

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorize the Director of Transportation to execute SFMTA Contract #2015-18 for Parking Meter Pay-By-Phone Services with PayByPhone Technologies Inc., for an amount not to exceed \$4,712,702 and a term of five years, with the option to extend the contract for up to four additional years.

SUMMARY:

- From 2007 to 2009, the SFMTA conducted a pilot program with three different vendors to enable customers to pay for parking with their cell phones (“Pay-by-Phone Service”).
- Following completion of the pilot program, the Board of authorized a Request for Proposals (RFP) for Pay-by-Phone service which resulted in the selection of Verrus Mobile Technologies (Verrus) as the highest-ranked proposer. A contract was negotiated Verrus for Pay-by-Phone services beginning December 2011. This existing agreement expires on June 30, 2015.
- On October 28, 2014, the SFMTA published RFP # SFMTA-2015-18. Five vendors submitted proposals. PayByPhone Technologies (formerly Verrus) was determined to be the highest ranked proposer.
- Under the proposed negotiated agreement, the Pay-By-Phone Service will encompass all metered parking spaces controlled by the SFMTA and the Port of San Francisco. The contract also calls for integrating the Service with SFMTA databases, the ability to perform demand responsive pricing and impose special event rates; and provide access to the Pay-By-Phone Management system.

ENCLOSURES:

1. SFMTAB Resolution.
2. Agreement for Parking Meter Pay-By-Phone Service

APPROVALS:

DATE

DIRECTOR _____ 6/9/15

SECRETARY _____ 6/9/15

ASSIGNED SFMTAB CALENDAR DATE: June 16, 2015

PURPOSE

The purpose of this item is to authorize the Director of Transportation to execute an agreement with SFMTA Contract #2015-18 for Parking Meter Pay-By-Phone Services with PayByPhone Technologies Inc., for an amount not to exceed \$4,712,702 and a term of five years, with the option to extend the contract for up to four additional years.

GOAL

This agreement will assist the SFMTA in meeting the following goal and objectives:

Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel:

Objective 2.1: Improve customer service and communications.

Objective 2.4: Improve parking utilization and manage parking demand.

DESCRIPTION

In 2007, the SFMTA initiated a pilot program with three different vendors to enable customers to pay for parking at metered parking spaces using their cell phones. The pilot ended in 2009. Subsequently, the SFMTA Board of Directors authorized the issuance of a Request for Proposals (RFP) for Pay-by-Phone Service. This RFP was issued in August, 2009.

Verrus Mobile Technologies, Inc., a pilot program participant, was the highest-ranked proposer. In April, 2011, SFMTA entered into an agreement with Verrus (the corporate predecessor of PayByPhone Technologies Inc.) to enable Pay-By-Phone payment at parking meters under the jurisdiction of the SFMTA and the Port of San Francisco (Port). The SFMTA incurred no costs for the agreement; however, customers paid a \$0.45 per transaction fee to the contractor for use of Pay-by-Phone services. The project was well received overall by the public and has resulted in eight million pay-by-phone transactions over 40 months. The current agreement expires on June 30, 2015, and the SFMTA is seeking a contractor to provide Pay-By-Phone Service after that date.

Over the course of 2014 all of the parking meters have been upgraded to accept credit cards. As a result, there has been a 16% decline in pay by phone transactions. Six months prior to the smart meters upgrade, there were about 1.6 million pay-by-phone transactions. Six months after the upgrade there were about 1.35 million pay-by-phone transactions.

Selection and Evaluation Process

On October 28, 2014, SFMTA released a Request for Proposals (RFP) for a Pay-By-Phone Parking Payment Method and Associated Management System. On December 8, 2014, five proposals were submitted in response.

Evaluation of Proposals for Pay-By-Phone Service

In early 2015, an evaluation panel consisting of four members (two from SFMTA, one from BART and one from the San Francisco Treasurer's Office) scored the five proposals.

The five proposers and their rankings were as follows:

1. PayByPhone Technologies Inc. (Highest ranked proposer)
2. Parkmobile USA
3. Passport Parking
4. Pango Mobile Parking
5. MobileNOW

Proposed Agreement:

SFMTA negotiated a proposed Agreement with PayByPhone Technologies Inc. The proposed Agreement includes the following terms:

- Procurement of a Pay-By-Phone Parking Payment Method and Associated Management System to enable customers to pay for parking by any of the following methods:
 - Smart Phone Application
 - Internet Browser
 - Regular Phone
- Procurement of Support Services
 - Semi-annual marketing campaigns to facilitate acquisition of larger Pay-By-Phone user base
 - Software development work to create an SFMTA-branded application
- Meter Pay-By-Phone service decals and other related signage
- SFMTA will compensate PayByPhone Technologies Inc. \$0.04 per transaction (resulting in \$4.7 million operating cost impact to the SFMTA over the 9 year potential term of the agreement)

In the new agreement, PayByPhone Technologies will not impose any direct convenience fee to the public. Should the agreement be approved, the SFMTA intends to seek approval from the SFMTA Board of Directors to set a convenience fee to be charged to the public at \$0.27 for each pay-by-phone transaction to offset credit card merchant and bank processing fees for credit card use.

The SFMTA has obtained a waiver of the LBE subcontracting requirement because the services procured include proprietary programming that requires all services related this procurement to be performed only by the contractor's personnel. This is standard practice within the pay-by-phone industry and is a result of (1) increasing demands for specialization, (2) the emergence of various smart phone technologies applications that can process multiple payment methods (credit/debit card, NFC, Apple Pay 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 services.

PUBLIC OUTREACH

The Pay-By-Phone Service has been favorably received overall, with positive feedback on the ease of payment through the phone application, and notification provided by the application of when meters are about to expire . Implementation of the Pay-By-Phone service has resulted in eight million pay-by-phone transactions over 40 months.

ALTERNATIVES CONSIDERED

The alternative to not implementing a Pay-by-Phone system would be to continue existing parking payment options for customers, including coins, parking cards and credit cards. However, the Pay-by-Phone service provides additional convenience and ease of payment for parking, as well as the ability to extend parking sessions without the need to be physically present at the meter. In addition, Pay-By-Phone service has been offered since December 2011 and has attracted about 75,000 registered users. Therefore, discontinuation of services would cause an inconvenience for the public.

FUNDING IMPACT

The following table summarizes anticipated costs for the contract which includes an initial five-year term with an option to extend up to four additional years. The funds will come from the SFMTA operating budget. This is a new operating cost as the prior contract allowed the contractor to recoup these costs completely from charging a transaction fee directly to the customer. With the desire to reduce the per transaction fee to the public, the SFMTA will now be responsible for funding these operating costs.

Line #	Category	Subtotal	Sales Tax (8.75%)	Total
1	Pay-By-Phone Service Transaction Fees Year 1	\$ 145,824	\$ -	\$ 145,824
2	Pay-By-Phone Service Transaction Fees Year 2	\$ 204,154	\$ -	\$ 204,154
3	Pay-By-Phone Service Transaction Fees Year 3	\$ 265,400	\$ -	\$ 265,400
4	Pay-By-Phone Service Transaction Fees Year 4	\$ 318,480	\$ -	\$ 318,480
5	Pay-By-Phone Service Transaction Fees Year 5	\$ 382,176	\$ -	\$ 382,176
6	Pay-By-Phone Service Transaction Fees Year 6	\$ 420,393	\$ -	\$ 420,393
7	Pay-By-Phone Service Transaction Fees Year 7	\$ 462,432	\$ -	\$ 462,432
8	Pay-By-Phone Service Transaction Fees Year 8	\$ 508,676	\$ -	\$ 508,676
9	Pay-By-Phone Service Transaction Fees Year 9	\$ 559,543	\$ -	\$ 559,543

Line #	Category	Subtotal	Sales Tax (8.75%)	Total
10	Semi-Annual Marketing Campaigns	\$ 180,000	\$ -	\$ 180,000
11	Support and Development	\$ 450,000	\$ -	\$ 450,000
12	Pay-By-Phone Service Signage (at the parking meters)	\$ 750,000	\$ 65,625	\$ 815,625
13	Total Not To Exceed	\$ 4,647,077	\$ 65,625	\$ 4,712,702

ENVIRONMENTAL REVIEW

On May 5, 2015, SFMTA staff, under authority delegated by the Planning Department, determined that the proposed agreement is not a project under Title 14 of the California Code of Regulations, Section 15060(c)(2) because CEQA does not apply to activities that would not result in a direct or reasonably foreseeable indirect physical change in the environment there is no direct or indirect physical change in the environment.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed this report.

RECOMMENDATION

Staff recommends that the SFMTA Board authorize the Director of Transportation to execute SFMTA Contract #2015-18 for Parking Meter Pay-By-Phone Services with PayByPhone Technologies Inc., for an amount not to exceed \$4,712,702 and a term of five years, with the option to extend the contract for up to four additional years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) conducted a successful pilot program of pay-by-phone technologies from 2007 to 2009 to enable customers to pay for parking at parking meters by using cell phones (“Pay-by-Phone Service”); and,

WHEREAS, Following completion of this pilot program in 2009, SFMTA issued a Request for Proposals (RFP) to operate Pay-By-Phone Service for a term of three years, with options to extend the contract for up to two additional years; and,

WHEREAS, In April 2011, SFMTA entered into an agreement with Verrus Mobile Technologies, Inc. to provide Pay-By-Phone Service at metered parking spaces administered by SFMTA and the Port of San Francisco; and,

WHEREAS, The Pay-By-Phone Service has been favorably received by the public and has generated eight million transactions over 40 months; and,

WHEREAS, On October 28, 2014, SFMTA released a Request for Proposals for Pay-By-Phone Parking Payment Method and Associated Management System and subsequently received five proposals, from PayByPhone Technologies Inc. (formerly Verrus), Parkmobile USA, Passport Parking, Pango Mobile Parking, and MobileNOW; and,

WHEREAS, The evaluation panel, consisting of four panel members from the SFMTA, BART and the San Francisco Treasurer’s Office, reviewed the proposals and selected PayByPhone Technologies Inc. as the highest-ranked proposer; and,

WHEREAS, The SFMTA successfully negotiated an agreement with PayByPhone Technologies, Inc. for procurement of Parking Meter Pay-By-Phone Services; and

WHEREAS, The proposed agreement establishes a new payment structure in order to reduce the current \$0.45 transaction fee charged to the public; instead, under the proposed agreement, SFMTA would pay the contractor \$0.04 per transaction directly, resulting in a new \$4.7 million operating cost to the SFMTA over the nine-year potential term of the contract; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract #2015-18 for Parking Meter Pay-By-Phone Services with PayByPhone Technologies Inc., for an amount not to exceed \$4,712,702 and a term of five years, with the option to extend the contract for up to four additional years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 16, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

**Agreement between the City and County of San Francisco and
PayByPhone, Inc.
for Parking Meter Pay by Phone Service**

Contract No. SFMTA-2015-18

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

**Agreement between the City and County of San Francisco and
PayByPhone, Inc.
for Parking Meter Pay by Phone Service**

Contract No. SFMTA-2015-18

This Agreement is made this 16th day of June, 2015, in the City and County of San Francisco, State of California, by and between: PayByPhone Technologies, Inc. 1168 Hamilton Street, Suite 403, Vancouver, BC, V6B 2S2 Canada (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

Recitals

- A. The SFMTA wishes to provide citywide Pay-By-Phone Service to enable Customers to pay for metered parking spaces at all metered parking spaces in the City and County of San Francisco, including those under the jurisdiction of Port of San Francisco, as well as those under the jurisdiction of SFMTA.
- B. A Request for Proposals (“RFP”) was issued on October 28, 2014, and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved Contract Number 48657-14/15 on January 5, 2015.

Now, THEREFORE, the parties agree as follows:

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 Scope of Services.

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 64.

Agency or SFMTA: The Municipal Transportation Agency of the City

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.

City: The City and County of San Francisco.

Contract or Agreement: The written Contract, and all Appendices and Attachments, executed by the City and Contractor, covering the performance of the Services.

Contractor: PayByPhone Inc.

Controller: Controller of the City.

Days: Unless otherwise designated, the word “Days” refers to calendar days of the City.

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

Effective Date: The date that the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.

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

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.

Services or PBP Services: The Contractor's obligations under this Agreement, as set out in Appendix A (Scope of Services), to provide a smartphone application, mobile web, IVR, management system and other components, including reporting and integration functionality, to allow customers to pay for metered parking by mobile -phone payment.

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

SFMTA Data: As described in Section II.A.13 of Appendix A.

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the

Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2015 to June 30, 2020, unless sooner terminated or extended as provided herein. The SFMTA in its sole and absolute discretion shall have options to extend this Agreement for up to four years by providing written notice to Contractor not less than 90 days prior to the termination date. Such extension shall be on the same terms and conditions as this Agreement.

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the 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. In no event shall the amount of this Agreement exceed Four Million Seven Hundred Twelve Thousands Seven Hundred and Two Dollars (\$4,712,702). The breakdown of costs associated with this Agreement appears in Appendix C, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope

unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Reserved (Disallowance).

10. Taxes.

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

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

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

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement.

Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

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

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

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

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

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents.

Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance; Bonds.

a. Bonds.

(1) The Contractor shall maintain at its own expense, and furnish to City, within 30 days following the receipt of the Notice to Proceed of the Contract, corporate surety bonds, as follows:

(A) A Performance Bond in the amount of \$500,000 to guarantee Contractor's faithful performance of all obligations regarding the Services to be furnished under the Contract, including warranty obligations.

(2) The corporate surety on these bonds 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 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.

b. Insurance.

(1) 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:

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

(B) 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

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

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

(E) Technology Errors and Omissions Liability coverage with limits of \$5,000,000 each occurrence and each loss, and \$10,000,000 general aggregate. 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:

(i) 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, protected health information or personal information or other personally identifying information, stored or transmitted in electronic form;

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

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing 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.

(2) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

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

(B) 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.

(3) All policies shall be endorsed to provide thirty 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 the Section entitled "Notices to the Parties."

(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.

(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.

(6) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(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.

(8) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor 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.

16. Indemnification.

a. Indemnification of City. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof (together, "Losses") for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly from (a) Contractor's negligent, reckless or willful act or omission, or (b) Contractor's breach of this Agreement or of any warranty or representation given herein, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except to the extent that such loss, damage, injury, liability or claim is the result of the negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles

or services to be supplied in the performance of this Agreement and of which Contractor is not the patentee

b. Notice of Claims. City shall give Contractor 60 days written notice (a "Claim Notice") of any Losses or discovery of facts on which City intends to base a request for indemnification under Section 16a. above. City's failure to provide a Claim Notice to Contractor under this Section 16b. does not relieve Contractor of any liability that Contractor may have to City, but in no event shall Contractor be liable for any Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). City shall furnish promptly to Contractor copies of all papers and official documents received in respect of any Losses.

c. Control of Defense. Contractor may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 16a. (an "Indemnified Claim") by sending written notice of the assumption to City on or before ten (10) business days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through independent counsel of its own choosing and at Contractor's sole cost and expense, the settlement or defense thereof.

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

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages; Credit Assessments; Delay.

a. Liquidated Damages Schedule. The Schedule of Liquidated Damages (LDs) can be found in Appendix B. LDs will not be assessed in situations where actual damages are known and for which Credit Assessments may be imposed (see Section 19.2 below); moreover, City may seek damages for matters for which liquidated damages are not provided for and any other damages that may be recoverable by the City and specified elsewhere in the Contract documents. 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.

b. Credit Assessments. The Schedule of Credit Assessments can be found in Appendix B.

c. Unavoidable Delay. An Unavoidable Delay is an interruption of the Services beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays include and are limited to 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; changes in the Services ordered by the City insofar as they necessarily require additional time in which to complete the entire Services; the prevention by the City of the Contractor's commencing or prosecuting the Services, or interruption or failure of electrical power, the internet or cellular telecommunications caused by any of the events or causes described herein. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the Services are delayed thereby, as determined by the City acting reasonably.

d. 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 of deliveries or Services. Within five calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

e. 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.

20. Default; Remedies.

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

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

8. Submitting False Claims; 10. Taxes; 15. Insurance; 24. Proprietary or Confidential Information of City; 30. Assignment; 37. Drug-Free Workplace Policy; 53. Compliance with Laws; and 57. Protection of Private Information.

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

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

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

(5) Personal Customer Information – Contractor sells, leases, distributes, publishes, or otherwise shares any personal information of Service Customers to any third party other than a subcontractor or affiliate that has received the information in furtherance of the performance of this Agreement and has agreed to abide by the confidentiality and data protection provisions of this Agreement, without permission from Customer, except as required by law, provided that Contractor shall be permitted to use such information to enable Customers with Service accounts for SFMTA-managed on-street parking spaces to use their accounts to pay for services provided by Contractor to other entities, and vice versa. Notwithstanding any other provisions of this section to the contrary, Contractor's violation of this restriction shall be immediate grounds for default, with no opportunity to cure.

(6) Excessive Liquidated Damages – The Liquidated Damages as defined in Appendix B of this Agreement incurred by Contractor exceed \$40,000 in any single calendar month or \$20,000 during any two calendar months during a rolling six-month period. Notwithstanding any other provisions of this section to the contrary, Contractor's violation of this restriction shall be immediate grounds for default, with no opportunity to cure.

(7) Parking Space Coverage – The Service provided by Contractor as defined in Appendix A of this Agreement fails to be available at a minimum of 99 percent of SFMTA-managed metered on-street and off-street parking spaces in any consecutive 3 day period during the Term of the Agreement. (Note that Contractor is not responsible for the cell phone performance of individual Customers.) Notwithstanding any other provisions of this section to the contrary, Contractor shall have 60 days from the date Contractor is notified of this condition to affect a cure, whereupon the measurement of Parking Space Coverage will recommence, before being found in default.

(8) Pay-by-Phone Status Responses (Including Third-Party Data Transmission Times) – The total response time, including data transmission times through a third-party cellular provider, between the issuance of a Pay-by-Phone payment status request from a PCO’s Handheld Device and the receipt of the payment status information from the Service back to the Handheld Device exceeds 10 seconds for 2 percent or more of requests or exceeds 30 seconds for 1 percent or more of requests within any calendar month. Notwithstanding any other provisions of this section to the contrary, Contractor shall have 60 days from the date Contractor is notified of this condition to effect a cure before being found in default

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

c. Contractor may terminate this Agreement in the event of any material breach by City of its obligations hereunder, including but not limited to, City’s nonpayment of fees or charges due.

21. Termination for Convenience.

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

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

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

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

(3) Terminating all existing orders and subcontracts that relate solely to the performance of this Agreement.

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

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

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

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

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

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

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

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

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

interest, or any other expense which is not reasonable or authorized under such subsection (c).

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

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting False Claims; 10. Taxes; 11. Payment Does Not Imply Acceptance of Work; 13. Responsibility for Equipment; 14. Independent Contractor; Payment of Taxes and Other Expenses; 15. Insurance; 16. Indemnification; 17. Incidental and Consequential Damages; 18. Liability of City; 24. Proprietary or Confidential Information of City; 28. Audit and Inspection of Records; 48. Modification of Agreement; 49. Administrative Remedy for Agreement Interpretation; 50. Agreement Made in California; Venue; 51. Construction; 52. Entire Agreement; 56. Severability; and 57. Protection of Private Information.

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

24. Proprietary or Confidential Information.

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

protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Nondisclosure. The receiving Party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The receiving Party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving Party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving Party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

c. Backup of SFMTA Data. Contractor agrees to store all of SFMTA's Data on Contractor's primary server and back-up servers. Contractor will: (i) execute incremental database backups to a backup server every four (4) hours, (ii) conduct weekly full backups, (iii) will replicate SFMTA's database and default path to an off-site location (i.e., other than the primary data center); and (iv) will archive the SFMTA Data from the production system after 12-18 month period to an archival server where it will be available for a total of 18-24 months to SFMTA. At that time it will be archived to tape and returned to SFMTA. Additionally, Contractor shall assist SFMTA, as requested to perform a data backup of all the Content and Transactional Information, in a machine readable format, at an SFMTA server, at no additional cost to the SFMTA.

d. SFMTA Data Retrieval. SFMTA shall at all times have access and control of its Data and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

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

To City: Alexiy Sukhenko
SFMTA Financial Services and Contracts Unit
1 South Van Ness Avenue, Third Floor
San Francisco, CA 94103

E-mail: alexiy.sukhenko@sfmta.com

To Contractor: David Spittel
PayByPhone, Inc.
1168 Hamilton Street, Suite 403
Vancouver, BC. V6B 2S2 Canada

E-mail: dspittel@paypoint.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Reserved (Ownership of Results).

27. Reserved (Works for Hire).

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

29. Subcontracting. Contractor may subcontract portions of the Service only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the performance of the Service. City's execution of this Agreement constitutes its approval of the subcontractors/suppliers listed below.

Twilio
CreditCall
PayPoint.Net
Pier1 Networks
ICON Networks
Excel SoftSources

Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors.

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

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s:
(1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been

resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages.

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

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

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

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

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

34. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race,

color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

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

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in

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

36. Reserved (Tropical Hardwood and Virgin Redwood Ban).

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

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

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

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

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material

breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

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

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor

of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the

cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

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

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

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

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

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

e. Liquidated Damages. Contractor agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Authority of Contract Administrator; Claims; Disputes.

a. 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 or performed and

as to the manner of performance and rate of progress of the Services; 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, and shall make all decisions in accordance with the terms of the Agreement. Any appeal of the SFMTA Contract Administrator's decisions shall be in accordance with the provisions of Section 49.4 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 5 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.

b. Claims for Additional Compensation.

Contractor shall not be entitled to the payment of any additional compensation beyond that provided in this Agreement, 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 Contractor shall have given the Project Manager due written notice of potential claim.

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 Contractor's discovery of the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

It is the intention of this Section 49.2 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.

c. 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 notice of dispute within 15 Days of the discovery 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.

d. 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, 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 shall be administratively final and conclusive.

e. 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. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit the Contractor's right to terminate the Agreement pursuant to Section 20(c), above.

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

g. Government Code Claims. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

- 50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 52. Entire Agreement.** This Contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."
- 53. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and in the performance of this Agreement must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
- 54. Services Provided by Attorneys.** Any services to be provided to City by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as

subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Reserved (Supervision of Minors).

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

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

58. Reserved.

59. Reserved (Food Service Waste Reduction Requirements).

60. Reserved (Slavery Era Disclosure).

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

62. PCI Requirements.

a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Council’s list of PA-DSS approved and validated payment applications.

b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

c. For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

d. For items 62(a) to 62(c) above, Contractor shall provide a letter from its qualified security assessor (QSA) affirming its compliance and current PCI or PTS compliance certificate.

e. Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 days prior to its expiration.

f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

63. Data Privacy and Security

a. **Network Security** - The Contractor shall at all times maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. The Contractor shall also maintain network security that conforms to generally recognized industry standards. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

(1) Center for Internet Security - see <http://www.cisecurity.org>

(2) Payment Card Industry/Data Security Standards (PCI/DSS) – see <http://www.pcisecuritystandards.org/>

(3) National Institute for Standards and Technology - see <http://csrc.nist.gov>

(4) Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>

(5) ISO/IEC 27000-series - see <http://www.iso27001security.com/>

(6) Organization for the Advancement of Structured Information Standards (OASIS) – see <http://www.oasis-open.org/>

b. **Data Security** - Contractor shall at all times during the term of this Agreement provide and maintain up-to-date security with respect to (i) the Services, (ii) the SFMTA's Website, (iii) Contractor's physical facilities, and (iv) Contractor's networks, to prevent unauthorized access or "hacking" of SFMTA's Confidential Information and SFMTA's hosted Customer related Data. Contractor shall provide security for its networks and all internet connections consistent with best practices observed by the industry and SFMTA. Contractor will promptly install all patches, fixes,

upgrades, updates and new versions of any security software it employs. Contractor will maintain appropriate safeguards to restrict access to SFMTA's Confidential Information to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion detection or similar barriers) and password protected access to the SFMTA's Confidential Information and hosted Data. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of SFMTA's Confidential Information. Contractor also will establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the SFMTA's Confidential Information and hosted Data from unwarranted disclosure.

c. Data Storage - The Contractor agrees that any and all SFMTA data will be stored, processed, and maintained solely on designated servers located within North America at all times and that no SFMTA data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Contractor's designated backup and recovery processes and encrypted in accordance with subsection d, below.

d. Data Encryption - The Contractor shall store all SFMTA backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. The Contractor shall use an encryption solution with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption or most current industry standard encryption.

e. Data Transmission - The Contractor shall ensure that all electronic transmission or exchange of system and application data with SFMTA and/or any other parties expressly designated by SFMTA shall take place via secure means (using HTTPS or SFTP or equivalent). The Contractor shall also ensure that all SFMTA Data shall be used expressly and solely for the purposes enumerated in the Agreement. SFMTA Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no SFMTA Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by SFMTA.

f. End of Agreement Data Handling - Upon termination or expiration of this Agreement, Contractor shall within 48 hours return SFMTA's Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from SFMTA that SFMTA's Data has been successfully transferred to SFMTA, the Contractor shall

within thirty days or within 7 days of the request of an agent of SFMTA, whichever comes first, purge, erase, destroy, and render unrecoverable all SFMTA data from its hosted servers and provide SFMTA with written certification that these actions have been completed. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.

g. Loss or Unauthorized Access to SFMTA's Data; Security Breach Notification - The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Contractor shall notify SFMTA of any actual or potential exposure or misappropriation of SFMTA's Data (any "Leak") within twelve hours of the discovery of such. Contractor will reasonably cooperate with SFMTA and with law enforcement authorities in investigating any such Leak, at Contractor's expense. Contractor will likewise reasonably cooperate with SFMTA and with law enforcement agencies in any effort to notify injured or potentially injured parties, at Contractor's expense. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof arising out of such Leak. The remedies and obligations set forth in this Subsection are in addition to any other SFMTA may have.

64. Acceptance Criteria. The Contractor shall meet the following acceptance criteria for the PBP Service. All PBP Services described in Appendix A (Scope of Services) that are fully functional for 30 days after delivery shall be deemed Accepted. The following components of the Service must meet the following requirements to be deemed fully functional

a. The delivered PBP technology meets all the requirements set forth in subsections A and B of Sections I and II of Appendix A (Scope of Services).

b. The delivered PBP Management System meets the requirements set forth in subsections A and B of Sections III of Appendix A (Scope of Services).

c. The transaction feeds to the SFMTA Data Warehouse from the PBP System meets the requirements set forth in subsection A and B of Sections IV of Appendix A (Scope of Services) as well as attachments 1-16 to Appendix A.

d. The nightly batch file feed to SFMTA's SFPM meets the requirements set forth in subsections A and B of Sections IV of Appendix A (Scope of Services) as well as attachments 1-16 to Appendix A.

65. Approval by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the

same agreement. Signed counterparts may be delivered by telephone facsimile or in PDF delivered by email.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ David A. Greenburg Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>PayByPhone, Inc.</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>David Spittel Executive Vice President PayByPhone, Inc. 1168 Hamilton Street, Suite 403 Vancouver, BC, V6B 2S2 Canada</p> <p>City Vendor Number: 74640</p>
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Appendices

- A: Scope of Services to be provided by Contractor
- B: Liquidated Damages and Credit Assessments
- C: Calculation of Charges

Appendix A

Scope of Work

Pay-By-Phone Parking Payment Method and Management System

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TERMS AND ABBREVIATIONS

The following definitions apply to the Specifications:

<u>Term or Acronym</u>	<u>Definition</u>
Automated Clearing House or ACH	An electronic network for financial transactions in the United States. Used to direct deposits from Customer's bank account to City's bank account.
Active	Meter status when a payment is in progress.
ADA	Americans with Disabilities Act, as amended.
Backend Settings	Set of variables that controls Meter Behavior, such as minimum credit card charge, grace period, and backlight and LED settings and exists in the Contractor's system but is not included in the Operating Schedule or the Price Schedule and is not stored in SFMTA's Data Warehouse.
Behavior	Variables that govern Meter performance; e.g., start/end times, time limits, rates.
Base PBP Service Fee	Dollar amount that the Contractor charges the SFMTA for each successfully completed PBP transaction.
City	The City and County of San Francisco.
City Data	Data collected within the City and County of San Francisco from the PBP application.
Configuration	Set of Variables that make up the Meter Behavior
Contractor	PayByPhone, Inc.
Convenience Fee	Dollar amount that is added to any (new and add time) transaction performed by the Customer while using PBP Service.

<u>Term or Acronym</u>	<u>Definition</u>
Customer	Person who uses a Meter on the street for the purpose of paying for parking.
Data Warehouse	One of two database and reporting systems hosted and managed by SFMTA.
Day	A calendar day that runs from 12 midnight to 11:59 PM.
Descriptive Variables	Attributes of metered spaces that do not affect Meter 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	Locations where parking meters are in effect for parking for all types of vehicles.
Hotlist	A listing of credit card and/or smart card numbers that are deemed non-valid forms of payment because of fraud, theft or other misuse.
Idle	Meter status when no payment is in progress. Screen displays static information messages until a payment is started, at which time the Meter switches to Active.
Interactive Voice Response System or IVR	IVR is a technology that allows a computer to interact with humans through the use of voice and key tones input via keypad.
Meter	A device used to allow Customers to pay for use of parking spaces.
Meter Holidays	New Year's Day (January 1), Thanksgiving Day and Christmas.
Meter Mechanism	The 'brains' of the Meter device.
Meter Operation, Operating Hours, Enforcement Hours	Days and times when payment is required for use of parking spaces.
Metered Space	A parking space managed by a single-space Meter or multi-space Paystation.
Meter Shop	SFMTA's parking Meter maintenance and administration facility.
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.

<u>Term or Acronym</u>	<u>Definition</u>
Near Field Communication or NFC	The ability to pay for use of a Meter with a smartphone or certain smart cards by bringing them into close proximity with each other.
Multi Space ID or MS ID	Unique number that identifies the Paystation.
MS ID Space #	Number that identifies a parking space that is managed by the Paystation.
Operating Schedule	Set of rules that govern the overall hours that the Meter is in effect and may include TOW, prepayment settings, and time limits.
Parking Session	The length of time from the moment when payment is initiated until purchased time has elapsed.
Parking Space ID or PS ID	Unique permanent identifier assigned to a metered space when it is added to the Parking Space Inventory.
Pay-By-Phone or PBP	Service that allows Customers to pay for metered parking via their phone.
Pay-By-Phone Management System or PBP MS	A package of software applications consisting of a database, User interface, reporting applications, and parking space programming module.
Pay-By-Phone Service or PBP Service	Service consisting of smartphone application, mobile web, IVR, management system and other components allowing pay-by-phone payment, reporting and integration functionality.
Payment Window	Window of time during which a Customer is conducting a payment at the parking meter before the system considers the payment completed and transmits the transaction to the PBP MS.
PCO	Parking Control Officer employed by the City and County of San Francisco to enforce parking regulations.
Paystation	A devices that manages multiple parking spaces
Parking Meter Repairer or PMR	An SFMTA employee that provides maintenance support for Meters and Paystations.
Post ID	A unique number that identifies the location of a metered space by street, block number and side of the street.
Port	The Port of San Francisco.
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.

<u>Term or Acronym</u>	<u>Definition</u>
Price Schedule Table	Set of rules that govern Meter rates charged to Customers
Proposer	Firm competing for contract award.
Parking Space Inventory Table 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 Meter Behavior.
Screen	Display on the Meter that shows dynamic messages programmed remotely.
SFMTA	San Francisco Municipal Transportation Agency, an agency of City.
SFMTA Parking Card	Prepaid smartcards sold by SFMTA that can be used for payment at parking meters only.
San Francisco Parking Meter Management System or SFPM	A database and information system that provides maintenance and revenue information for all parking meters under the purview of the SFMTA. It is one of two databases managed by the SFMTA.
Secure File Transfer Protocol Site or SFTP Site	Secured network protocol that provides file access, file transfer, and file management functionalities over any reliable data stream.
SMS	A text message.
Special Event	A public event for which SFMTA charges a premium parking rate.
Standard Variables	Meter programming and reporting variables typically included in the PBP MS, 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 Meter Behavior within those time designations.
Tow Period	Refers to a period of time that a vehicle may be towed from a location for violation of parking regulations.
Uniform Resource Locator or URL	The global address of documents and other resources on the World Wide Web.
User	Person who uses the PBP MS (e.g., SFMTA Meter Shop staff).

<u>Term or Acronym</u>	<u>Definition</u>
User-Defined Variables	Variables supplied by SFMTA and not typically included in the PBP MS, that are used to filter and sort metered spaces in ways that are useful to SFMTA and do not affect Meter Behavior.

SECTION I: PBP ADMINISTRATIVE PROVISIONS

A. General Requirements

1) Training

- A. The Contractor shall provide the following training:
 - a. Provide all training in San Francisco, California at a location to be determined by SFMTA. The Contractor shall cover all its own travel and other costs associated with training.
 - b. Provide training in the PBP MS in all areas necessary to deploy, maintain, operate, and enforce PBP payments, time limits, rates and operational hours for metered parking spaces in the City. The Contractor shall provide training for the following groups :
 - i. Meter Shop (up to 10 people)
 - ii. Adjudication and Hearing (up to six people)
 - iii. Finance (up to 10 people)
 - iv. Contract Administration (up to five people)
 - v. Enforcement (up to 250 PCOs). Enforcement training for PCOs will be limited to handheld enforcement of PBP Service payments. The Contractor shall provide at least two 8-hour training sessions for all enforcement shifts.
 - c. The Contractor shall provide up to five additional, eight-hour days of detailed training covering maintenance, finance/accounting/audit, enforcement, and PBP MS usage, as scheduled by SFMTA during the term of the Agreement at no cost to SFMTA.
 - d. Ensure that the initial training for system managers, Meter Shop field personnel, and collection staff is completed prior to activating the service for SFMTA/Port metered spaces according to a schedule approved by the SFMTA.
 - e. Supply and keep current hard and digital copies of all operating, training and repair manuals.
 - f. Grant the SFMTA rights to reproduce all training, operation and repair manuals needed for staff.

2) SFMTA Support

- a. The Contractor shall provide toll-free number that is available, at a minimum, between 8 am and 5 pm PST/PDT, Monday through Friday except for official SFMTA holidays.
- b. The Contractor's customer support staff shall respond to designated SFMTA administrative staff within 24 hours from the time request is made of receipt during operating hours.

- c. The Contractor's emergency technical support staff shall respond to the SFMTA within 60 minutes from the time request is made of receipt during operating hours.
- d. SFMTA will provide the Contractor with the names and contact information for designated staff. SFMTA reserves the right to change the business hours to reflect changes in the Meter hours and days of operation.

3) General Customer Support

- a. 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.
- b. Contractor Customer support staff should respond to PBP Service related questions between 8 am and 5 pm PST/PDT, Monday through Friday except for official SFMTA holidays. All non PBP Service related questions should be forwarded to City's customer support at 311.
- c. The Contractor should provide SFMTA with monthly reports categorizing all the general support calls (e.g. types of reported issues, quantity of calls, resolution, and performed follow up). Such reports should be available within proposed PBP MS.

4) Convenience Fee

The SFMTA will determine the amount of any Convenience Fee to be charged to the Customers for use of the PBP Service. SFMTA may adjust the Convenience Fee at any time during the term of the Agreement. Should the Convenience Fee be adjusted, the actual adjustment amount will be communicated to the Contractor in writing. The Contractor shall have 24 hours to implement the new fee structure from the time of receipt of notice.

5) Base PBP Service Fee

- a. The Base PBP Service Fee is payable to the Contractor on a monthly basis; and based on recorded number of successfully completed PBP transactions.
- b. The Base PBP Service Fee is listed in Appendix C.
- c. There will be no adjustments to Base PBP Service Fee for the term of the Agreement.

6) Payment Gateway

- a. The SFMTA reserves the right to change the existing gateway provider to a City-preferred gateway at any time during the term of the Agreement. At that time, the Contractor shall transition to the City's provider and the SFMTA may assume costs for gateway fees directly.
- b. The SFMTA and the Contractor shall negotiate the transition period.
- c. The Contract will perform the switch over to City-preferred gateway provider at no costs to SFMTA.

7) PBP Service Payment Options

- a. The Contract shall be able to provide different payment options depending on Customers' funding method.
 - i. Credit Card Funding Method
 - ii. Credit Card PayPal Method
 - iii. Bank Account PayPal Method
- b. At the minimum the following credit cards shall be accepted by the Contractor: Amex, Visa, MasterCard, and Discovery.
- c. The SFMTA will instruct the Contractor as to which payment methods need to be activated.

8) Revenue Processing

- a. The Contractor shall establish a means for Customers to pay for parking at all metered spaces in the City. However, the Contractor shall not collect or receive payments from Customers; all such payments shall be routed to the City's merchant account processor, currently Bank of America Merchant Services (BAMS).
- b. At the beginning of each calendar month (no later than the 15th day of every month), the Contractor shall submit an invoice to SFMTA based on number of successfully completed transactions in the previous month multiplied by the amount of the PBP Base Service Fee.
- c. The Contractor shall accurately track all the PBP transactions by value, payment method, date and time, meter space number, collection route and subroute, PMR route and by enforcement beat. All necessary data attributes will be provided to the Contractor via Attachment 01 xml file.
- d. The Contractor must establish separate relationships for SFMTA and PORT merchant accounts.
- e. The Contractor shall provide "Monthly Billing Report" within its MS to support monthly billing.

7) Decals and Signage

- a. The Contractor shall pay for the design and production of all meter decals for all SFMTA-managed meters in the City and on Port property (approximately 30,000 spaces) for the duration of the Contract. The cost of the decals should be invoiced separately during the month following each set of labels delivered to SFMTA. The Contractor must obtain the SFMTA's written approval for all decal and signage graphics prior to production.
- b. In the event that the SFMTA retains an independent third party to design the decals and signage for the Service, the Contractor shall work with the third party to implement changes necessary for deploying decal and signage graphics.

- c. One part of each two-part decal should be an NFC sensor programmed to match a particular Post ID or MS ID.
- d. The SFMTA will have the right to limit signage as appropriate.
- e. The SFMTA will have the option to produce the signage at its own expense.

8) Consultant Services Rate for Additional Services

Consultant per hour rate for additional services outside the scope of the Agreement is listed in Appendix C.

9) PBP Service Marketing Campaign

- a. The Contractor shall perform semiannual marketing campaigns throughout the term of the Agreement to inform Customers about PBP Service offerings for SFMTA and Port metered locations. Such marketing campaigns shall be performed at Contractor’s cost except as provided in subparagraph c. below.
- b. Marketing campaigns may include but are not limited to, billboards, social media networks (Facebook, Twitter), and SFMTA’s bus fleet and bus shelter advertisements.
- c. The SFMTA shall compensate the Contractor for up to \$10,000. The Contractor is responsible for any additional marketing costs.
- d. **30 Days prior to commencement of any marketing campaign**, the Contractor must present to SFMTA a campaign plan. No marketing campaign may begin without prior SFMTA written approval.

B. Additional General Requirements

1) PBP Service Wallet

Within 120 days of the mutually agreed upon implementation date:

- a. The Contractor shall provide to the SFMTA the option to setup a pre-funded PBP Wallet System.
- b. The PBP Wallet System shall be setup as a “closed-loop” system.
- c. The Contractor shall be responsible for administering all refunds, re-load issues and all other Customer related issues associated with the PBP Wallet System.
- d. The SMTA and the Contractor agree to establish a set of policies and procedures as required by local and state regulations at the commencement of development of the PBP Wallet System.

2) PBP Service Payment Options

Within 60 days of the Notice to Proceed, SFMTA shall have the option to add the following additional payment methods:

- a. Multiple Credit Cards under the same account holder
- b. ACH

3) Automated Daily and Weekly Reconciliation

Within 60 days of the Notice to Proceed:

- a. The Contractor shall deliver daily and weekly XML transactional feed for financial reconciliation of data between PBP MS and SFMTA databases. The XML specifications are found in Attachments 1-14.
- b. Separate sets of files shall be submitted for SFMTA and Port metered spaces.

4) Base PBP Service Fee Discounts

Within 60 days of the Notice to Proceed:

The Contractor shall offer a tiered discount of the Base PBP Service Fee to the SFMTA based on number of monthly transactions. At a minimum, the tiered discounts shall be as follows:

- a. Base PBP Service Fee: 1 to 400,000 monthly transactions
- b. 10% discount of Base Fee: 400,000 to 500,000 monthly transactions
- c. 15% discount of Base Fee: 500,000 to 600,000 monthly transactions
- d. 20% discount of Base Fee: More than 600,000 monthly transactions

The Contractor may also opt to further increase the discounts beyond those stated above.

5) Test/Maintenance Payments

Within 60 days of the Notice to Proceed, the SFMTA meter maintenance staff should be able to perform test transactions by using mobile application, mobile web and IVR system. Such transactions should be recorded as "Tech Credit". All of the "Tech Credit" payments should be communicated via XML revenue feed; but should not affect any of the monthly revenue totals.

6) Customization of the PBP Smart Phone and Mobile Web Applications

Within 60 days of the mutually agreed upon implementation date, the Contractor shall enable SFMTA to perform the following:

- a. Customize the application user interface (e.g. eliminate screens, rearrange buttons, modify input parameters and location of the input windows)
- b. Obtain complete control of messaging
- c. Develop SFMTA brand identity
- d. Ability to login with social network credentials (e.g. Facebook, Twitter)

7) Web Content

Within 60 days of the SFMTA's request, the Contractor shall provide web content for various SFMTA websites. The content shall include detailed instructions on how to set up a new account, how to use the Pay-by-Phone system, pictorial examples of the decals and signage identifying those meters

included in the program, and the Contractor's contact information for help in using the Service.

SECTION II: PBP SERVICE SPECIFICATIONS

A. Core Specifications

1) Online Account

- a. By using the Contractor's web site, Customers shall be able to create and view an account, and modify their account profile, credit card, PayPal or ACH payment set-up details online. Customers shall also be able to review previous parking transactions and parking payments and adjustments for the previous 24 months' time period.
- b. Customers shall have an option to disable or cancel their account for any reason online or by calling the support center. The cancellation process should take no more than 5 minutes and be effective immediately.

2) Minimum purchase

- a. The SFMTA shall be able to institute a minimum parking time and associated purchase requirement for Customers using the PBP. In the event that the SFMTA institutes this requirement, the Contractor shall ensure that a minimum of 99.9% of all parking transactions adhere to the requirement.
- b. To measure performance under this standard, the Contractor shall maintain payment records and shall make such records available upon request from the SFMTA.

3) Parking Confirmation

The Contractor shall ensure that:

- a. Customers shall receive confirmation upon successful payment via the means through which they initiated the transaction (e.g. verbal confirmation if transaction is by phone call; SMS, push notification or email if transaction is by phone application).
- b. Customers who fail to complete the payment process by using IVR will be sent a message indicating that payment was not received via the means through which they initiated the transaction.
- c. Customers shall have the option to receive an email receipt provided they add their email address to their account profile. The email receipt will indicate for each transaction the location of parking space used, duration of time paid for and amount charged.
- d. Customer shall not be allowed to select Parking Sessions that extend beyond posted Operating Hours. (e.g. if payment is performed at 3 p.m. and meter's Operating Hours end at 6 p.m., the Customer is only permitted to select up to 180 minutes or 3 hours of park time).

4) Extension of the Parking Session

- b. Customers shall be able to extend their parking session up to the posted time limit using any available payment method (e.g. IVR, smart phone

application, mobile web) regardless of which method was used to originate the first parking transaction.

- c. Customers shall also have the option to receive a reminder via SMS five minutes before the Parking Session expires.
- d. The Contractor must send reminder messages within no less than five minutes of parking session expiration for 99.5% of applicable transactions where customers have opted in for reminders. To measure performance under this standard, the Contractor shall maintain a message log and shall make such log available upon request from the SFMTA.

5) Meter Feeding/Time Limits

- a. The Contractor shall block Customers from adding any additional time once the maximum time limit for any metered space has been reached.
- b. The Contractor shall prevent Customers from purchasing any additional time beyond the maximum time limit at any metered space on the same block face in accordance with SFMTA parking regulations for 30 minutes after initial Parking Session has expired.
- c. The Contractor shall support the following three time limit enforcement methodologies in meters where multiple time limits apply.
 - i. Enforcement of the time limit based on arrival time
 - ii. Enforcement of the time limit based on departure time
 - iii. Enforcement of the time limit based on combination of arrival time + departure time

Example: If a Customer parks at a yellow zone meter at 3:45PM that has 30-minute limit from 9AM – 4PM, then becomes general metered parking (2-hr limit) from 4:01 to 6PM, the following three Enforcement methodologies would apply:

- i. Customer is allowed to purchase 15 minutes only (to 4PM)
- ii. Customer is allowed to purchase 2 hours only (to 5:45PM)
- iii. Customer is allowed to purchase 2 hours and 15 minutes (to 6PM)
- d. SFMTA will determine which Enforcement methodology will be used, and reserves the right to request modification of the methodology with seven Days advance notice.

6) PBP Service Availability

- a. The Contractor shall provide fully operational PBP Service to Customers beginning with Prepay Time and during Operating Hours with the exception of meter holidays (New Year Day, Thanksgiving and Christmas) for not less than 99% of the time within a seven Day period. The following features must be active for the PBP Service to be fully operational:

- i. Customer shall be able to call the IVR by using a toll-free telephone number provided by Contractor to initiate a parking payment for not less than 99% of parking transactions attempted by IVR.
 - ii. Contractor's smart phone application shall successfully process not less than 99% of parking transactions attempted by smart phone application.
 - iii. Contractor's mobile web application shall successfully process not less than 99% of all parking transactions attempted by mobile web application.
 - iv. Contractor's API shall successfully communicate to SFMTA enforcement back end solution vendor not less than 99% of the parking transactions, unless back end solution is not functioning.
 - v. Contractor's API integration with meter vendors shall work properly for 99% of the parking transactions, unless meter vendors are not functioning.
- b. The Contractor may request scheduled outages for maintenance with the approval of the SFMTA as to time frames.
 - c. When IVR, mobile application or smartphone payment methods are not available, the Contractor must inform all San Francisco Customers via email, SMS or voice message that the feature they are seeking to use for payment is not available, and that they must pay for parking through other means.

7) PBP Service Toll-Free Number

The toll-free number shall be transferred at no additional cost to the SFMTA or any third party as designated by the SFMTA upon expiration or termination of the Agreement.

8) Mobile Web URL

The mobile web URL shall be transferred to the SFMTA or any third party as designated by the SFMTA upon expiration or termination of the Agreement at no additional cost to the agency. Moreover, the URL shall be customizable to SFMTA branding (e.g. www.sfmta.com/pbp_service/)

9) Erroneous Citation Issuance

- a. The Contractor shall notify the SFMTA via e-mail of any system failure that might result in the issuance of erroneous citations within 15 minutes of discovering the failure.
- b. The Contractor shall compile a list of all parking transactions that used the PBP Service during the failure period.
- c. The SFMTA will provide the Contractor with a list of citations issued during the PBP Service outage period. The Contractor shall compare citation's time and meter space against its databases to come up the list of "erroneous citations" and notify the SFMTA within three Days of receiving the request which citations were issued in error.

10) Error Handling

- a. The Contractor shall communicate to Customer the following input errors:
 - i. A Customer enters in an invalid meter number for single-space meter; or
 - ii. A Customer enters in an invalid meter number for multi-space meter; or
 - iii. A Customer enters in an invalid parking space number for multi-space meter; or
 - iv. A Customer enters an invalid amount of meter time for the Customer-occupied parking space; or
 - v. A Customer enters an invalid validation code (e.g. password that allows using the smart phone application, mobile web or IVR).

11) Data Privacy and Security

The Contractor must adhere to Data Privacy and Security requirements set forth in Section 62 of the Agreement at all times during the entire term of the Contract.

12) Time Synchronization

- a. The Contractor shall synchronize its server clock no less than two times per day to the NTP.org time protocol (www.ntp.org) or an alternative credible web site with similar functionality and accuracy. During any given 30 day period, the server time shall deviate no more than two seconds from the NTP source for 99.5% of the time and shall not deviate more than 30 seconds from the NTP source at any time.
- b. The Contractor shall make automatic adjustments for periodic time changes (e.g. daylight savings time).

13) Data Ownership

- a. Except as otherwise specified in the Agreement, the SFMTA shall be the exclusive owner of all City Data, regardless of whether the data is direct or derived, calculated or modeled.
- b. The SFMTA shall not own, nor be held responsible for, safeguarding, any personal data, including, but not limited to, names, addresses, email addresses, phone numbers, or credit card information pertaining to Customers.
- c. The Contractor shall be expressly prohibited from transmitting any credit card data (other than the last 4 digits of the account number) to the SFMTA.

14) Archived Data

- a. The Contractor shall archive all transaction data during the term of the Agreement.
- b. The Contractor shall deliver PBP customers contact information to SFMTA upon request of the SFMTA and at the termination of the Agreement.

- c. The SFMTA shall receive copies of all archived data that is either requested, or being provided to SFMTA upon termination of the Agreement stored in a mutually-acceptable medium such as DVD+R, Blu-ray Disc (BD-R), flash drive or via other mutually agreed method.
- d. The Contractor shall be responsible for providing transaction data during the term of this Agreement and during the one year archive period in a format that is readable by SFMTA using commonly available commercial off-the-shelf software.

15) New User Registration

The Contractor shall program the PBP Service so that:

- a. Registration for new users shall be completed within 2 minutes of start time, regardless of registration method (e.g. IVR, smart phone application of mobile web).
- b. The system rejects any attempts by a Customer to use the PBP Service if minimum requirement account information is not collected or verified.
- c. By default an e-mail is generated for all parking payment sessions started, regardless of if they are completed, where the email address has been provided and the customer has agreed to receive email communication from PBP.
- d. The Contractor shall not request customer demographic information without the written consent of the SFMTA.

16) Convenience Fee Notification

In the event that SFMTA elects to impose a Convenience Fee for Customers using the PBP System, Customers must be notified of the Convenience Fee and given the option, via a message during the transaction, to opt out of the purchase. This option must be available for all transactions with no exceptions.

17) Customer Payment Processing

- a. During any seven Day period, the Contractor's system must process a minimum of 99% of all payments within 5 seconds and a minimum of 99% of payments within 15 seconds once confirmed by a Customer.
- b. The Contractor's PBP Service must allow no more than 0.5% of valid credit cards to be rejected incorrectly during the payment processing time. The payment processing time is defined as the time during which the system determines if sufficient funds are available to allow the Customer to park, excluding communication time by any independent third party.
- c. The Contractor's PBP Service must not allow Customers to pay for parking without confirmation that sufficient funds have been authorized for the time requested. The Contractor shall maintain all payment records, including transaction confirmation number, and shall make such records available upon request from the SFMTA, except to the extent that the records contain

personal data as set forth above in 13.b. The SFMTA may use these records for auditing purposes.

- d. reserves the right to implement batching or aggregation of transactions. Should implement either method, provisions a-c of this Section II.17 shall not apply.

18) Credit Card Security

The Contractor shall be responsible for indemnifying the SFMTA against any claim arising from lost or stolen personal information including but not limited to credit card information and other related data.

19) Rejected Credit Cards

- a. The Contractor's system shall detect and reject invalid credit cards.
- b. If the first credit card is rejected, the Contractor shall provide Customers a second opportunity to use a different credit card.

20) Space Numbering System

The Contractor shall fully comply with San Francisco "Space Numbering System" in all aspects of the PBP Service, as follows:

All San Francisco metered parking spaces rates, operational hours, restrictions and regulations are based on space number (PS ID and Post ID) for single and multi-space meters alike. Single-space meters and multi-space paystations are numbered identically: A Post ID is assigned to every metered space whether that space is managed by a single-space meter or a multi-space paystation, in alpha-numeric format (three digits, dash and five digits).

The current numbering system for single-space meters is as follows:

- The first three digits identify the street
- The first two digits following the dash identify the block
- The last three digits identify the space on the block
(e.g. 123-45678)

The current numbering system for multi-space paystations is as follows:

- The first three digits identify the street
- The first two digits following the dash identify the block
- The last three digits identify the multi-space pay station on the block
(e.g. 123-45678)

- a. The Contractor's system shall accommodate up to ten digits for the meter identification numbering sequence. Although the current numbering system contains only eight digits, the SFMTA might be extending this to ten digits in the future. The Contractor shall accommodate such change without any additional costs to SFMTA.

- b. The PBP Service shall correctly recognize when single-space meter number or multi-space paystation number is entered and respond accordingly
- c. The PBP Service shall correctly differentiate between single-space meter and multi-space paystation numbers.
- d. The PBP Service shall correctly recognize multi-space paystation numbers when entered by the Customer and provide an additional window to enter the space number.
- e. For multi-space transactions, the PBP Service should have the correct back-office logic to join the MS ID and the MS ID Space # together to determine the appropriate Post ID and PS ID. All PBP transactions communicated to SFMTA via XML feed (as described in Attachment 05) must contain but are not limited to the following: PS ID, Post ID, and MS ID. An example of inventory setup can be found in Example II.A.20.e

Example II.A.20.e

Line Number	MS ID	MS ID Space #	Post ID	PS ID	Street and Block	Block Side
1	411-00001	9	411-00090	101405	FELL ST 0	Odd
2		11	411-00110	125881	FELL ST 0	Odd
3		13	411-00130	125960	FELL ST 0	Odd
4		15	411-00150	109214	FELL ST 0	Odd
5		17	411-00170	131555	FELL ST 0	Odd
6		19	411-00190	125961	FELL ST 0	Odd
7		21	411-00210	131556	FELL ST 0	Odd
8	411-00002	4	411-00040	121148	FELL ST 0	Even
9		6	411-00060	121149	FELL ST 0	Even
10		8	411-00080	128367	FELL ST 0	Even
11		10	411-00100	102497	FELL ST 0	Even
12		12	411-00120	110870	FELL ST 0	Even
13		14	411-00140	121892	FELL ST 0	Even
14		16	411-00160	128304	FELL ST 0	Even
15		18	411-00180	112293	FELL ST 0	Even
16		22	411-00220	126711	FELL ST 0	Even
17		24	411-00240	107900	FELL ST 0	Even

In the case of single-space meters; individual meters are labeled with their Post ID on the outside. In the case of multi-space paystations, the Post ID is a

virtual number and exists only in the backend. Multi-space paystations are labeled with their MS ID on the outside of the machine.

The PS ID is a virtual number that only exists in the backend. The PS ID number is assigned to on or off street parking real estate and will never change, whereas the Post ID and MS ID may change should the meter or paystation be moved.

MS Space # is only applicable to multi-space paystations; space numbers identify the specific space on the block face. Metered Spaces managed by multi-space paystations are labeled with Space Numbers on the curb adjacent to the space.

21) IVR System

There are no parking zones in San Francisco associated with PBP Service. PBP Service is strictly based on parking meter number (for both single-space meters and multi-space paystations). Thus, Customers should not be required to enter a zone number in order to commence a transaction.

- a. Contractor's IVR system should be customizable according to specifications agreed to by the SFMTA and the Contractor. The Contractor shall work with the SFMTA to streamline IVR menus to improve the customer experience, including options to provide translations in other languages mutually agreed to by the SFMTA and the Contractor, or as required by City law, at no cost to the SFMTA, including voice recognition capability in English if required.
- b. The IVR system shall permit customers to
 - i. Create an account
 - ii. Speak with a live customer service agent to modify an account in a manner consistent with Level One Payment Card Industry (PCI) Data Security Standards (<https://www.pcisecuritystandards.org/index.shtml>) and the Contractor's internal security standards
 - iii. Ask questions about the Service, and
 - iv. Track and resolve payment processing issues (including but not limited to acceptance, reversal, duplicate and fraudulent charges).
- c. The IVR system shall also incorporate other functions as needed and mutually agreed to by the SFMTA and the Contractor.

22) Smart Phone Application

There are no parking zones in San Francisco associated with PBP Service. PBP Service is strictly based on parking meter number (for both single-space meters and multi-space paystations). Thus, Customers should not be required to enter a zone number in order to commence a transaction.

- a. The PBP smartphone application shall be available on all three major mobile platforms (iOS, Android and Windows).

- b. The PBP smartphone application shall be free to download.
- c. The PBP smartphone application shall launch within 10 seconds of initiation by the customer, regardless of the user platform.
- d. Any SFMTA-branded smartphone application screens must allow for capture of the following data points. Any changes to screen sequences and/or data capture must be first approved by SFMTA in writing.
 - i. The application shall allow the Customer to enter the meter or paystation number identified by an appropriate sticker on the meter or paystation. Single entry box should accept both the meter or paystation number (Post ID and MS ID).
 - ii. The application shall allow Customers to enter the desired time to use the parking space, or to enter the space number if parked at multi-space paystation. The second screen shall also specify the address of the parking location. Customers shall be able to choose the parking time in either minutes or hours, consistent with corresponding time limits.
 - iii. The application shall offer confirmation of parking location (post id and address), parking expiration time, cost (including any Convenience Fee) and a window to enter a security code before confirming payment for parking.
 - iv. The application shall offer a confirmation screen telling the Customer the transaction has been approved and parking has started. The Contractor shall provide notification box informing the Customer if PBP visual indication is ON or OFF. SFMTA will decide on exact messaging after reviewing all possible options.
- e. The Contractor shall provide Customers with the option to receive a SMS message, push notification and/or email receipt informing them that their parking session has begun.
- f. The SFMTA may opt to have available an additional smartphone application with SFMTA branding. SFMTA-branded PBP smartphone application shall have fully customizable user interface features and messaging. Such features shall include but are not limited to the following: SFMTA logos, text box messages, frame and background colors, warning, alerts and notifications.
- g. The following requirements apply to any SFMTA-branded smart phone application:
 - i. Customers shall use PBP login credentials to access the SFMTA application.
 - ii. Service launch screens include "Powered by PayByPhone" or equivalent, with PBP logo.
 - iii. The SFMTA App shall be fully compatible with the PBP application. Both may reside on the same Customer device without conflicts.
 - iv. PBP may require users agree to existing or updated PBP (and PBP-branded) terms and conditions and privacy policy at any time, including but not limited to initial registration.

- v. In order to avoid Customer confusion in relation to other PBP programs, and to facilitate single login, PBP branding will be included any channel that is used to register users or conduct transactions, including but not limited to web, mobile web and IVR.

23) Mobile Web Application

There are no parking zones in San Francisco associated with PBP Service. PBP Service is strictly based on parking meter number (for both single-space meters and multi-space paystations). Thus, Customers should not be required to enter a zone number in order to commence a transaction.

- a. Mobile Web application shall always use secure internet protocols, such as (https://..).
- b. Mobile Web application shall be available on any internet browser that represents at least 2% of all browser usage according to the then-current Desktop Browser Version Market Share report published by Netmarketshare or its successor (currently posted at <http://www.netmarketshare.com/browser-market-share.aspx?qprid=2&qpcustomd=0>), or comparable reference, regardless of the Operating System.
- c. Mobile Web application shall be free to use within the City and County of San Francisco.
- d. Mobile Web application should launch within 5 seconds of initiation by the customer, regardless of the platform used.
- e. Any SFMTA-branded Mobile Web application screen sequence must allow for capture of the following data points. Any changes to screen sequences and/or data capture must be first discussed with the SFMTA prior to implementation.
 - i. The SFMTA-branded PBP mobile web application shall allow the Customer to enter the meter or paystation number identified by an appropriate sticker on the meter or paystation. Single entry box should accept both the meter or paystation number (Post ID and MS ID).
 - ii. The second screen shall allow Customers to enter the desired time to use the parking space, or to enter the space number if parked at multi-space paystation. The second screen shall also specify the address of the parking location. Customers shall be able to choose the parking time in either minutes or hours, consistent with corresponding time limits..
 - iii. The SFMTA-branded PBP mobile web application shall offer confirmation of parking location (post id and address), parking expiration time, cost (including any convenience fee) and a window to enter a security code before confirming payment for parking.
 - iv. The SFMTA-branded PBP mobile web application shall offer a confirmation screen telling the Customer the transaction has been approved and parking has started. The Contractor shall provide notification box informing the

Customer if PBP visual indication is ON or OFF. SFMTA will decide on exact messaging after reviewing all possible options.

- f. The Contractor shall provide Customers with the option to receive a SMS message, push notification and/or email receipt informing them that their parking session has begun.
- g. The SFMTA may opt to have available an additional mobile web application with SFMTA branding. SFMTA-branded PBP mobile web application shall have fully customizable user interface features and messaging. Such features shall include but are not limited to the following: SFMTA logos, text box messages, frame and background colors, warning, alerts and notifications.
- h. The following requirements apply to any SFMTA-branded mobile web application
 - i. Customers shall use PBP login credentials to access the SFMTA application.
 - ii. Service launch screens include "Powered by PayByPhone" or equivalent, with PBP logo.
 - iii. The SFMTA App shall be fully compatible with PBP application. Both may reside on same Customer device without conflicts.
 - iv. PBP may require users agree to existing or updated PBP (and PBP-branded) terms and conditions and privacy policy at any time, including but not limited to initial registration.
 - v. In order to avoid Customer confusion in relation to other PBP programs, and to facilitate single login, PBP branding will be included any channel that is used to register users or conduct transactions, including but not limited to web, mobile web and IVR.

24) Pre-Pay Time Functionality

Within 120 days of the Notice to Proceed

- a. The Contractor shall convert SFMTA and SF Port to the platform that fully supports the Pre-Pay functionality described in Example II.A.24.a.
- b. When a Customer pays for parking during the Pre-Pay time period, the PBP Service shall automatically calculate the appropriate amount of time from the time of the transaction to the start of the Operating Hours and add this time to the amount of time the Customer wishes to purchase.
- c. The Contractor shall include all payments made during the Pre-Pay time period in all data feeds to SFMTA, Collection and Counting contractor and meter vendors (i.e. xml attachments 05 and 09, meter feed for visual indication).

Example II.A.24.a

Assume that meter's Operating Hours begin at 9AM, and the Customer can Pre-Pay for parking at any time between 4:30AM and 9AM. If the Customer arrives at 7AM and wants to park for 45 minutes, the Customer would input the meter number and request 45 minutes of desired parking time. The PBP Service would then process the transaction and begin the countdown from 2 hours and 45 minutes. By doing so, the Customer is covered for the two hours between 7AM and 9AM (the Pre-Pay Time when the meter is not in operation) and the 45 minutes requested during Operating Hours, from 9AM to 9:45AM.

25) Special Events Programming

- a. The Contractor shall allow programming of exceptions to standard programming known as Special Events 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 Contractor shall allow programming of up to 100 combinations of start and end dates. The resulting behavior for each day is a combination of the standard programming for that day and the Special Events programming.

If the standard programmed meter behavior was:

M-Sa: TL = 120 min and Rates:

9-12 @ \$1/hr

12-3 @ \$2/hr

3-6 @ \$3/hr

Then the User shall be able to program distinct special overrides:

M-Sa: TL = 120 min and Rates:

9-12 @ \$1/hr

12-3 @ \$7/hr

3-6 @ \$7/hr

That can then be scheduled for a minimum of 100 combinations of start and end dates.

- c. The Contractor shall accept programming for special overrides or exceptions in accordance with Attachment 04 - Special event pricing and regulation XML

specifications. The proposed PBP System must accept separate programming for SFMTA and Port metered spaces.

- d. In the event that SFMTA submits an operating schedule or price schedule change after submitting programming for special overrides, the Contractor shall update the override programming accordingly no later than three Days from the date of submission of the change to Contractor.

26) PBP Service Programming Parameters and Rules

- a. The Contractor shall provide and maintain for the term of the contract (at no cost to SFMTA) an SFTP site for the purpose of exchanging all XML and CSV files with SFMTA, except for incoming transaction data XML.
- b. The Contractor shall provide a file structure in the SFTP site as specified by SFMTA.
- c. The Contractor shall accept inventory programming in two different ways:
 - i. Manually, via PBP MS.
 - ii. Automatically, via XML or CSV file deposited in Contractor’s SFTP site or submitted via email, per the specifications in Attachments 1-14
- d. The Contractor shall accept programming for subsets of the rules described in Example II.A.26.d

Example II.A.26.d

Rule Type	Overall Behavior	Rule	Meter Behavior after rule is applied
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	Application displays one of three possible pre-defined FREE messages
PREPAY	Meter accepts payment before the beginning of operating hours, for the first hour of operating hours.	PREPAY1, PREPAY2	Application 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	Application 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	Application 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	Application restricts purchase to specified time limit during specified hours.

- e. The Contractor shall accept programming for a set of general business rules that govern the specific rules as defined by SFMTA and listed in Example II.A.26.e.

Example II.A.26.e

General business rules to be programmed into PBP Backend Logic
1. Time periods programmed with behaviors FREE, PREPAY, RATE, and TOW have to be mutually exclusive; i.e. no period of day may not have two of these rules assigned at the same time
2. Time periods programmed with behaviors PREPAY may only precede time slots programmed with rule type RATE.
3. Time periods programmed for FREE or TOW may not have time limits assigned to them
4. Time limits apply only to time slots programmed with RATES.

- f. The Contractor shall ensure that the SFMTA is able to program RULE TYPE “RATE” with a rate = \$0.00 (different than RULE TYPE “FREE”). When RULE TYPE “RATE” = \$0.00, meter behaves the same as RULE TYPE “FREE”, but displays the information differently, as illustrated in Example II.A.26.f

Example II.A.26.f

Meter programming:	Meter screen 1:	Meter screen 2:
...	470-01250 EXPIRED – MAX	470-01250 EXPIRED – MAX 30
7:00am – 12:00pm: RULE TYPE	30 min	min
= RATE;	ENFORCED MON-SUN	ENFORCED MON-SUN
RATE = \$1.50/hr	7:00am – 12:00pm:	7:00am – 12:00pm:
12:00pm – 2:00pm: RULE TYPE	\$1.50/hr	\$1.50/hr
= FREE	12:00pm – 2:00pm:	12:00pm – 2:00pm:
2:00pm – 3:00pm: RULE TYPE	FREE	\$0.00/hr
= RATE; RATE = \$2.00/hr	2:00pm – 3:00pm:	2:00pm – 3:00pm:
...	\$2.00/hr	\$2.00/hr

- g. The Contractor must never allow a Customer to purchase time in excess of the following, whichever is smallest. Example II.A.26.g
- 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 until TOW periods
 - iv. The time limit programmed in the meter

Example II.A.26.g

The scenarios described below illustrate the maximum number of hours a Customer can purchase in each case:

Programmed Behavior	Maximum No. Hours Customer Can Purchase
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 1440 min	9 hours (from 9:00am to 6:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 1440 min Customer arrives at noon	6 hours (from 12:00pm to 6:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 4:00pm: RATE = \$2.00/hr 4:00pm – 6:00pm: TOW 6:00pm – 7:00pm: RATE = \$2.00/hr 7:00pm – 12:00am: FREE MAX TIME = 1440 min	7 hours (from 9:00am to 4:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 240 min	4 hours (= programmed time limit)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 12:00pm: RATE = \$2.00/hr 12:00pm – 2:00pm: RATE = \$3.00/hr 2:00pm – 6:00pm: RATE = \$2.50/hr 6:00pm – 12:00am: FREE MAX TIME = 1440 min	9 hours (from 9:00am to 6:00pm)

h. The Contractor shall be able to program a minimum of 12 unique time slots within Day, as illustrated in Example II.A.26.h

Example II.A.26.h

Time Slot	Days	Time Start	Time end	Rule Type	Corresponding Behavior
1	Mon-Fri	00:00:00	02:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
2	Mon-Fri	02:00:00	04:30:00	FREE	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays “FREE UNTIL X” where X is the TIME SLOT START for the first hour with a rate assigned

Time Slot	Days	Time Start	Time end	Rule Type	Corresponding Behavior
3	Mon-Fri	04:30:00	07:00:00	PREPAY	Meter displays "FREE UNTIL X" If payment is made, meter credits time starting at 07:00:00
4	Mon-Fri	07:00:00	10:00:00	RATE_1.50	Meter has \$1.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
5	Mon-Fri	10:00:00	12:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
6	Mon-Fri	12:00:00	15:00:00	RATE_2.00	Meter has \$2.00 rate assigned Meter displays hours and rates or other rules for all non-free time slots
7	Mon-Fri	15:00:00	16:00:00	RATE_2.50	Meter has \$2.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
8	Mon-Fri	16:00:00	18:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
9	Mon-Fri	18:00:00	19:00:00	RATE_2.50	Meter has \$2.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
10	Mon-Fri	19:00:00	22:00:00	RATE_6.00	Meter has \$6.00 rate assigned Meter displays hours and rates or other rules for all non-free time slots
11	Mon-Fri	22:00:00	23:00:00	RATE_0.25	Meter has \$0.25 rate assigned Meter displays hours and rates or other rules for all non-free time slots
12	Mon-Fri	23:00:00	24:00:00	FREE	Meter has no rate assigned, does not accept card payment, and does not give time purchased if a coin is dropped Meter displays "FREE"

- i. The Contractor shall accept programming for time slots as small as ¼ of an hour.
- j. The Contractor shall be able to program rates in \$0.05 increments.
- k. If the PBP Service 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 PBP Service shall prorate the amount charged for the time purchased, as illustrated in Example II.A.26.

Example II.A.26.k

Scenario: Meter is programmed with different rates at different times as described below:

MON-SAT 12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 12:00pm: RATE = \$2.00/hr 12:00pm – 2:00pm: RATE = \$3.00/hr 2:00pm – 6:00pm: RATE = \$2.50/hr 6:00pm – 12:00am: FREE MAX TIME = 1440 min	SUN 12:00am – 12:00am: FREE
---	---------------------------------------

A Customer arrives on Tuesday at 11:30 am and wishes to stay until 2:00 pm or for 2.5 hours (150 minutes). The meter shall charge:

$$(12:00 - 11:30) * \$2.00/hr + (14:00 - 12:00) * \$3.00/hr = \$1.00 + \$6.00 = \$7.00$$

- i. The SFMTA shall be able to set the effective date for rates, time limit and operational hours' changes via XML and via PBP MS alike.
- m. At any given time, PBP Service applications should allow Customer to park and pay in accordance with programmed Meter Behavior parameters until such time as a new set of parameters becomes effective.

27) Meter Behavior Programming

- a. The Contractor shall fully support manual (via PBP MS) and XML programming of any set of metered spaces.
- b. The Contractor shall fully support XML programming and/or editing of Meter Behaviors using XML files that are deposited in the Contractor's SFTP site or directly emailed to a designated PBP representative.
- c. The SFMTA will submit up to four files for Meter programming to the Contractor simultaneously or successively at short intervals as listed below:
 - i. Parking Space Inventory XML file, as specified in Attachment 01
 - ii. Operating Schedule XML file, as specified in Attachment 02
 - iii. Price Schedule XML file, as specified in Attachment 03
 - iv. Special event pricing and regulation XML file, as specified in Attachment 04
- d. Any Meter spaces programming submitted by the SFMTA by 11:59:59 PM shall be entered into the PBP System by the Contractor by 6:00 AM **three Days later** (i.e. metered spaces submitted by 11:59:59 PM Monday shall be programmed into the system by 6:00 AM Thursday) excluding weekends and Meter Holidays).
- e. Following PBP MS programming, at SFMTA's discretion, the Contractor shall:
 - i. Provide a reconciliation XML file for verification in accordance with the specification in Attachment 07
 - ii. Set the programmed Meter Behaviors to be activated in accordance with the Effective Date

28) Rates Programming Reconciliation

- a. The Contractor shall issue reconciliation XML file in accordance with Attachment 07 “Reconciliation XML specification” via email to SFMTA designated contact point or deposit the file to Contractor’s SFTP site.
- b. SFMTA will use the reconciliation XML to routinely compare the attributes of metered spaces in the SFMTA and the Contractor’s databases for the purpose of verifying programming and correcting any discrepancies that may arise.
- c. The Contractor must adhere to the steps and timing of the events for re-programming and reconciliation of any given set of metered spaces as described in Table II.A.28.c.

Table II.A.28.c

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 metered spaces	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

- d. In the event that a newly-metered space is created directly in the PBP MS, the MMS shall automatically notify SFMTA’s system by emailing an XML file containing the Post ID identifier and any associated standard and User-defined data as described in Attachment 06 – INCOMING Parking Space Inventory XML specification.

29) Rate Changes

- a. The Contractor shall be able to process rate changes data for metered spaces via an XML “Price Schedule” feed (Attachment 03). Prices for metered spaces may vary according to location, time of day, day of week, and/or length of stay.
- b. The Contractor should be able to implement submitted rates changes within 72 hours from submissions. Not less than 99.5% of the scheduled rate change inventory shall be accurately updated.
- c. The Contractor is not responsible for errors in XML rate feed files but shall work in good faith to detect potential errors and notify the SFMTA accordingly. To measure performance under this standard, the Contractor shall maintain transaction logs and shall make such logs available upon request from the SFMTA for comparison with SFMTA XML rate feeds.

B. Additional Core Specifications

1) New User Registration

Within 60 days of the Notice to Proceed, The Contractor shall allow an option for Customers to register by using their Facebook social network login credentials.

2) Parking Session Stop/Start Functionality

Within 60 days of mutual agreement of the start date, the SFMTA should have an option to activate "Parking Session Stop/Start Functionality". This functionality will enable Customers to terminate their Parking Session prior to the original expiration time.

3) Programming without Contractor Assistance

Within 60 days of the Notice to Proceed

- a. The Contractor shall allow the SFMTA staff to conduct rate, time limit, Operational Hours and Special Events programming without assistance from the Contractor.
- b. The Contractor shall allow the SFMTA to perform the reconciliation of various attributes and Meter Behaviors without assistance from the Contractor.

SECTION III: PBP MANAGEMENT SYSTEM

A. PBP MS General

1) General Specifications

- a. Logging to the PBP MS shall take no more than 15 seconds.
- b. The PBP MS shall contain, at a minimum, the following general modules:
 - i. System Administration
 - ii. Revenue Reports
 - iii. Management of User Permissions and Alarms
 - iv. Meter Behavior Programming
- c. The PBP MS shall be server-based and accessed via the web. PBP MS shall not require any custom software to be installed on the end User's machine, other than the SFMTA standard web browser.
- d. The Contractor shall be responsible for delivering any and all updates to its PBP MS to ensure full compatibility with the latest versions of internet browsers.
- e. The PBP MS shall offer a uniform User interface, in which the same colors, fonts, nomenclature, icons and logos are used for all PBP MS modules.

2) MMS Documentation

- a. All standard reports in the PBP MS shall be fully documented and explained in the corresponding PBP MS manual.

- b. All standard PBP MS functionality shall be fully documented and explained in the corresponding PBP MS manual.
- c. All standard PBP MS Meter Behavior programming and inventory editing shall be fully documented and explained in the corresponding PBP MS manual.

3) PBP MS Users and Permission

- a. The PBP MS shall support a minimum of five different User groups, each with its own set of permissions for viewing reports and/or conducting changes to Meter programming.
- b. The PBP MS shall allow SFMTA to manage Users and permissions directly, without having to go through the Contractor in order to add Users or create or modify User permissions.

4) Asset and Inventory Management

- a. The PBP MS shall allow for storing and editing all of the attributes listed in Attachment 01 – Inventory Assets.
- b. The PBP MS shall maintain a comprehensive log and reporting structure to monitor any and all changes done to PBP MS Assets and Inventory.
- c. Should the asset be created or edited directly in PBP MS, the system shall have the ability to generate, publish and email an automated report listing exact attributes changes, time of change and User name of the person completing the edits.

5) PBP MS Reporting Module

The PBP MS Reporting Module shall have at a minimum the following functionalities and reports:

- a. Customer Call Log (Last 3 Months) - Detail Customer's call date and time, duration, caller ID, Account number, location number and "Final Menu prompt."
- b. Customer Outbound Text, SMS, & Email Log (LIVE DATA) - The Customer Outbound Text, SMS, & Email Log report shall provide a detail log of any email, SMS or Text to a specific account.
- c. PBP MS shall allow for revenue reporting based but not limited to the following search parameters:
 - Post ID
 - MS ID
 - Street and Block
 - Combination of Streets and Blocks
 - Street
 - Combination of Streets
 - Collection Route

- Collection Subroute
 - Combination of either collection routes or subroutes
 - Maintenance Routes
 - Combination of Maintenance Routes
 - Enforcement Beats
 - Combination of Enforcement Beats
- d. List of Reports
- i. Parking History by Last 4 Digits of Credit Card # (LIVE DATA) - Provides the parking history based on the last 4 digits of a credit card.
 - ii. Mobile Web User Session Log (LIVE DATA) - Provides a detailed log of a specific account.
 - iii. Parking Sessions By Meter or Paystation # And Date (LIVE DATA) - Provides a list of all active parking sessions within the system.
 - iv. Daily Deposit Report - Provides the total amount deposited each day.
 - v. Individual Transaction Report - Provides the detailed breakdown of each transaction within a date range.
 - vi. Processing and Usage Charges - Provides a summary of usage for a specific date range.
 - vii. Revenue - Provides a summary of payments broken out by any number of assets and attributes available in the inventory (e.g. Post ID, MS ID, collection route/subroute, maintenance route) over specified date range.
 - viii. Rejected and Declined Cards (e.g. credit cards, debit cards) over specified period of time and area (e.g. collection route, maintenance route, enforcement route etc.). This report, in addition to listing all cards that fall in these two categories, shall also identify the overall share of rejected/declined transactions based on card transaction counts and revenue.
 - ix. Transaction Detail Report – Lists the Transaction ID and Transaction Date, Transaction Start Time, Transaction End Time, the Amount Paid, the Payment Type, the Time Purchased. Should the payment be made during prepayment hours, the time purchased shall include only the time starting at the beginning of operating hours for which payment is required.
- e. The PBP MS shall contain detailed revenue reports to the Post ID level.
- f. The PBP MS shall have the flexibility in reporting functions, including User-generated customized reporting. To the extent reports cannot be modified by the User, the Contractor shall develop up to 25 additional, non-standard reports at no extra cost to SFMTA during the term of the Agreement. Timing of the reports' development will be dependent on the complexity of

the request and will be mutually agreed upon between SFMTA and the Contractor.

- g. The PBP MS shall be able to report on various exception cases within any specified time period. Such cases, shall include but not be limited to the following:
 - i. Failed payment attempts (for smart phone, mobile application or IVR)
 - ii. Service outages for smart phone application, mobile application, and IVR
 - iii. Gateway outages
 - iv. Inventory updates failures
 - v. Smart phone application updates failures
- h. The PBP MS shall have the report called “Monthly Service Billing”. This report should reflect accurate SFMTA and Port billing information. SFMTA shall be able to run this report for either single or multiple months.
- i. The PBP MS shall have the monthly summary statistics report that can be run for either single or multiple months. This report should include total number of successful monthly transactions, total revenue (separate for SFMTA and PORT), total Convenience Fee, total Base PBP Service Fee, Average Trans Size, Average # of trans per day, and Average # of trans per week). See example III.A.5.i

Example III.A.5.i

Pay by Phone Performance by Month	Dec-13	Jan-14	Feb-14
SFMTA Transactions	296,940	309,261	313,356
SFMTA Revenue	\$834,285	\$871,850	\$886,598
SFMTA Convenience Fee	\$100,000	\$115,000	\$120,000
SFMTA Base PBP Fee	\$25,000	\$27,000	\$29,000
Average Trans Size	\$2.81	\$2.82	\$2.83
Average Trans per Day	9,898	10,309	11,191
Average Trans per Week	69,286	72,161	78,339

B. PBP MS Additional Requirements

1) Additional General Specifications

Within 180 days of the Notice to Proceed

- a. The date format shall be consistent throughout the entire MMS and shall be customizable by SFMTA.

- b. The PBP MS shall include a search module that allows the User to enter in a parking space identifier (i.e. Post ID) and date or date range to get a list of the currently applied rates (including any Special Event rates) and hours of operation.
- c. The PBP MS shall support a Parking Space Inventory report that describes Meter Behavior for every time slot of each day, as illustrated in Example III.B.1.c.

Example III.B.1.c

	Street and Block	Post ID	Cap Color	Days	From	To	Free	Prepay	Tow	Rate	Time Limit
1	05TH ST 600	205-06620	Grey	Mo,Tu,We,Th,Fr	12:00	8:00	X				
2					8:00	9:00		X			
3					9:00	3:00				\$2.25	15 min
4					3:00	6:00				\$2.00	15 min
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	15 min
9					12:00	3:00				\$2.00	15 min
10					3:00	6:00				\$1.75	15 min
11					6:00	12:00	X				
12				Su	12:00	12:00	X				
13	TOWNSEND ST 300	684-03120	Yellow	Mo,Tu,We,Th,Fr	12:00	6:00	X				
14					6:00	7:00		X			
15					7:00	6:00				\$3.00	30 min
16				6:00	12:00	X					
17				Sa	12:00	6:00	X				
18					6:00	7:00		X			
19					7:00	6:00				\$3.00	30 min
20				6:00	12:00	X					
21				Su	12:00	12:00	X				

- ii. The PBP MS shall include reports that track Meter Behavior changes, and historic parameters shall be archived in a manner that they are searchable, as illustrated in Example III.B.1.d. or in an alternate format subject to SFMTA approval.

Example III.B.1.d

Scenario: The User wishes to find out how the Meter with Post ID 464-03100 was programmed on 6/12/14. He/she shall be able to enter these two parameters and search an archive, and see a report similar to the one below:

Date: 6/12/14

	Street and Block	PostID	Cap Color	Days	From	To	Free	Prepa y	To w	Rate	Time Limit
1	HAYES ST 300	464- 03100	Grey	Mo,Tu,We, Th,Fr	12:00	8:00	X				
2					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				

2) PBP MS Port Account

Within 60 days of the Notice to Proceed

- a. The PBP MS shall accommodate a separate account for Port of San Francisco (Port) metered spaces. SFMTA will manage Port's spaces in similar fashion to SFMTA spaces. At a minimum the following shall occur:
 - i. The Port shall have its own separate access to PBP MS where only SF Port relevant data would be stored
 - ii. The Port shall have its own separate inventory from SFMTA
 - iii. The Port shall be able to change its Meter Behaviors independently from SFMTA
 - iv. The Port shall be able to invoice for SF Port services separately from SFMTA
 - v. The Contractor shall accommodate separate data feeds to SFMTA and Collection and Counting contractor (attachments 05 and 09) and meter vendors
- b. The SFMTA shall not have access to the Port's financial and inventory records and vice versa.
- c. PBP MS functionality for the Port account shall be the equivalent of that for the SFMTA.

SECTION IV: INTEGRATION

A. Initial Integration Requirements

1) Enforcement Integration

- a. The Contractor must integrate the PBP system at no costs to SFMTA with the Agency's backend citation processing vendor's solution.
- b. All completed PBP parking sessions data must be communicated to the Enforcement backend solution simultaneously with the transaction confirmation received by the Customer (e.g. if the customer received a

confirmation at 10:32:30 am for a transaction at a particular meter, when a PCO uses the handheld device to verify PBP payment at 10:32:30 am, the payment should register on his device).

- c. In the scenario where an Enforcement handheld needs to verify PBP transaction status by connecting to the Contractor's backend, the Contractor must guarantee that the PBP backend system will communicate with enforcement handhelds using 3G modems or above within five (5) seconds of actual PBP transaction completion with 99% accuracy over a period of seven Days, and no dropped transmissions. The SFMTA will waive this requirement if the failure is proven to be due to network interruptions or handheld equipment failure outside of the Contractor's control.
- d. The Contractor shall assist the SFMTA and its designated vendor with selection and testing of new enforcement handheld devices to be purchased by the SFMTA.

2) Meter Vendor Integration

- a. The Contractor's system must be able to integrate with single-space meters and multi-space paystations used in San Francisco regarding PBP visual indication. The current vendors are:
 - i. IPS provides single-space meters
Alex Schwarz (alex.schwarz@ipsgroupinc.com)
858.568.7593 or 858.404.0607 x113
 - ii. MacKay provides multi-space paystations
Greg Chauvin (greg.chauvin@mackaymeters.com)
888.462.2529 x841
- b. Specifications for Meter vendor APIs can be found in Attachment 15 (IPS) and 16 (MacKay).
- c. At the minimum, the Contractor shall submit the following data to each Meter vendor:
 - i. Transaction PS ID
 - ii. Transaction POST ID
 - iii. Transaction MS ID
 - iv. Transaction Space #
 - v. Transaction Date and time stamp
 - vi. Amount of minutes purchased
 - vii. Transaction amount
- d. The SFMTA may request that the Contractor enhance the integration end point with any existing Meter vendor to include any additional attributes associated with PBP transactions and stored in the PBP System. Any such

enhancements up to 120 development hours shall be done at no cost to the SFMTA. The SFMTA will reimburse the Contractor for enhancement development costs above the 120 hours. Such requests shall be accommodated within 180 days from written notice detailing the enhancement, unless extension is provided by SFMTA.

- e. The SFMTA may request that the Contractor create new integration end points with up to two new Meter vendors. This shall be at no cost to the SFMTA. The SFMTA will reimburse the Contractor for costs for any additional new vendor end points. Such requests shall be accommodated within 180 days from written notice detailing the enhancement, unless extension is provided by SFMTA.
- f. The Contractor shall monitor all of its end-points performance in real time; and report to SFMTA and meter/enforcement vendor when system is down. The Contractor shall report any failures within 10 minutes of discovery.

3) SFMTA Systems Integration

- a. Real Time XML – The Contractor shall transmit, at a minimum, 99.5% of all PBP transaction data to SFMTA’s backend systems in accordance with Attachment 05 – INCOMING Transaction Data XML specifications within 30 seconds of transaction occurrence.
- b. Batched XML – The Contractor shall transmit 100% of PBP transactions data in single XML batch file to SFMTA and Collection and Counting contractor backend systems in accordance with Attachment 14 – XML Batch Feed specifications within 48 hours of transactions occurrence.
- c. 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 when a Customer adds time to a parking session already in progress (i.e. the Meter is already paid when the Customer conducts his/her transaction).
- d. The Contractor’s system shall differentiate between payment time and parking session start time for Pre-Pay and Add-Time transactions.
- e. The Contractor shall provide an XML feed of weekly PBP revenue reconciliation per payment type for the purpose of comparing the data entered directly in the Contractor’s system with the data contained in the SFMTA’s designated backend system(s) so that corrections and updates can be applied as appropriate. See Attachment 13 for detailed specifications.

4) Collection and Counting Vendor Integration

- a. Batched CSV – The Contractor shall transmit 100% of PBP transaction data in single CSV batch file to SFMTA’s meter Collection and Counting vendor in accordance with Attachment 09 – SFPM CSV Feed specifications within 48 hours of transactions occurrence.

- b. Batched CSV file shall be deposited daily and cover previous Day transactions.
- c. Batched XML file (Attachment 14) shall be deposited daily and cover previous Day transactions.

B. Additional Integration Requirements

Within 60 days of the Notice to Proceed:

- 1) The Contractor shall implement a monitoring and alert system (“watchdog software”) to monitor all data transmissions to and from the SFMTA, including but not limited to:
 - a. Receipt of OUTGOING XML files deposited in Contractor’s SFTP site
 - b. Receipt of INCOMING XML files deposited in Contractor’s SFTP site
 - c. Interruptions in Real Time XML feed (Attachment 05), including complete failure to transmit, partial transmission results from equipment problems and failure to transmit certain transaction types
 - d. Failures in scheduled transmissions of any INCOMING XML and/or CSV files to SFMTA or third-party vendors.
 - e. All other data transmissions not currently anticipated in accordance with the schedule agreed to by the SFMTA and the Contractor.
- 2) The Contractor shall, at SFMTA’s request, send alerts directly to SFMTA staff via email, text message, or other agreed-upon communication method.

APPENDIX B

LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS PBP SERVICE, MANAGEMENT SYSTEM AND INTEGRATION

I. DEFINITIONS:

In addition to the definitions in the Agreement and the Scope of Services, the following definitions shall pertain to the terms used within this document:

"Failure" or "Fail" 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.

GENERAL EXCLUSIONS:

Liquidated damages and credit assessments shall not be imposed for the following Failures or to the extent the following are solely responsible for the Failures:

1. Unavoidable Delay.
2. Failures that are self-corrected by the PBP Service within agreed performance specifications (e.g., clock re-syncs).
3. Failures in PBP Service that occur during mutually agreed testing period of the new PBP Service software version.
4. Failures that are solely caused by the negligent actions or inactions of SFMTA or its contractors or subcontractors.
5. Failure by third-party providers of payment gateways, payment card processors and merchant acquirers to provide service.

II. LIQUIDATED DAMAGES:

As set forth in Section 19 of the Agreement, the Contractor acknowledges that in the event the Services, as provided in Section 4 of the Agreement are not in compliance with the performance standards set forth in Appendix A (Scope of Services), the City will suffer actual damages, and there will be a loss of benefit to 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

credit assessments 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. Should an assessment take place, the SFMTA will send written notification to the Contractor for its information. Assessments within a given month shall not exceed 35 percent of the monthly PBP Service Fees paid to the Contractor. Excess liquidated damages (over the monthly cap) will be carried over to the following month.

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

Where, under the provisions below, SFMTA is required to issue a written warning to Contractor prior to assessment of liquidated damages, Contractor's obligation to repair, replace, correct, adjust, or modify a Failure 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 to Contractor 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.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
1	II.A and II.B	<p>A Failure of the PBP Service that results in incorrect application of</p> <ul style="list-style-type: none"> - rates - time limits - operational hours <p>during regular inventory updates or during operation of demand responsive rate schedules.</p>	<p>5% of spaces being updated in one update batch fail to represent the correct settings. (e.g. 60 spaces failed out of scheduled 1200 spaces update). Each such deficient update batch shall constitute one incident.</p>	<p>No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages based on the nature of Failure as follows:</p> <ul style="list-style-type: none"> A. Should the Customers be over charged, the Contractor may be assessed liquidated damages of \$800 per incident. In addition, the Contractor shall reimburse the Customers with the difference between the rate charged and the correct rate. B. Should the Customers be under charged, the Contractor may be assessed liquidated damages of \$800 per incident. In addition, the Contractor shall pay to the SFMTA the difference between the rate charged and the correct rate.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
2	II.A and II.B	A Failure of the PBP Service that results in incorrect rate application during Special Events.	2.5% of spaces being updated in one update batch fail to represent the correct settings. (e.g. 30 spaces failed out of scheduled 1,200 spaces update). Each such deficient shall constitute one incident.	<p>No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages based on the nature of Failure as follows:</p> <ul style="list-style-type: none"> A. Should the Customers be over charged, the Contractor may be assessed liquidated damages of \$800 per incident. In addition, the Contractor shall reimburse the Customers with the difference between the rate charged and the correct rate. B. Should the Customers be under charged, the Contractor may be assessed liquidated damages of \$800 per incident. In addition, the Contractor shall pay to the SFMTA the difference between the rate charged and the correct rate.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
3	II.A and II.B	PBP Service is not available in accordance with the performance standards specified in Appendix A Section II (e.g. IVR system not available, smart phone application not working, mobile web is not available for payment, credit card processing is not working).	PBP Service is not available for a continuous period of 15 minutes or more during Operating Hours. Each such instance shall constitute an incident.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages of \$800 per Day.
4	I.A.3	Contractor Fails to provide General Customer Support.	Phone line is not available for more than 15 consecutive minutes between 8 am and 5 pm PST/PDT, Monday through Friday except for official SFMTA holidays. Customer support staff Fails to return a phone call or email within 24 hours of receipt.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. If the Failure occurs again, the Contractor may be assessed liquidated damages of \$100.
5	I.B.3	Contractor Fails to deliver Weekly or Monthly Reconciliation Reports.	Contractor fails to deliver any single Weekly or Monthly Reconciliation file. Each Failure to deliver a single report shall constitute a separate incident.	The SFMTA will issue a written warning to the 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 \$100 per incident until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
6	II.A.1	PBP System Fails to provide payments histories for the previous 24 months.	PBP System fails to provide such functionality for any one Customer account.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within seven Days. 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.
7	II.A.2	PBP System Fails to comply with minimum parking time purchase requirements instituted by SFMTA.	PBP System fails to provide such functionality for more than 0.1% of transactions for which it is required.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 48 hours. 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.
8	II.A.3	PBP System Fails to provide parking payment confirmation to the Customer and SFMTA.	PBP System fails to provide such functionality for any transaction for which it is required.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 48 hours. 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.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
9	II.A.4.a.	PBP System Fails to charge the customer and provide a successful extension of the parking session upon the customer's request.	PBP System fails to provide such functionality for any transaction for which it is required.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 48 hours. 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.
10	II.A.5	PBP System Fails to comply with "Meter Feeding and/or Time Limit" requirements.	PBP System fails to provide such functionality for any transaction for which it is required..	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 48 hours. 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.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
11	II.A.9	Contractor Fails to comply with “Erroneous Citation Issuance” requirements.	<p>Contractor fails to meet these requirements at any time during the term of the Agreement by failing to either:</p> <ul style="list-style-type: none"> A. Notify SFMTA within 15 minutes of discovering a system Failure that could lead to the issuance of erroneous citations; or B. Compare the list of citations with payment records for the same metered spaces affected by the System Failure. 	<p>The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within seven Days. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$800 per Day until the Failure is cured.</p>
12	II.A.15	PBP System Fails to comply with “New User Registration” requirements.	PBP System fails to comply with these requirements for any new user..	<p>The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within seven Days. 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.</p>

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
13	II.A.16	PBP System Fails to provide notification of any “Convenience Fee” imposed by SFMTA.	PBP System fails to provide such notice to any Customer.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.
14	II.A.17	PBP System Fails to comply with “Customer Payment Processing” requirements.	PBP System Fails to provide such functionality for 99% of transactions during any 7-Day period. Each such period during which this standard is not met shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
15	II.A.21	PBP System Fails to comply with “IVR System” requirements.	PBP System fails to provide IVR System functionality for 99% of Customer inquiries or transactions in any given Day.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
16a	II.A.22, a, b, and e	Contractor Fails to comply with Smart Phone Application requirements, a, b, and e.	Contractor fails to provide any functionality listed in Appendix A section II.A.22 points a, b, and e for more than 0.5% of PBP Service Customers on any given Day. (E.g. if there were 10,000 PBP Service users on Oct 20, 2014, this LD would be triggered if the Mobile Web application failed to launch in 10 seconds for 51 Customers).	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.
16b	II.A.22(c)	Contractor Fails to launch Smart Phone Application within 10 seconds of initiation by the customer, regardless of the user platform	Contractor fails to provide the functionality listed in Appendix A section II.A.22.c for more than 0.5% of PBP Service Customers on any given Day.	The SFMTA will verify the Failure by repeatedly testing the ability to launch the device in-house using latest-model devices and a broadband internet connection. If Failure is verified, the SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
16c	II.A.22(d)	Contractor fails to maintain the number and sequence of screens for the SFMTA-branded Smart Phone Application.	Contractor fails to maintain the number and sequence of screens for the SFMTA-branded Smart Phone Application without written approval of the SFMTA for any one given Day	the SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.
17a	II.A.23 a, b, c	Contractor Fails to comply with “Mobile Web Application” requirements a, b, or c	Contractor fails to provide any functionality listed in Appendix A section II.A.23 points a, b, or c for more than 0.5% of PBP Service Customers on any given Day.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.
17b	II.A.23(d)	Contractor Fails to launch Mobile Web Application within 5 seconds of initiation by the customer, regardless of the Customer platform.	Contractor fails to provide the functionality listed in Appendix A section II.A.23.e for more than 0.5% of PBP Service Customers on any given Day.	SFMTA will verify the Failure by repeatedly testing the ability to launch the application in-house, using latest-model devices and a broadband internet connection. If Failure is verified, SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, Contractor may be assessed liquidated damages of \$100 per Day until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
17c	II.A.23(e)	Contractor fails to maintain the number and sequence of screens for the SFMTA-branded Mobile Web Application.	Screen sequence, or total number of screens, is adjusted by the Contractor without written approval of the SFMTA.	the SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. 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.
18	II.A.26	Contractor Fails to comply with “PBP Service Programming Parameters and Rules” requirements.	Failure of the Contractor to provide any of the functionalities described in Appendix A section II.A.26 points a through m for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
19	II.A.27	Contractor Fails to comply with “Meter Behavior Programming” requirements.	Failure of the Contractor to provide any of the functionalities described in Appendix A section II.A.27 points a through d for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
20	II.A.28	Contractor Fails to comply with “Rates Programming Reconciliation” requirements.	Failure of the Contractor to provide any of the functionalities described in Appendix A section II.A.28 points a, c and d for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
21	II.A.29	Contractor Fails to comply with “Rate Changes” requirements.	Failure of the Contractor to provide any of the functionalities described in Appendix A section II.A.29 points a thru c for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
22	II.B.3	The PBP System Fails to comply with “Programming without Contractor Assistance” requirements.	The PBP System does not allow for programming without contractor assistance for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within seven Days. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
23	III.A.4.c	The PBP System Fails to provide the report listing asset changes.	PBP MS fails to accurately report on asset changes for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
24	III.A.5	The PBP MS fails to meet the requirements of the Reporting Module specifications.	Failure of the Contractor to provide any of the functionalities described in Appendix A section III.A.5 points a thru h for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
25	IV.A.1	PBP System fails to meet SFMTA enforcement integration requirements.	Failure of the Contractor to provide any of the functionalities described in Appendix A section IV.A.1 points b and c for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
26	IV.A.2	PBP System fails to provide integration with SFMTA meter vendors.	Failure of Contractor to provide any of the functionalities described in Appendix A section IV.A.2 points a thru f for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
27	IV.A.3	PBP System fails to provide integration with SFMTA back-end systems.	Failure of the Contractor to provide any of the functionalities described in Appendix A section IV.A.3 points a thru e for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.
28	IV.A.4	PBP System fails to provide integration with SFMTA collection and counting vendor.	Failure of the Contractor to provide any of the functionalities described in Appendix A section IV.A.4 points a thru c for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.

Item #	SOS Section	Description of Failure	Threshold for LD Assessment	Potential Assessment
29	IV.B.1.a	Contractor Fails to provide "Monitoring Software"	Monitoring Software Fails to provide required alerts and monitoring services for more than two consecutive Days. Each such two-day period shall constitute a separate incident.	The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor shall cure the Failure within 72 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed liquidated damages of \$100 per incident until the Failure is cured.

III. CREDIT ASSESSMENTS:

Contractor agrees that in certain instances of Failure of performance of the PBP System, 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. Should an assessment take place, the SFMTA will send written notification to the Contractor for its information. Assessments within a given month shall not exceed 35 percent of the Monthly Base PBP Service Fees paid to Contractor. Excess credit assessments (over the monthly cap) will be carried over to the following month.

1. The SFMTA will monitor the Performance Standards listed below 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 measures.
2. If there is a Failure in the performance of the PBP System as provided below, the SFMTA will notify the Contractor in writing, with supporting performance data.
3. Contractor shall review the potential performance deviation data and respond within three Days with acknowledgement of a potential Failure (or lack thereof) and potential causes. Failure to respond to the notice in a timely manner may result in liquidated damages to the SFMTA of \$800 per Day.
4. Contractor shall cure the Failure within seven Days of the Failure unless SFMTA agrees to extend the time to cure.
5. A list of Failures of Performance Standards in this category follows below:

Item #	SOS Section	Description of Failure	Threshold for Credit Assessment	Potential Assessment
1	II.A.19.a.	<p>PBP System Fails to reject invalid credit card.</p> <p>This Failure does not apply to batched or aggregated transactions.</p>	<p>PBP System fails to provide such functionality for any payment transaction for any space in the System.</p>	<p>The SFMTA will issue a written warning to the Contractor prior to imposition of a credit assessment. The Contractor shall review the potential performance deviation data and respond within three Days with acknowledgement of a potential Failure (or lack thereof) and potential causes. The Contractor then will have two additional Days to cure the Failure. If the Failure is not cured within the allotted time frame, the Contractor may be assessed credit assessments in the amount of revenue lost to SFMTA due to invalid credit card acceptance, plus any administrative costs incurred by SFMTA in conducting additional reconciliation efforts starting as of the first Day of the Failure.</p>

Appendix C – Summary of Charges

Total Expenditures

Line #	Category	Subtotal	Sales Tax (8.75%)	Total
1	PBP Costs Year 1	\$ 145,824	\$ -	\$ 145,824
2	PBP Costs Year 2	\$ 204,154	\$ -	\$ 204,154
3	PBP Costs Year 3	\$ 265,400	\$ -	\$ 265,400
4	PBP Costs Year 4	\$ 318,480	\$ -	\$ 318,480
5	PBP Costs Year 5	\$ 382,176	\$ -	\$ 382,176
6	PBP Costs Year 6	\$ 420,393	\$ -	\$ 420,393
7	PBP Costs Year 7	\$ 462,432	\$ -	\$ 462,432
8	PBP Costs Year 8	\$ 508,676	\$ -	\$ 508,676
9	PBP Costs Year 9	\$ 559,543	\$ -	\$ 559,543
10	Marketing	\$ 180,000	\$ -	\$ 180,000
11	Support and Development	\$ 450,000	\$ -	\$ 450,000
12	PBP Signage	\$ 750,000	\$ 65,625	\$ 815,625
13	Total Not To Exceed (NTE)	\$ 4,647,077	\$ 65,625	\$ 4,712,702

Expenditures Per Year

Category	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Total
# Transactions	3,645,600	5,103,840	6,634,992	7,961,990	9,554,388	10,509,827	11,560,810	12,716,891	13,988,580	81,676,920
Trans Fees	\$ 145,824	\$ 204,154	\$ 265,400	\$ 318,480	\$ 382,176	\$ 420,393	\$ 462,432	\$ 508,676	\$ 559,543	3,267,077
Marketing	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	180,000
Support and Development	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	450,000
Meter Signage	\$ 163,125	\$ -	\$ 163,125	\$ -	\$ 163,125	\$ -	\$ 163,125	\$ -	\$ 163,125	815,625
Total	\$ 378,949	\$ 274,154	\$ 498,525	\$ 388,480	\$ 615,301	\$ 490,393	\$ 695,557	\$ 578,676	\$ 792,668	\$ 4,712,702