify its modem settings (e.g., time the modem is required to listen for PBP transaction data) accurately and in accordance with the schedule agreed to by the Parties.		

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
17a	Paystations' internal clocks drift more than two seconds per Day.	More than two percent of the Paystations at any one time over a period of three consecutive Days.	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $10 per Failing metered space per Day, from the date of the initial Failure until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $15 per Failing metered space per Day until the Failure is cured.
17b	Paystation Fails to synch its internal clock with the MMS on all call-in events.	More than two percent of the Paystations at any one time over a period of three consecutive Days.	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $10 per Failing metered space per Day, from the date of the initial Failure until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $15 per Failing metered space per Day until the Failure is cured.

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
18	Subject to subsections c and e of Section II.A.3) of the SOW, Failure of a Paystation to properly recognize and credit time for new coins issued by the U.S. Mint.	None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within three Days thereafter. If the Failure is not cured within the allotted time frame the Contractor may be assessed liquidated damages of $10 per Failing metered space per Day, from the date of the initial Failure until the Failure is cured. For all future Failures the Contractor may be assessed liquidated damages in the amount of $15 per Failing metered space per Day until the Failure is cured.
19	Failure to deliver any custom report by the agreed-upon date.	*(Applies to items 19 – 23)* None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within 14 days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $50 per missed report per Day until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $75 per Day for each missed report until the Failure is cured.
20	Failure to make a custom report available to run in the MMS during the contract period.		
21	MMS fails to track Paystation revenue by assigned space.		
22	MMS fails to keep inventory by the Paystation's assigned space.		
23	MMS fails to record and display rate and time limits per Paystation, per space.		

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
24	Failure of the MMS to send the Hotlist to the Paystation within 24 hours	*(Applies to items 24 – 27)* None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within three Days thereafter. If the Failure is not cured within allotted time frame, the Contractor may be assessed liquidated damages of $100 per Day until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $150 per Day until the Failure is cured.
25	Failure of the Paystations to download the Hotlist from the MMS within 24 hours.		
26	Failure of the Paystation to reject a card that is on the Hotlist.		
27	Failure of the Contractor to return a call from SFMTA within 15 minutes. (Tech. Spec. Sec. I.A.2.a.ii.)		
28	Failure of the Paystation to maintain 99% accuracy in its daily audit that passes through the Paystation payment systems Coins: Comparison will be made between MMS collection report and physical coin count. Credit Card: Comparison will be made between the Gateway report and the bank deposit. Coin, credit card and smart card revenue: Comparison will be made between MMS, financial reports and the SFMTA data warehouse.	None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $150 per Day until the Failure is cured. For all future Failures, the Contractor will be assessed liquidated damages in the amount of $200 per Day until the Failure is cured.

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
29	Contractor fails to deliver historical data older than 24 months (e.g., revenue, revenue collections, maintenance events, alarms, payment) in CSV format within the time frame requested by SFMTA..	None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $100 per Day until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages in the amount of $150 per Day until the Failure is cured.
30	Failure to deliver 99 percent of all data (e.g., CSV files) to the SFMTA daily as per Attachments 1-11.	*(Applies to items 30 – 32)* None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within three Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $500 per Day until the Failure is cured. For any future such Failures, the Contractor may be assessed liquidated damages in the amount of $750 per Day until the Failure is cured.
31	Failure to deliver 99 percent of all XML data feed to the SFMTA per transmission as per Attachments 1-11.		
32	Failure of the Contractor's MMS to process any XML file within 24 hours as per Attachments 1-11.		

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
33	A user with operable computers and broadband internet connection is unable to log in to the MMS (mobile and stand-alone), within 60 seconds. (Sec. III.A.1.a.)	*(Applies to items 33 – 35)* None	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $500 per Day until the Failure is cured. For any future such Failures, the Contractor may be assessed liquidated damages in the amount of $750 per Day until the Failure is cured.
34	A user with operable computers and broadband internet connection receives an error code from the MMS.		
35	With the exception of mutually agreed-upon downtime, the MMS or any component of the MMS Fails to be available for use (e.g., the server is down, the internet connection at the data center is not functioning, a hard drive Failure on one of the storage servers) more frequently than once per 30-Day period.		
36	Failure of the Contractor to make available 10 additional User-Defined Variables (i.e., custom fields within its MMS) within 30 Days from a written request by the SFMTA. (Sec. III.B.6.d)	Not Applicable	The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within 14 Days thereafter. If the Failure is not cured within the allotted time frame the Contractor may be assessed liquidated damages of $500 per Day until the Failure is cured. For any future such Failures, the Contractor may be assessed liquidated damages in the amount of $750 per Day until the Failure is cured.

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
37	Paystation Fails to transmit data to the MMS within 120 seconds of transmission as per Attachment 1-11.	More than four percent of transactions within a 30-Day period.	SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within 14 Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $500 per Day until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages without benefit of warning in the amount of $750 per Day until the Failure is cured.
38	MMS Fails to transmit transactional data to the SFMTA within 10 seconds of transmission as per Attachment 1-11.		

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
39a	Contractor Fails to provide an SFTP site with a file structure within 60 Days of the Notice to Proceed, as described in Sections III.B.1.c and III.B.1.d of the Statement of Work.	No compliance by Day 61.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $1,000 per month until the Failure is cured.
39b	Contractor Fails to maintain a functional SFTP site for the term of the Agreement, as described in Section III.B.1.c of the Statement of Work.	No functionality of the FTP site for a continuous two-week period.	SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor shall cure within seven Days thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of $500 per week until the Failure is cured. For all future such Failures, the Contractor may be assessed liquidated damages without benefit of warning in the amount of $750 per week until the Failure is cured.
40	MMS Fails to accept Paystation programming automatically, via XML or CSV file deposited in Contractor's SFTP site, within 90 Days after the Notice to Proceed, as required in Section III.B.2.a of the Statement of Work.	No compliance on Day 91.	No warning will be issued prior to assessment of liquidated damages for this Failure. Beginning on the 91st Day after the Notice to Proceed, the Contractor may be assessed liquidated damages at the rate of $1,000 per month until the Failure is cured.

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
41	MMD Fails to program Paystation behavior within 90 Days after the Notice to Proceed, as required by the three functional requirements in Sections III.B.2.c through III.B.2.g. and III.B.2.o of the Statement of Work.	No compliance on Day 91 as to any of the three functional requirements.	No warning will be issued prior to assessment of liquidated damages for this Failure. Beginning on the 91st Day after the Notice to Proceed, the Contractor may be assessed liquidated damages at the rate of up to $3,000 per month ($1,000 per functional requirement) until the Failure is cured.
42	MMS Fails to support automatic initial programming of any new Paystation and corresponding spaces using XML files and CSV tables deposited in the Contractor's SFTP site, within 90 Days of the Notice to Proceed, as described in Section III.B.3 of the Statement of Work.	No compliance on Day 91.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $2,000 per month until the Failure is cured.
43	Paystation reconciliation has not been programmed within 90 Days of the Notice to Proceed, as described in Section III.B.4 of the Statement of Work.	No compliance on Day 91.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $1,000 per month until the Failure is cured.

	Description of Failure:	**Threshold for LD Assessment:**	**Potential Assessment:**
44	MMS Customization has not been provided within 90 days of the Notice to Proceed, as described in Sections III.B.6.h, i, n and o of the Statement of Work.	No compliance on Day 91 as to any of the four functional requirements.	No warning will be issued prior to assessment of liquidated damages for this Failure. Beginning on the 91st Day after the Notice to Proceed, the Contractor may be assessed liquidated damages at the rate of up to $2,000 per month ($500 per functional requirement) until the Failure is cured.
45	MMS Fails to provide Transmission Report for PayByPhone transactions within 90 Days of the Notice to Proceed, as described in Section III.B.10 of the Statement of Work.	No compliance on Day 91.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $1,000 per month until the Failure is cured.
46	Contractor Fails to provide Data Integration functionality within 90 Days of the Notice to Proceed, as described in Section III.B.11 of the Statement of Work.	No compliance on Day 91.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $2,000 per month until the Failure is cured.
47	Contractor Fails to provide Special Event Programming functionality within 60 Days of the Notice to Proceed, as described in Section III.B.14 of the Statement of Work.	No compliance on Day 61.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $3,000 per month until the Failure is cured.

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
48	Contractor Fails to provide Transaction Data Feed functionality within 60 Days of the Notice to Proceed, as described in Section III.B.15 of the Statement of Work.	No compliance on Day 61.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of $1,000 per month until the Failure is cured.

CREDIT ASSESSMENTS:

In addition to the Failures for which liquidated damages may be imposed, Contractor agrees that in certain instances of Failure of performance of the Paystations, the City will suffer loss of revenue and other damages in an amount that can reasonably be calculated. The Contractor agrees that such loss of revenue ("credit assessments") as set forth below may be deducted by the City from payments to Contractor under the Agreement as they accrue.

1. The SFMTA will monitor the Statement of Work listed for compliance with the requirements of the Agreement and share information monthly with the Contractor to provide early indication of potential issues. These standards are meant to be systematic performance issues.

2. If there is a Failure in the performance of the Paystations as provided below, the SFMTA will notify the Contractor in writing, with supporting performance data, and a reasonable description of all particulars of the Failure known to SFMTA.

3. Contractor shall review the potential performance deviation data and respond within five Days with acknowledgement of a potential Failure (or lack thereof) and potential causes. SFMTA shall respond to any written requests from Contractor for additional information or any item requiring SFMTA assistance. Any SFMTA delays in responding to such written requests shall be added to the time the Contractor has to remedy the issue. Failure to respond to the notice in a timely manner may result in liquidated damages to the SFMTA of $1,000 per Day.

4. Contractor shall cure the Failure within seven days of the Failure unless SFMTA agrees to extend the time to cure. If the Failure is not repaired within seven days of acknowledgement (unless additional cure time has been granted), the Contractor agrees that the SFMTA shall be entitled to credit assessments as set forth below:

   a. All labor costs incurred by SFMTA associated with repairing or replacing parts required to cure the Failure (e.g., labor costs, including overhead, for the following classifications: Class 7444 (Parking Paystation Repairer) and Class 7243 (Parking Paystation Repair Supervisor)). Administrative costs shall also be included.

   b. The cost incurred by the City for any materials or parts required to cure the Failure.

   c. Revenue losses directly associated with this Failure, retroactive to seven Days after the date of the Failure, per Paystation, until the Failure is cured. Revenue loss shall be calculated based on average daily Paystation revenue for the Paystation in question over the previous full calendar month, offset by increased revenue on the two working Paystations or Meters closest to the defective Paystation and including interest (based on prime interest rate) on lost revenue.

   d. Incidental or consequential damages resulting from the Failure (e.g., loss of citation revenue).

   e. A list of Failures for which credit assessments may be made follows below:

	Description of Failure:	Threshold
1	CPU/Motherboard Failure.	More than two percent of Paystations, at any one time.
2	A battery Fails to last for the term set out in the Warranty.	More than two percent of Paystations, at any one time.
3	The jam detection mechanism Fails to detect metallic jams.	
4	Paystation Modem Failure	
5	Paystation Antenna Failure	
6	Keypad or button Failure.	
7	Any keypad or button proves to be non-weather-proof or becomes corroded.	