

**AGREEMENT BETWEEN
THE CITY OF SAN JOSE
AND
TURBO DATA SYSTEMS, INC.
FOR PARKING CITATION MANAGEMENT AND PERMIT MANAGEMENT
SYSTEMS (INCLUDING SUBSYSTEMS) AND PROCESSING SERVICES**

This Agreement is entered into as the City’s execution date (“Effective Date”) between the City of San José, a municipal corporation (“City”), and Turbo Data Systems, Inc., a California corporation, (hereinafter “Contractor”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS, City has issued a Request for Proposal ("RFP") to acquire Parking Citation Management and Permit Management Systems (Including Subsystems) and Processing Services (the “Solution” or the “Software”) and professional services, including design, installation, configuration, implementation, training, hosting, and ongoing maintenance and support (collectively the “Services”).

WHEREAS, Contractor has the necessary expertise and skills to provide such Solution and perform such Services, and Contractor's proposal demonstrates Contractor’s ability to meet the City's needs; and

WHEREAS, Contractor has a good understanding of City’s requirements through Contractor’s examination of the Request for Proposal documents and the exchange of information; and

WHEREAS, based on this in-depth understanding and combining it with Contractor’s knowledge and expertise with public organizations, Contractor warrants that the proposed Solution and Services will meet the City’s specifications and requirements as described in the Scope of Services; and

WHEREAS, the recitals are true and correct and are incorporated into this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- EXHIBIT A-1 - Scope of Services
 - A-1.1 - Scope of Services and Requirements - Parking Citation Processing Management System and Processing Services
 - A-1.2 - Handheld Citation Issuance System (HCIS) Requirements
 - A-1.3 - List of Required Reports - Parking Citation Processing Management System and Processing Services
 - A-1.4 - Scope of Services and Requirements - Automated License Plate Recognition System
 - A-1.5 - Scope of Services and Requirements - Online Portal for Citations and Permits
 - A-1.6 - Scope of Services and Requirements - Permit Management System and Processing Services
 - A-1.7 - Scope of Services and Requirements - Geographic Information System (GIS) - Mapping and Integration

A-2	-	Preliminary Project Implementation Schedule
A-3	-	Final Solution Acceptance Certificate
EXHIBIT B	-	Compensation
EXHIBIT C	-	Insurance Requirements
EXHIBIT D	-	Change Order Form
EXHIBIT E	-	Notice of Option to Extend Agreement
EXHIBIT F-1	-	Classification and Wage Determination
F-2	-	Labor Compliance Workforce Statement
F-3	-	Labor Compliance Fringe Benefit Statement
F-4	-	Labor Compliance Addendum
EXHIBIT G	-	Information Technology and Security Requirements
G-1	-	Privacy and Disclosure Policy
G-2	-	Payment Card Industry (PCI) Requirements

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. The provisions in the Exhibits shall prevail over conflicting terms in any Attachments to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations, and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from July 1, 2021 to June 30, 2022 (“Initial Term”), inclusive, subject to the provisions of Section 14 TERMINATION and subsection 2.2 “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for nine (9) additional one-year terms (“Option Periods”) through June 30, 2031 for citation issuance and processing; permit issuance, processing, and fulfillment; automatic license plate recognition (ALPR), a geographic information system (GIS); an online portal; and maintenance and staffing of the Office of Parking Violations (OPV). City shall provide Contractor written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

2.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Exhibit A-2 and the ability of the Parties to provide and use the products and/or services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force

majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor shall implement the Solution and perform the Services as set forth in the Scope of Services (the “Scope of Services” or “Scope”) which is attached hereto as Exhibits A-1 through A-3 and incorporated as though fully set forth herein.

3.2 Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor’s ability to meet the requirements of the Agreement or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

3.3 Information Technology and Security Requirements

Contractor agrees to perform the work set forth in this Agreement in accordance with the City’s Information Technology and Security Requirements, which are attached hereto as Exhibit G and incorporated herein.

3.3.1 Privacy and Disclosure Policy

Contractor agrees in the performance of the Services provided herein to comply with the City’s Privacy and Disclosure Policy (the “Policy”) as set forth in Exhibit G-1 which is attached hereto and incorporated herein. Contractor shall ensure that all webpages that it creates are consistent with this Policy. Contractor further agrees that it shall treat all information received through this Agreement in strict accordance with the Policy.

3.3.2 Payment Card Industry (PCI) Requirements

Contractor represents and warrants that any system used by the Contractor and the software applications it provides for the purpose of performing services related to storing, processing, or transmitting payment cardholder data for the work performed in this Agreement shall be secured and certified to meet the Payment Card Industry Data Security Standard (“PCI-DSS”) and the Payment Application Data Security Standard (“PA-DSS”) established by the Payment Card Industry Security Standards Council pursuant to Exhibit G-2 which is attached hereto and incorporated herein.

3.4 Labor Compliance

This Agreement is subject to the City’s Prevailing/Living Wage Policy and the applicable implementing regulations. Contractor shall comply with the provisions of the attached Labor Compliance documentation in Exhibit F-4 which sets forth Contractor’s obligations with regard to this Policy.

4 WAGE THEFT

4.1 **Definition:** For purposes of this provision, “Wage Theft” means a final judgement, order, or other determination of a federal or state court, or of a federal, state, or local administrative agency that a contractor or subcontractor failed to pay its workers in accordance with any

applicable federal, state, or local wage and hour laws, regulations, or other requirements. A judgement, order, or other determination is "final" if the contractor or subcontractor has exhausted all appeals, and the time period to appeal has expired.

- 4.2 **Compliance with Wage and Hour Laws:** The Contractor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by City Council Policy 0-44 <https://www.sanjoseca.gov/home/showdocument?id=12945>. The Contractor must include this requirement in each of its subcontracts.
- 4.3 **Representations in Wage Theft Disclosure Certification Forms:** The City awarded this Agreement to the Contractor, in part, based on the representations made by the Contractor and its listed subcontractors in the Proposal Certification or Wage Theft Disclosure Certification Form that they completed as part of the of procurement process.
 - 4.3.1 **Contractor Warranty:** By executing this Agreement, the Contractor affirms the accuracy of the representation it made in its Proposal Certification or Wage Theft Disclosure Certification Form. It is a material breach of this Agreement if the City determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
 - 4.3.2 **Listed Subcontractors:** The Contractor must include in the subcontract of all subcontractors that it listed during the procurement, a provision that does the following:
 - 4.3.2.1 Requires the subcontractor to warrant the accuracy of the Proposal Certification or Wage Theft Disclosure Certification Form that it submitted during the procurement of this Agreement, and
 - 4.3.2.2 Allows the Contractor to terminate the subcontract if the City or the Contractor determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
 - 4.3.3 **Termination of Subcontractor:** The Contractor must terminate a listed subcontractor if requested by the City based on the subcontractor's submittal of a materially inaccurate Proposal Certification or Wage Theft Disclosure Certification form.
- 4.4 **Subcontractors Not Listed:** Before contracting with a subcontractor not listed during the procurement process, the Contractor will require the subcontractor to complete a Wage Theft Disclosure Certification Form provided by the City's Office of Equality Assurance through their website at <https://www.sanjoseca.gov/home/showdocument?id=64354>. The Contractor must provide the completed certification form to the City within ten (10) calendar days of executing the subcontract.
 - 4.4.1 The Contractor cannot use any subcontractor that has one or more Wage Theft violations, or has one (1) outstanding, unpaid Wage Theft violation, within five (5) years before the date it certified the Wage Theft Disclosure Certification Form.
 - 4.4.2 The Contractor must include a provision in each subcontract allowing the Contractor to terminate the subcontract based on the subcontractor's submission of a materially inaccurate Wage Theft Disclosure Certification Form. The Contractor must terminate a subcontractor if requested by the City based on the subcontractor's submittal of a materially inaccurate Wage Theft Disclosure Certification Form.

- 4.5 **Occurrence or Discovery of Wage Theft:** The Contractor must notify, in writing, the City's Office of Equality Assurance no more than fifteen (15) calendar days after either of the following events: (1) any Wage Theft that occurs during the term of the Agreement involving the Contractor or a subcontractor, and (2) the Contractor becomes aware of Wage Theft by the Contractor or a subcontractor that should have been previously disclosed but was not.
- 4.5.1 **Satisfaction by Contractor:** The Contractor must promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it. The Contractor must provide the City's Office of Equality Assurance with documentary evidence that it satisfied and complied with the Wage Theft judgement, order, or other determination within five (5) calendar days of doing so.
- 4.5.2 **Satisfaction by Subcontractor:** The Contractor must include appropriate provisions in each subcontract requiring the subcontractor to do the following: (a) promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it and (b) provide the Contractor and the City's Office of Equality Assurance with documentary evidence that it satisfied and complied with the Wage Theft judgement, order or other determination within five (5) calendar days of doing so.
- 4.5.3 **City's Right to Withhold Payment:** The City has the right to withhold any moneys owing the Contractor in the amount of the Wage Theft against the Contractor or a subcontractor.
- 4.6 **Material Breach:** Failure to comply with any part of this Section 4 constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- 4.7 **Notice:** Notice provided to the Office of Equality Assurance as required under this Section 4 shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San José, CA 95113. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

5 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Contractor shall perform the Services according to the terms and provisions of the preliminary schedule set out in the attached Exhibit A-2, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

6 DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein. Contractor represents that it now has or can readily procure, without assistance of City, all facilities, machinery, and equipment necessary for the performance of this Agreement.

7 STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

- 7.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Agreement.

7.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform the Services and that the Services shall be performed in a professional and workmanlike manner.

7.3 Duty of Confidentiality

All data, documents, discussions, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

7.4 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to, a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its sole discretion, on the basis of a significant infraction found in the background investigation.

7.5 Contractor's Obligations to Employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend, and hold City harmless from and against all such taxes, contributions, and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

7.6 Contractor-Initiated Staffing Changes

The qualifications of the Contractor's staffing for this Agreement are material considerations to the City's selection and decision to enter into this Agreement. For this reason, the City Project Manager's approval is required for the Contractor to remove, replace, or add to any of Contractor's staffing identified in Section 12 of Exhibit A-1.

7.7 City-Initiated Staffing Changes

The City reserves the right to request replacement of an employee or a proposed employee for reasonable cause, including, but not limited to, willful misconduct, inadequate performance or lack of skill, knowledge, or training. Contractor's replacement staff must be qualified to perform the Scope of Services and available to the City within five (5) working days of receipt of such request from City. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If the City requests replacement of an employee and the Contractor has not replaced the

employee within the thirty (30) day time period, City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

8 CHANGE ORDER PROCEDURE AND AUTHORIZATION

8.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) deleting products or Services, (ii) adding products or Services, (iii) changing or modifying products or Services, or (iv) making other changes that materially alter the Scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules, shall be made by the Director of Finance in accordance with the procedures set forth below.

8.2 Contract Change Requests

Either Party hereto may, from time to time, and at any time during the term hereof, request a change, as defined in Section 8.1. Requests for changes shall be in writing and shall be addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, Services, deliverables, or schedules to be changed.

8.3 Procedures

As soon as practical after receipt by the notified Party of copies of the request, the Parties shall meet as necessary to discuss the change and to ascertain its cost and schedule impacts, if any.

8.4 Change Orders

If the Parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared under the direction of the Director of Finance (or designee) in a form substantially similar to the form attached hereto as Exhibit D, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change, and include the payment terms for any price increase. Only the City's Director of Finance and Contractor's Authorized Representative shall have authority to execute COs to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

9 COMPENSATION

9.1 Contract Maximum

The total contract price in U.S. dollars shall not exceed **One Million Three Hundred Eighty-Five Thousand Seven Hundred Thirty Dollars (\$1,385,730)** during the Initial Term ("Maximum Compensation"). The terms, rates, and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation." Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

9.2 Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or

service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section 9.2. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed or product delivered in accordance with this Agreement up to the date of termination.

10 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of Contractor's business.

11 FINAL SOLUTION ACCEPTANCE

Upon final delivery of the Solution, City and Contractor shall conduct acceptance tests. The criteria for the acceptance tests shall be mutually agreed upon by the Parties and in accordance with the Scope of Services (Exhibit A-1, inclusive of all A-1 sub exhibits). Final Solution Acceptance will occur upon successful completion of the acceptance tests. When Final Solution Acceptance occurs, the Parties will memorialize this event by promptly executing a Final Solution Acceptance Certificate (Exhibit A-3).

If, in the discretion of City, the Solution does not meet the requirements of the acceptance test specifications, City may (1) permit Contractor to repair or replace the Solution so that the same meets the acceptance test specifications in all material respects, all at no additional expense to City or (2) return the Solution to Contractor, at Contractor's expense and without liability to City, and any amounts paid by City for the Solution shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the acceptance tests and the date of Final Solution Acceptance.

Payment for any part or parts of the Solution or Services provided hereunder, or inspection or testing thereof, by City shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the Solution when delivered and reject upon notification to Contractor any and all of the Solution which does not conform to the specifications or other requirements of this Agreement. Components of the Solution which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the Solution conforms to the warranties, specifications, and other requirements of this Agreement. If City receives components of the Solution with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

12 CONTRACTOR REPRESENTATIONS AND WARRANTIES

12.1 Contractor Responsibility

Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

- 12.1.1 Has read and agrees with the specifications contained in the Scope of Services (Exhibit A-1, inclusive of all A-1 sub exhibits);
- 12.1.2 Fully understands the facilities, difficulties, and restrictions attending performance of the Services; and
- 12.1.3 Agrees to inform the City of any unforeseen conditions which will materially affect performance of the work within 45 days of the execution of this Agreement and shall not proceed until written instructions are received from City.

12.2 Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the Solution without disturbance.

12.3 Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

12.4 Warranty for Services and Software Customizations

Contractor warrants to City that Contractor shall render all Services and software customizations provided under this Agreement with reasonable care and skill. Contractor further warrants that the software customizations will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services and software customizations for a period of one (1) year after Final Solution Acceptance (“Warranty Period”). During the Warranty Period, City will notify Contractor if any Services or software customizations do not conform to City’s specifications as contained in the Scope of Services (Exhibit A-1, inclusive of all A-1 sub exhibits). Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at no additional cost to the City) repair the defective Services or software customizations. The Warranty Period is reset for any repaired, replaced, or reperformed item(s), beginning upon City acceptance of the repaired, replaced, reperformed item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

12.5 New Media

Media upon which any software customizations are delivered to City by Contractor:

- 12.5.1 Shall be new and free from defects in manufacture and materials;
- 12.5.2 Shall be manufactured in a good and workmanlike manner using a skilled staff fully qualified to perform their respective duties;
- 12.5.3 Shall, during the Warranty Period, function properly under ordinary use and operate in conformance with the specifications; and
- 12.5.4 In the event that media on which any Software Application, Customer Software, or Third Party Application Software is delivered is defective and cannot be read or utilized for its intended purpose by Contractor supplied or approved equipment, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

13 WARRANTY AGAINST INFRINGEMENT

Contractor agrees to defend and indemnify City of all direct losses, costs, and damages resulting from a determination that the Services, Software, or software customizations supplied to City infringe any third party patent rights, copyrights, or trademarks provided that City (1) promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding threat; (2) allows Contractor sole control of the defense and/or settlement thereof; and (3) provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without Contractor's express consent. In the event that City is enjoined from use of the Services, Software, or software customizations due to a proceeding based upon infringement of patent, copyright or trademark, Contractor shall, at its option, either:

- 13.1 Modify the infringing item(s) at Contractor's expense, so it becomes non-infringing; or
- 13.2 Replace the infringing item(s) with equal non-infringing item(s), at Contractor's expense; or
- 13.3 Procure, at Contractor's expense, the necessary licenses for the City to continue using the item(s); or
- 13.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

14 TERMINATION

14.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

14.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

14.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

14.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

15 INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents against any claim, loss, damages, expenses, or liability that - directly or indirectly or in whole or in part - arise out of, pertain to, or result in any way from work performed under this Agreement due to the willful, reckless, or negligent acts (active or passive) or omissions by Contractor's officers, employees, agents, or subcontractors. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

16 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All certificates and/or endorsements

shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said certificates and/or endorsements before work commences under this Agreement.

17 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

18 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

19 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

20 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

21 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

22 GIFTS

22.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

22.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

22.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 14 TERMINATION of this Agreement.

23 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

24 CONFIDENTIAL AND PROPRIETARY INFORMATION

24.1 Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the Solution exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

24.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

24.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

24.4 Security

Contractor shall maintain effective controls and security to protect the Data, including conducting daily and incremental backups to a redundant data storage location, providing redundant power, internet, site redundancy, and emergency recovery procedures.

24.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

24.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

25 CONTRACTOR'S BOOKS AND RECORDS

25.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

25.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

25.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

25.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

26 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section 26, will be voidable at City's sole option.

27 SUBCONTRACTORS

27.1 Authorized Subcontractors

Notwithstanding Section 26 ASSIGNABILITY, Contractor may use designated subcontractors approved in advance by City in performing Contractor's Services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

27.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

28 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

29 JURISDICTION AND VENUE

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

30 NOTICES

30.1 Manner of Giving Notice: All notices and other communications required by this Agreement must be in writing and must be made via e-mail, personal service, trackable delivery service, or United States mail, postage prepaid.

30.2 When Effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is delivered by a trackable delivery service is effective when signed for. A notice or other communication that is mailed is effective three (3) business days after deposit in the United States mail.

30.3 To Whom Given: All notices and other communications between the Parties required or permitted to be given under this Agreement must be given to the individuals identified below:

To the City: City of San José
Attention: Director of Finance
200 East Santa Clara St., 13th Floor
San José, CA 95113
purchasing@sanjoseca.gov

To the Contractor: Turbo Data Systems, Inc.
Attention: Roberta J. Rosen
18302 Irvine Blvd., Suite #200
Tustin, CA 92780
(714) 573-5757
roberta@turboata.com

30.4 Changing Contact Information: Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other Party pursuant to Section 30.

31 OTHER PUBLIC AGENCY PURCHASES

This Agreement resulted from a competitive bid through RFP PUR-RFP2020.06.10062 for Parking Citation Management and Permit Management Systems (Including Subsystems) and Processing Services issued on June 29, 2020 pursuant to Chapter 4.12 of the San José Municipal Code. Other local and state government agencies may enter into agreement(s) based on the same material terms and conditions, and pricing. The local or state government agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the Contractor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with these agreement(s) between the Contractor and other local and state government agency(ies).

32 MISCELLANEOUS

32.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

32.2 Assignment

Subject to the provisions of Section 26 ASSIGNABILITY, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

32.3 Headings

The headings of the Sections and Exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

32.4 Counterparts

This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

32.5 Use of Electronic Signatures

Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

City of San José
a municipal corporation

Turbo Data Systems, Inc.
a California corporation

By _____

Jennifer Cheng

Deputy Director, Finance

Date: _____

By _____

Roberta J. Rosen

President

Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaatarii

Senior Deputy City Attorney

By _____

Elie M. Sleiman

Secretary

Date: _____

EXHIBIT A-1

SCOPE OF SERVICES

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for Parking Citation Management and Permit Management Systems (Including Subsystems) and Processing Services

To the extent not inconsistent with the Agreement between the City and Contractor, the City's RFP PUR-RFP2020.06.10062 (including all addenda and updates) issued on June 29, 2020, Contractor's proposal response dated August 10, 2020, Contractor's demonstration and presentation content and materials provided on November 18, 2020, and Contractor's BAFO responses dated December 23, 2020 and January 20, 2021 are incorporated herein by reference to provide context and supplemental information.

1 DEFINITION OF TERMS

- 1.1 **Appellant** – Person contesting a citation.
- 1.2 **Automated License Plate Recognition (ALPR) System** — A system that includes cameras and software, automatically captures images of vehicle license plates, processes the images using OCR (optical character recognition) to extract alphanumeric characters comprising the license plate number, stores the information in a repository and/or matches the alphanumeric characters to information contained in a database of vehicles of interest such as the License Plate Recognition Database (LPRD).
- 1.3 **Business Day** – Any day of business, Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, other than City observed holidays or weekends.
- 1.4 **California Vehicle Code (CVC)** – The compilation of laws enacted by the California state legislature pertaining to the use and operation of vehicles.
- 1.5 **Citation Processing Management System (CPMS)** – The combined equipment, software, and hardware to create, issue, process, and manage Citations.
- 1.6 **City** – The City of San José.
- 1.7 **Citation** – A notice of violation issued to a person or a vehicle by an authorized City employee.
- 1.8 **Collection Rate** – The number of citations issued monthly minus any void or dismissed citations by the month in which they were issued. The payments that come in for the current month are applied to the month the citation was issued. Payments that come in for citations are applied to the month the citation was issued. The remaining unpaid citations divided by citations issued (not including voids or dismissals) equal the collection rate. Collection rates continue to change as various collections methods are applied to the outstanding unpaid collections within a five-year period from the date of issuance.
- 1.9 **Contractor** – Proposing firm selected to perform the services outlined in this Scope of Services.
- 1.10 **Correspondence** – Citizens' written requests, complaints, and inquiries concerning parking Citations and related business, such as administrative reviews and hearings, civil appeals, code explanations, and enforcement policies. Correspondence also includes all returned mail.
- 1.11 **Customer** – A member of the public who interacts with Contractor's CPMS in person, via internet, mail or telephone because of a Citation, a protest, a complaint, a notice, or an administrative or judicial hearing request.

- 1.12 **Department of Transportation (DOT)** – The City department administering the City’s Citation processing program.
- 1.13 **Director** – The Director of the DOT or his/her authorized representative.
- 1.14 **DMV** – California Department of Motor Vehicles.
- 1.15 **FTB** – State of California Franchise Tax Board.
- 1.16 **Geographic Information System (“GIS”) Solution for Mapping and Integration** — A vendor-hosted system — consisting of all requisite hardware and software — to facilitate and manage the issuance of tow-away permits and haul-route permits within the City’s boundaries.
- 1.17 **Handheld** – Device used to create and issue Citations electronically.
- 1.18 **Handheld Citation Issuance System (HCIS)** – Subsystem of the CPMS that provides software and hardware for the operations of Handheld.
- 1.19 **Haul-Route Permit** — A permit required for the transportation of debris, excavated material or fill material, to or from the site of any grading or construction operation or job site, while ensuring that the safety of the public and the quality of life for the residents of the City are not compromised. Spills of concrete, construction debris, trash, and building materials can adversely impact pedestrian and vehicular traffic besides resulting in street closures.
- 1.20 **Office of Parking Violations (OPV)** – A contractor-provided customer service walk-in center located within the City of San José.
- 1.21 **Online Portal for Citations and Permits (Online Portal)** — A vendor-hosted, online portal — consisting of all requisite hardware and software — serving as a one-stop shop with all the resources, tools, and information necessary to manage the functions related to appeals, administrative hearings, payments pertaining to citations, and the management and issuance of tow-away permits and haul-route permits within the City’s boundaries.
- 1.22 **PTCO** – A Parking and Traffic Compliance Officer is an employee of DOT who is authorized to issue parking Citations and warning notices and enforce parking regulations in the City.
- 1.23 **Payment Card Industry Data Security Standard (PCI DSS)** – A widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information.
- 1.24 **Permit Management System (PMS)** — The combined equipment and software comprising a vendor-hosted system to create, issue, process, and manage City-issued permits for the City’s Residential Parking Program (RPP) and Clean Air Vehicle Program.
- 1.25 **Registered Owner (RO)** – The person or business with legal ownership and responsibility for a vehicle as established by the official records of the California DMV or other state vehicle registry.
- 1.26 **Scofflaw** – A vehicle with five (5) or more unpaid parking Citations.
- 1.27 **Statement on Standards for Attestation Engagements (SSAE)** – The authoritative guidance for reporting on service organizations.
- 1.28 **Subcontractor** – Any person, entity, or organization which has a contract with Contractor to provide any portion of the services.
- 1.29 **Tow-Away Permit** — A permit issued to individuals, businesses, and other government agencies seeking parking enforcement to facilitate and conduct critical activities (e.g.,

construction, excavation, events, etc.) in a safe manner by temporarily prohibiting the use of curbside, on-street parking spaces.

- 1.30 **User** – City staff accessing the CPMS or its subsystems, the PMS, the ALPR System, the GIS, or the Online Portal.
- 1.31 **Vehicle Identification Number (VIN)** – The distinguishing 17-digit number or other mark used for the purpose of uniquely identifying a vehicle or vehicle part as further defined in the California Vehicle Code.
- 1.32 **Vehicle License Number (VLN)** – The series of letters and/or numbers found on a vehicle’s license plate(s) that is issued by the DMV or other state government agency that uniquely identifies a specific vehicle.

2 GENERAL INFORMATION

- 2.1 Contractor agrees to the following Scope of Services:
 - 2.1.1 The general scope of work for the following:
 - 2.1.1.1 The processing of citations — including data entry, payment processing, adjudication support, customer support services, collection services, noticing, reporting — and all other functions related to parking citation processing and collections.
 - 2.1.1.2 The processing of permits, including verification and fulfillment
 - 2.1.1.3 The mapping and integration of a geographic information system
 - 2.1.1.4 The introduction of an online portal for citations and permits
 - 2.1.2 The system requirements for the provision of the following:
 - 2.1.2.1 A Citation Processing Management System (“CPMS” or “CPMS System”), including all hardware and software for a Handheld Citation Issuance System (“HCIS”)
 - 2.1.2.2 A Permit Management System (“PMS”)
 - 2.1.2.3 An Automated License Plate Recognition System (“ALPR”)
 - 2.1.2.4 A Geographic Information System (“GIS”)
 - 2.1.2.5 An Online Portal for citations and permits (“Online Portal”)
 - 2.1.3 The general scope of work for the implementation of the proposed solution for the CPMS, the HCIS, the PMS, the ALPR, the GIS, and the Online Portal, including but not limited to the following:
 - 2.1.3.1 Professional services for project management,
 - 2.1.3.2 Business process analysis, including a “map and gap” analysis of the “as is” and “to be” processes
 - 2.1.3.3 The bridging of any gaps in functionality between the “as is” and “to be” processes using work-arounds, acceptable to the City, or customizations
 - 2.1.3.4 Data migration, including data extraction, transformation, and loading into the target systems

- 2.1.3.5 Integration of the individual systems using out-of-the-box or custom interfaces
- 2.1.3.6 Training and documentation
- 2.1.3.7 Testing, including unit testing, system testing, and user acceptance testing
- 2.1.3.8 Go live in a production-ready environment (Sections 2.1.3.1 - 2.1.3.8 collectively, “Implementation Services”)
- 2.1.3.9 Post-production support
- 2.2 This document contains the following Exhibits:
 - 2.2.1 **Exhibit A-1.1:** Scope of Services and Requirements - Parking Citation Processing Management System and Processing Services
 - 2.2.2 **Exhibit A-1.2:** Handheld Citation Issuance System (HCIS) Requirements
 - 2.2.3 **Exhibit A-1.3:** List of Required Reports - Parking Citation Processing Management System and Processing Services
 - 2.2.4 **Exhibit A-1.4:** Scope of Services and Requirements - Automated License Plate Recognition System
 - 2.2.5 **Exhibit A-1.5:** Scope of Services and Requirements - Online Portal for Citations and Permits
 - 2.2.6 **Exhibit A-1.6:** Scope of Services and Requirements - Permit Management System and Processing Services
 - 2.2.7 **Exhibit A-1.7:** Scope of Services and Requirements - Geographic Information System (GIS) - Mapping and Integration

3 ASSUMPTIONS

All cloud-based systems — including but not limited to the CPMS, PMS, ALPR System, GIS, and the Online Portal — shall be assumed to have unlimited cloud storage to support unlimited data storage and (create, read, update) transactions.

4 IMPLEMENTATION PROCESS / REQUIREMENTS

- 4.1 Project Coordination
 - 4.1.1 Contractor Responsibilities
 - 4.1.1.1 Contractor shall lead all implementation services and system delivery activities. Contractor shall develop all necessary plans with the approval of the City for system design, conversion plan, system documentation, system testing, hardware and software configuration, training, and acceptance testing.
 - 4.1.1.2 Contractor shall assign a Project Manager (“PM”) to lead the tasks for the implementation. The PM shall be the primary person communicating with the City and keeping City fully apprised of the status and progress of the project. The PM shall provide Project Schedule updates; create and prepare progress reports and meeting

minutes; adhere to project scheduling; and perform activities related to general project coordination.

4.1.1.3 Contractor shall work closely with City staff in the performance of services and shall be available to City's staff, stakeholders, and other staff at all reasonable times.

4.1.1.4 Contractor shall develop and maintain a detailed project schedule containing all deliverables, tasks and their dependencies, and milestones.

4.1.2 City Responsibilities

4.1.2.1 City will provide oversight for the entire project, but Contractor must provide overall project management for all tasks in this Agreement.

4.1.2.2 City will assign a project manager who shall work closely with Contractor to facilitate the successful completion of the implementation process and who shall supervise the staff of the City and ensure their co-operation with and participation in such process. The City's Project Manager will maintain project communications with Contractor's Project Manager.

4.1.2.3 City will provide Contractor information required to configure the System.

4.2 Project Kickoff Meeting

Contractor shall conduct a project kickoff meeting to:

4.2.1 Introduce project team members, including qualifications and project roles and responsibilities.

4.2.2 Provide a high-level overview of the following systems:

4.2.2.1 CPMS

4.2.2.2 HCIS

4.2.2.3 PMS

4.2.2.4 ALPR System

4.2.2.5 GIS

4.2.2.6 Online Portal

4.2.3 Deliver a preliminary project implementation schedule in a critical path format so that the timelines and milestones can be clearly identified and measured.

4.2.4 Define the entry and exit criteria, besides the critical success factors, for each milestone comprising the project plan.

4.2.5 Discuss and define notice-to-proceed procedures.

4.2.6 Define processes for tracking project status.

4.2.7 Define change control procedures.

4.2.8 Define the deliverables pertaining to the project.

4.2.9 Define the deliverable review.

- 4.2.10 Determine the format and protocol for periodic, ongoing meetings, reports, and communications.
- 4.2.11 Review escalation management process, including lines of communication, reporting relationships, etc.
- 4.2.12 Identify high-risk or problem areas and discuss resolution process.
- 4.2.13 Finalize the project implementation schedule.
- 4.2.14 Define the criteria for the validation of a successful go live, e.g., test scenarios, pass/fail criteria pertaining to test scripts used for a User Acceptance Test, the commencement of production operations with live data in a production-ready environment, etc.
- 4.2.15 Define the criteria for final system acceptance processes, specifically, the validation of all features and functionality developed and deployed — in accordance with this Scope of Services and Requirements — in a fully functional, stable, and production-ready environment after going live (“Final Acceptance”).

5 DATA MIGRATION

- 5.1 The City shall require the migration of five (5) years of data for the CPMS, and the PMS.
- 5.2 Contractor shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Contractor shall work with the City to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:
 - 5.2.1 Data to be migrated
 - 5.2.2 Data elements needed for migration
 - 5.2.3 Identification of gaps and transformations to meet business rules and policies based on the “as is” and “to be” processes
 - 5.2.4 Identification of interface requirements and potential impacts to other pertinent systems within the City’s ecosystem

6 TRAINING AND DOCUMENTATION

- 6.1 Contractor shall provide City staff with all necessary training and documentation to efficiently and effectively use all functions of the CPMS, the PMS, the ALPR System, the GIS, and the Online Portal and all Contractor-supplied equipment, hardware, software and peripherals. Training shall be conducted by experienced personnel and supported by training aids.
- 6.2 Training shall be provided in a combination of classroom, small group, and hands-on training in the use of computer hardware and software.
- 6.3 Training shall incorporate hands-on use of the CPMS, the PMS, the ALPR System, the GIS, and the Online Portal as configured via a training/sandbox environment in all training classes.
- 6.4 Training scenarios and the accompanying training scripts must match the software in terms of navigation path, data entry, screenshots, and sample data.
- 6.5 City may elect to record these training sessions for City to use for future training with staff. The resulting recordings shall be the sole property of the City and for the sole use of the City.

6.6 Ongoing Training for Contractor Staff

- 6.6.1 Contractor shall provide its staff with all necessary training to ensure all performance and service requirements are met.
- 6.6.2 Contractor shall provide customer service representatives with the training and experience necessary to answer all customer questions and complaints. Training shall include instructions and information on City's general parking policies and procedures as well as the state law and local ordinances affecting parking enforcement and processing, information regarding the Residential Parking Program and Clean Air Vehicle Program, tow-away permits, and haul-route permits.

6.7 Ongoing Training for City Staff

- 6.7.1 Contractor shall provide ongoing training of City staff as follows:
- 6.7.2 Options for ongoing and "refresher" training of City staff currently in place in the Enforcement, Citations, Hearing and Contract Administration divisions.
- 6.7.3 Options for ongoing and "refresher" training of designated City staff responsible for overseeing the PMS, the ALPR System, the GIS, and the Online Portal.
- 6.7.4 Options for incoming employees that will be provided within thirty (30) days of their start date.
- 6.7.5 A combination of classroom, small group, and hands-on training in the use of computer hardware and software.
- 6.7.6 Training in the use and interpretation of the reports produced by the CPMS, the PMS, the ALPR, the GIS, and Online Portal to City staff as designated, within 30 days of written request from City.
- 6.7.7 New user training provided by the Contractor shall be no less than 120 minutes.

6.8 Manuals/Documentation

- 6.8.1 Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using the CPMS, the HCIS, the PMS, the ALPR System, the GIS, and the Online Portal. This shall include, but is not limited to:
 - 6.8.1.1 Detailed user manuals explaining each component of the CPMS, the HCIS, the PMS, the ALPR System, the GIS, and the Online Portal
 - 6.8.1.2 Functional manuals, tailored to each processing unit, to explain the CPMS, the HCIS, the PMS, the ALPR System, the GIS, and the Online Portal as they relate to the job responsibilities of the particular User
 - 6.8.1.3 Capabilities and limitations of the proposed solution
 - 6.8.1.4 Frequently Asked Questions (FAQs)
 - 6.8.1.5 Navigation path(s) — including pertinent screenshots — to carry out the various functions pertaining to the proposed solution
 - 6.8.1.6 System Administration
 - 6.8.1.7 Configuration
 - 6.8.1.8 New user access

- 6.8.1.9 Troubleshooting when the Proposed Solution does not work or has issues
 - 6.8.1.10 Sample reports, including the criteria to run them
 - 6.8.1.11 Routine maintenance and administration procedures pertaining to the Proposed Solution, including the recommended frequency of said procedures
- 6.8.2 Contractor shall conduct a quarterly review of all manuals, with written notification of review sent to City within thirty (30) days after each quarter.
- 6.8.3 Contractor shall update manuals within thirty (30) days of notification by City of policy modifications or within thirty (30) days after any new program implementation.

7 STAFFING AND MANAGEMENT

Contractor shall provide staffing that is adequate to meet all services and performance required under the contract. Contractor's staffing shall be sufficient to provide customer service that meets City standards. Staffing based on a plan approved by the City shall be maintained throughout the contract period, including peak periods.

8 RECORD RETENTION AND EXIT STRATEGY

- 8.1 It is the intent of the City to continue to use the data, records, files, reports, and photos associated with the transactions entered into the CPMS, the PMS, the ALPR system, and the GIS even after the termination of the contract. Contractor agrees that the City will own the data comprising the system and must agree to provide the data upon termination of the contract at no cost to the City in an industry-standard format agreed to by both parties so as to allow the new vendor to integrate the data into the new vendor's system.
- 8.2 Contractor also agrees to ship all hard copy documents that are five (5) years old or less — at no cost to the City — to a City-approved address within the City of San José. All shipped documents shall be professionally boxed, properly labeled, and systematically organized to allow easy retrieval of any needed document.

9 RECORDS DESTRUCTION

Contractor shall store, at its own expense, all citation related documents for five (5) years, after which the documents can be destroyed. Contractor, at its own expense, shall hire a vendor to perform document destruction, and provide a certificate of destruction to the City at no additional cost.

10 MAINTENANCE AND TECHNICAL SUPPORT

- 10.1 Contractor shall provide technical support for the CPMS software, the PMS, the ALPR System, the GIS, and the Online Portal during regular business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time). This support must consist of an on-call person or center where problems can be reported, and immediate help is available.
- 10.2 Support and maintenance shall include all required components comprising the proposed solution.
- 10.3 Software support and upgrades must comply with all current and new City of San José guidelines.

- 10.4 Contractor must have an online trouble-reporting system that tracks open trouble tickets and includes automatic escalation and notification based on service level requirements, the progress of the issue, and the ensuing resolution.
- 10.5 Contractor's technical support shall include unlimited incidents.
- 10.6 Contractor shall maintain a website that provides 24x7x365 access to technical information and resources, including information regarding scheduled downtime.
- 10.7 All standard scheduled maintenance must be conducted outside of the City's standard business hours unless otherwise approved in advance by the City.
- 10.8 Contractor shall notify the City at least five (5) business days in advance of deploying any potentially service-impacting modifications (excluding emergency patches/fixes) and at least fifteen (15) business days in advance of its intent to release any major improvements or system enhancements, including a description of the intended enhancements or improvement.
- 10.9 Contractor shall monitor the implemented solution and shall proactively alert the City of issues.
- 10.10 Contractor's CPMS, PMS, ALPR System, GIS, and Online Portal shall be accessible 24x7x365 and have a guaranteed uptime of at least 99.8%, excluding scheduled maintenance.
- 10.11 Contractor shall pay penalties such as service credits, liquidated damages, etc. for any failure to meet these Service Levels and minimum uptime.
- 10.12 Technical support shall be provided in accordance with the following service levels:

Severity Level	Definition	Maximum Response Time	Target Resolution Time
1	<ul style="list-style-type: none"> System down Business operations have been severely disrupted No work-around available 	15 Minutes	2 hours
2	<ul style="list-style-type: none"> Major functionality is severely impaired A temporary work-around is available Operations can continue in a restricted fashion, although long-term productivity might be adversely affected Persistent service degradation 	1 Hours	4 hours
3	<ul style="list-style-type: none"> Partial, non-critical loss of functionality Problem causing minor loss of features/functionality Impaired operations of some components, but still usable 	4 Hours	24 hours

- 10.13 Technical support related to handhelds units and peripherals shall be provided as follows:

- 10.13.1 Contractor shall provide online or telephone support immediately during regular business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time).

- 10.13.2 During regular business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time), Contractor shall provide on-site technical support staff within two (2) hours when no spare handhelds or peripherals are available to be issued as replacements to faulty units.
 - 10.13.3 If outside regular business hours, Contractor shall provide on-site technical support within two (2) hours when there are ten (10) or more handhelds or peripherals that are not operational and no spare handhelds or peripherals are available to be issued as replacements; if fewer than ten (10) handhelds or peripherals are not operational, Contractor shall provide on-site technical support no later than 10 a.m., Pacific Time, on the next business day.
 - 10.13.4 Contractor shall log any user issue. If an issue cannot be resolved immediately or through on-site technical personnel, Contractor shall notify the City, track the issue until it is resolved, and submit a written summary of the issue and solution for future reference.
- 10.14 Technical support related to vehicle-mounted ALPR cameras, ALPR processors, and ALPR-related ancillary devices shall be provided as follows:
- 10.14.1 Contractor shall provide online or telephone support immediately during regular business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time).
 - 10.14.2 During regular business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time), Contractor shall provide on-site technical support staff within two (2) hours when no spare ALPR cameras, no spare ALPR processors, and no spare ALPR-related ancillary devices are available to be issued as replacements to faulty ALPR cameras, faulty ALPR processors, and faulty ALPR-related ancillary devices, respectively.
 - 10.14.3 If outside regular business hours, Contractor shall provide on-site technical support within two (2) hours when one (1) or more ALPR cameras, one (1) or more ALPR processors, and one (1) or more ALPR-related ancillary devices are not operational and no spare ALPR cameras, no spare ALPR processors, and no spare ALPR-related ancillary devices are available to be issued as their respective replacements.
 - 10.14.4 Contractor shall log any user issue. If an issue cannot be resolved immediately or through on-site technical personnel, Contractor shall notify the City, track the issue until it is resolved, and submit a written summary of the issue, a root-cause analysis of the issue, and a solution for future reference.

11 SECURITY REQUIREMENTS

System must meet the requirements described in Exhibit G, Information Technology and Security Requirements.

12 PROJECT STAFF

12.1 City's Project Manager

Name: Elias A. Khoury	Phone No.: (408) 975-3707
Department: Transportation	E-mail: elias.khoury@sanjoseca.gov
Address: 200 East Santa Clara Street, 7 th Floor, San José, CA 95113	

12.2 Contractor's Project Manager and Other Staffing

Identified below are the Contractor's project manager and subcontractor(s) and/or employee(s) of the Contractor who will be principally responsible for delivering the work set forth in this Scope of Services.

Contractor's Project Manager	
Name: Elie M. Sleiman	Phone No.: 714-368-4888
Address: 18302 Irvine Blvd., Suite #200 Tustin, CA 92780	E-mail: elie@turbodata.com
Other Staffing	
Name	Assignment
1. Minerva Ortiz	Office Manager – Office of Parking Violations
2. Denise Ortega	Permit Support
3. Sharon Watroba	Project Manager/Development and Support
4. Joseph Mendez	Telecommunications and Network Administrator

EXHIBIT A -1.1
SCOPE OF SERVICES AND REQUIREMENTS
PARKING CITATION MANAGEMENT SYSTEM
AND PROCESSING SERVICES

1 BACKGROUND/CURRENT ENVIRONMENT

- 1.1 The following information pertains to citations:
- 1.2 On average, a little over 221,000 citations are issued every fiscal year.
- 1.3 The average annual revenue from parking fines is \$11.9 million.
- 1.4 The amount of the average delinquent ticket is \$111, with the average payment amount being \$63.
- 1.5 The off-the-windshield-collection rate for FY 2018-2019 was 20%.
- 1.6 In fiscal year 2018-2019, the collection rate was 65%, while 80,831 citations, amounting to a total of \$7,593,017, were in various stages of the collection process.
- 1.7 For citations that have completed a full five-year collection cycle, 13% remain uncollected.
- 1.8 Approximately 350,000 pieces of mail pertaining to citations are sent out each year.
- 1.9 On average about 1,700 calls pertaining to citations are answered by customer service representatives per month.
- 1.10 The average number of calls answered per month by the Interactive Voice Response system is 850.
- 1.11 The current collection rate for citations is 87%.
- 1.12 For fiscal year 2017/2018, pay-by-web and pay-by-phone figures were 92,394 and 9,556 respectively. For fiscal year 2018/2019, pay-by-web and pay-by-phone figures were 112,651 and 9,384 respectively.
- 1.13 As of June 30, 2019, the total number of outstanding citations was 222,092 for a total amount of \$24,153,918.

2 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS

- 2.1 Contractor shall perform the services described herein as authorized by the City and in compliance with applicable state laws and regulations.
- 2.2 Contractor shall work with City to implement program changes in order to remain current with any and all amendments or changes to state laws and regulations governing the processing of parking Citations.

3 CITATION PROCESSING

Contractor shall perform the following functions for processing Citations:

- 3.1 Electronic Citations

- 3.1.1 Ensure that each electronically generated Citation has a unique identifier. The CPMS must accommodate alpha, numeric, and alphanumeric prefixes for citation number. Currently, the City uses alpha prefixes and numeric prefixes to distinguish between handwritten and electronically issued citations. The City intends to use alphanumeric prefixes to introduce new capabilities, features, and database enhancements.
- 3.1.2 Ensure the integrity of all Citation data and reconcile the number of Citations transmitted from all handheld ticket writers with the number received and processed.
- 3.1.3 Maintain, for viewing and reproduction, electronic facsimiles of all handheld-unit-issued Citations attached to Citation record.
- 3.1.4 Maintain records of all voided Citations that can be identified by query.
- 3.1.5 Process electronic Citations that are subsequently corrected so that a facsimile can be mailed to the Registered Owner with a notice of correction.
- 3.1.6 Process electronic Citations issued to motorists who leave the scene of a violation prior to the Citation being placed on the vehicle (“drive-away”) that will permit a facsimile Citation to be mailed to the Registered Owner within fifteen (15) calendar days of the issuance of a Citation in compliance with CVC § 40202(d).
- 3.1.7 Provide an audit trail that lists the status of all Citations by number.
- 3.2 Handwritten Citations
 - 3.2.1 Perform daily collection of handwritten Citations from the City.
 - 3.2.2 Maintain documentation and daily reconciliation of all handwritten Citations received and processed.
 - 3.2.3 Reconcile handwritten Citation entry report and resubmit handwritten Citations that do not successfully update to the system within two (2) Business Days of original entry.
 - 3.2.4 Perform data verification and ensure quality control process to validate the data transcribed from handwritten Citations, including checking for valid combinations of alpha or numeric data for particular fields, a check-digit algorithm to control errors in the Citation number field, and crosscheck edit of batch numbers and batch counts.
 - 3.2.5 Image all handwritten Citations and update to Citation record.
 - 3.2.6 Maintain for viewing and reproduction by User of the image of the handwritten Citations.
 - 3.2.7 Enter data from handwritten Citations into the CPMS within two (2) Business Days of receipt with the following information:
 - 3.2.7.1 Citation Number
 - 3.2.7.2 Vehicle Make

- 3.2.7.3 Issue Date
- 3.2.7.4 Vehicle Model
- 3.2.7.5 Issue Time
- 3.2.7.6 Vehicle Type
- 3.2.7.7 Issuing Department
- 3.2.7.8 Vehicle Color
- 3.2.7.9 Vehicle ID Number (VIN)
- 3.2.7.10 Officer Badge Number
- 3.2.7.11 Violation Code Registration
- 3.2.7.12 Expiration Date
- 3.2.7.13 Vehicle License Number (VLN)
- 3.2.7.14 State that Issued Plate
- 3.2.7.15 Location of Violation – Full address, reference to a full address or a landmark if full address is not available, or a facility as defined by the City such as an off-street parking facility.
- 3.2.7.16 Any Comments or Notes
- 3.2.7.17 Meter Location / Meter Number
- 3.2.7.18 Violation Code
- 3.2.7.19 Violation Name
- 3.2.7.20 Fine Amount
- 3.2.8 Provide a copy of the handwritten Citation within one (1) Business Day upon request by the City.
- 3.2.9 Provide a daily report listing Citations with data field errors along with a hard copy of the Citation attached to a transmittal form requesting authorization to dismiss from DOT.
- 3.2.10 Research any rejects or errors and process data entry corrections within four (4) Business Days from the date the error appears on a daily report.
- 3.2.11 Process Citations voided by authorized DOT personnel as a separate transaction type designated as "not valid" and record balance due of zero for each voided Citation.

3.3 California DMV Data Integration

Contractor shall provide integration with DMV to obtain Registered Owner information based on VLN or VIN from the original Citation. Contractor shall:

- 3.3.1 Process all DMV name and address transactions required to support the parking Citation process and retain a history of such.

- 3.3.2 Obtain the name and address of the Registered Owner information from DMV and update Citation records within 48 hours of a new Citation record being processed in the system. Contractor must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries where states allow such access. This process must include continuous online, immediate placement and release of vehicle registration holds with the DMV and other states' registries, whenever possible.
- 3.3.3 Collect VIN information from DMV and display in a format that permits a direct comparison with the last four digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized activities.
- 3.3.4 Compare the issue date of the Citation with the Registered Owner information on file at the DMV to determine the Registered Owner responsible for the Citation. Responsibility for a Citation shall be assigned to those Citations issued after the effective date of the vehicle registration. When two or more distinct owners exist for a single license plate, Contractor shall split the record and create a separate record assigning responsibility for Citations based on the effective date of registration.
- 3.3.5 Ensure that the CPMS shall protect confidentiality for all data obtained from DMV and comply with all data confidentiality and security standards required by DMV or other state registries, and applicable state laws. Contractor shall comply with DMV-related confidentiality and security standards.

3.4 Name and Address Processing

- 3.4.1 Contractor shall document when mail sent to a Registered Owner is returned as undeliverable, maintain and display such undelivered notices in the Citation history, and retain and display the incorrect address information until updated information is received.
- 3.4.2 Contractor shall make a minimum of four (4) additional requests, one each 30 days, to the DMV to attempt to obtain new Registered Owner information when the Registered Owner on file is deemed by the City as not being the responsible party, or when mail is returned from a bad address.

3.5 Registration Hold Interface

DMV allows local jurisdictions to request a registration hold for unpaid parking violations. Contractor shall, through the CPMS, perform the following registration hold functions and document each step of the process in the CPMS:

- 3.5.1 Provide an online interface with DMV to place timely registration holds.
- 3.5.2 Evaluate Citation records to determine if vehicles are eligible for placement of registration holds with DMV database.

- 3.5.3 Forward eligible Citations to DMV and document acknowledgment of receipt of required information by DMV.
- 3.5.4 Track the status of each Citation online from the initial hold request until the final hold clears including DMV confirmation or error codes. Update the Citation history for each Citation associated with a registration hold to indicate the most recent processing step in the hold cycle. Maintain a detailed history of each Citation associated with a registration hold that document each step in the registration hold processing cycle.
- 3.5.5 Release the DMV registration hold in the CPMS within one (1) calendar day of Citation payment, or suspend DMV processing when payment has been received or other actions releasing Citation from collections are applied to the Citation record.
- 3.5.6 Monitor and produce reports of registration hold and release transactions with DMV, and correct any registration hold processing errors.
- 3.5.7 In the event that other state DMVs begin to reciprocate registration hold processing with California, expand the use of registration hold processing as directed by the City.

3.6 DMV Payment Transfer Update

Contractor shall update the CPMS database with all Citation payment transaction details upon receipt of the information from DMV. Information received from DMV about payments made to DMV shall be reconciled with CPMS.

3.7 Registered Owner Reconciliation

Contractor shall, through the CPMS, provide the following Registered Owner reconciliation functions:

- 3.7.1 Automatically compare the issue date of each Citation with the vehicle registration information on file with DMV to ensure that the correct vehicle owner is identified.
- 3.7.2 Accommodate the online manual entry of Registered Owner name and address information. The updated information shall be immediately posted to the system so that future notices and correspondence are sent to the updated name and address.
- 3.7.3 Provide online, real-time displays of multiple Citation records for a single VLN or VIN by date of vehicle ownership.
- 3.7.4 Implement edits and checks to insure the accuracy of date returned by the DMV prior to updating the information in the system.

3.8 Temporary Citation Record

Contractor shall create temporary Citation records to serve as a marker for immediate processing of payments and other transactions (e.g., ad hoc upload of images, PDF documents, creation of remarks, etc.) prior to an official Citation record being created. Once a Citation record is uploaded, data shall be merged and all processing information, including

but not limited to dates and times, codes, images, notes, etc., shall be permanently updated to the new Citation history. CPMS shall have the ability to generate reports containing all unresolved temporary Citation records that were added to CPMS.

3.9 Data Correction

When a Citation record is corrected, the CPMS shall update the Citation record with the new data and retain a history record of the prior data. The history of the transaction or “audit trail record” shall record the date, time and log-on ID of the person making the correction. The system shall have different security levels for different categories of record changes, as specified by City. When crucial data fields such as violation code or VLN are corrected, the system shall automatically perform any necessary processing actions, including sending a new name and address request to DMV or reinstating a Citation into the noticing cycle and generating a notice to be mailed to the Registered Owner to notify them of the change as allowed by the California Vehicle Code.

3.10 Citation Inquiry

- 3.10.1 Contractor shall, through the CPMS, provide online, real-time access to all Citation record detail, including Citation data, photos, Registered Owner information, status of payment, review, etc. The CPMS shall provide the data by detail categories and summary format as directed by the City. CPMS shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.
- 3.10.2 The CPMS shall display cross-referenced information for the VLN, including Registered Owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data, and status indicators showing certain conditions, such as a bad check, credit card chargebacks, or unpaid administrative fees. The information to be displayed shall be determined by City for each Citation. CPMS shall have the ability to alert Users if other related data is available that is not displayed on the data screen. The CPMS shall have the ability to identify records where data entry or slight differences in DMV information may result in a split plate record and be able to combine records.
- 3.10.3 Contractor shall, through the CPMS, provide inquiry capabilities that shall allow Users to search Citation records by entering full or partial Registered Owner name, VLN, VIN, Citation number data, or any other fields identified by the City.

3.11 Citation Display

- 3.11.1 Contractor shall, through the CPMS, provide online, real-time display of Citations that share a common characteristic. Entering a VLN shall generate the following information:

- 3.11.1.1 All Citations assigned to the VLN, and if the VLN is associated with more than one Registered Owner, the system shall display the date of the change in Registered Owner.
- 3.11.1.2 The option of displaying only those Citations that are “open” with an unpaid balance owed.
- 3.11.1.3 Display of all Citations currently identified by DMV for a hold on registration renewal.
- 3.11.1.4 A visible indicator, if provided by DMV, that further research is required when additional VLN records exist for an individual vehicle owner or operator.

3.12 Citation Detail

The CPMS shall also provide the following information for all Citation records:

- 3.12.1 Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code and description, issue date and time, location, amount due, and current processing status.
- 3.12.2 Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code. The City tracks the different agencies issuing Citations by using the officers’ badge numbers. Currently, there are six different departments/groups in the City that issue parking citations.
- 3.12.3 Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner information and effective date of vehicle ownership.
- 3.12.4 Financial Data: The original fine amount plus the dates and amounts of any penalties or fees that have accrued.
- 3.12.5 Mail Data: The mail date and description of all notices or correspondence letters mailed, including any return or forwarding mail information.
- 3.12.6 Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from DMV, and the date that a registration hold was placed, confirmed and released by DMV.
- 3.12.7 Registry Data: The vehicle make as recorded by DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal.
- 3.12.8 Adjudication Data: The date and time of any Administrative Review or Hearing and subsequent disposition.
- 3.12.9 Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension, and the date that suspension is to be removed.

- 3.12.10 Correspondence Data: The date, time, code, and description of all correspondence mailed relating to a Citation. End User ability from the correspondence data screen to download using a standard browser, and print to a standard office printer, a copy of the correspondence mailed for each Citation.
- 3.12.11 Payment Data: Payment date, payment source (lockbox, walk-in, DMV, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number.
- 3.12.12 Any and all photos taken at the time of Citations issuance.
- 3.13 Additional Citation Remarks
 - 3.13.1 The CPMS shall be capable of inputting and capturing additional remarks and related information regarding a Citation. Access to the remarks screen shall be available for every Citation record and record the date, time and user identification of the person entering the remark. Data entry on the screen shall be controlled by security access authorization as directed by the City. Once a remark is added and saved to a Citation record, that remark and related information may not be edited, deleted, or otherwise altered.
 - 3.13.2 The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters. There shall be no limit on the number of remarks screens that can be associated with a Citation record. Multiple screens shall be displayed in reverse chronological order with the screen containing the most current data displayed first.
- 3.14 Citation History

The CPMS shall create a permanent audit record of all actions taken in association with every Citation record. All transactions shall be listed in reverse chronological order (newest to oldest), with the transaction type (payment, hearing, etc.), transaction date, user identification of the person who processed the transaction, and all other codes and information applicable to the transaction. The history shall also detail all collection activity, collection and correspondence by type, date and mail date, cashiering activity, and complete historical data, such as name and/or address changes or other manual or automated corrections and revisions.
- 3.15 Make-Mismatch
 - 3.15.1 The CPMS shall have the ability to temporarily suspend Citations where DMV has returned vehicle make information that is not consistent with the information entered on either the handheld or handwritten Citation. On a bi-monthly basis, Contractor shall compare the VIN returned by DMV to that entered on original Citation. If both the VIN and vehicle make do not match, Contractor shall automatically dismiss the Citation and update the record to reflect the dismissal reason. Otherwise, the Citation shall be released for standard processing and noticing.

- 3.15.2 Contractor shall provide a monthly report of the disposition of these violations.

3.16 Electronic Imaging

The CPMS shall enable users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.

3.17 Out-Of-State Citation Processing

For Citations issued to vehicles registered outside of the State of California, Contractor shall request Registered Owner information from the appropriate state DMV, update the CPMS with the Registered Owner information, and send out all required notices. Contractor shall:

- 3.17.1 Maintain current and complete interface specifications requirements, plate types, registration renewal update schedules, and other critical processing information for out-of-state DMVs.
- 3.17.2 Acquire out-of-state DMV files, including updates, for states that makes such files available for purchase.
- 3.17.3 Recognize and accurately separate out-of-state registration records based on changes in ownership.
- 3.17.4 Obtain the Registered Owner's name and address from the appropriate state vehicle registry.
- 3.17.5 Ensure that all data fields required by an out-of-state DMV are completely and accurately submitted.
- 3.17.6 Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.
- 3.17.7 If an out-of-state DMV return provides a valid match, ensure complete processing, tracking, and collection efforts for the Citation.
- 3.17.8 Update CPMS with Registered Owner information.
- 3.17.9 Monitor changes to legal restrictions on the use of DMV data and ensure compliance with any such requirements.
- 3.17.10 Issue reports to City to assist with documenting, monitoring, and processing oversight of Citations issued to out-of-state vehicles noticing and payment procedures for out-of-state vehicles shall be consistent with those for in-state vehicles.

3.18 Rental Vehicle Citation Processing

- 3.18.1 Contractor shall establish a process for rental companies to provide contact information for the liable party and update the Citation record with this information.
- 3.18.2 Noticing and payment procedures for leased and rental vehicles shall be consistent with those for in-state vehicles once the record has been updated to reflect the responsible party. Contractor shall handle all direct customer service inquiries for rental vehicle violations.

4 NOTICES AND LETTERS

Contractor shall prepare, send, and track all notices, letters, and other correspondence related to the Citation processing and collection. Contractor shall provide a noticing program that is accurate, timely, and incorporates industry-specific design and mailing techniques.

4.1 Notices and Collections

- 4.1.1 Contractor shall mail a minimum of two (2) notices of delinquency for each unresolved Citation as well as special notices approved by the Director, including notices for partially paid Citations. Currently, in accordance with statutory requirements, a notice of delinquent parking violation is mailed no less than twenty-one (21) days from the date of issuance of a Citation. If the Citation remains unpaid or partially paid, a courtesy advisory of pending vehicle registration hold (not required by statute) shall be mailed on a schedule determined by the City, such as thirty days (30) after the first notice.
- 4.1.2 The cost of all notices and correspondence including postage shall be considered as part of the base processing Citation fee and that revenues collected as a result of the second delinquency notice are not assignable to the special collections fee.
- 4.1.3 Contractor's noticing program should be flexible and able to accommodate time-based as well as criteria-based selection variables to generate a specific type of notice. Examples of such criteria are: Citation age, suspend status, and returned mail status. Contractor shall obtain prior written approval by the Director for the original form and any revisions to language in the notices, notice layouts, or to noticing criteria.
- 4.1.4 Contractor shall provide to the Director complete production, operational and management reports on its noticing program for reconciliation, audit, and City management oversight.

4.2 Postage Costs

The cost of postage shall be considered as part of the Contractor's projected operating cost. Therefore, all postage costs of all mailings shall be included in the per-Citation fee. When postage rates increase, Contractor shall adjust the per-Citation fee based on the following formula: number of notices and letters mailed in the previous three months divided by the number of citations processed in the three months times the amount of the postal increase.

4.3 Notice Printing and Mailing

Contractor shall monitor and maintain the quality of each notice run. At a minimum, Contractor shall check for alignment, print quality, correct form, correct run date, and check that all required information is printed. Contractor shall check that all notices run were mailed. All notices shall comply with the requirements and specifications for first class permit mail as set for in the U.S. Postal Service "Domestic Mail Manual."

4.4 Notice Management

- 4.4.1 The CPMS shall provide an online, real-time review of all notice activities by type of notice. The system shall also be able to query specific notice runs, individual notice record information, and the response rate or payment return rate.
- 4.4.2 The CPMS shall provide the ability to stop a notice from being mailed upon request by City, and/or customize a notice response for a specific citation.

5 CORRESPONDENCE PROCESSING

- 5.1 Contractor shall open, count, batch, log, review, track, audit and process all parking Citation related correspondence received each day, to include but not limited to the following:
- 5.2 Translate all correspondence regarding Administrative Reviews, Hearings, Hardship Waiver Requests, Installment Payment Plan Applications, and complaints received in Spanish and Vietnamese to English and attach the translation as a part of the Citation record.
- 5.3 Review parking Citation related correspondence and, in accordance with City guidelines, suspend processing on Citations when appropriate, initiate an administrative investigation when necessary, and notify the Appellant of the status of the complaint by mail. All responses to correspondence shall be printed on stationery approved by the City and provided by the Contractor. All responses to correspondence shall be clearly readable and customized as to address the complaint or concern.
- 5.4 Retain all electronic copies of all correspondences, including postmarked envelopes, for five (5) years from the date of the Citation.
- 5.5 File all correspondence received at its place of business for a minimum of ninety (90) days following receipt. After that time, Contractor may file correspondence off site, provided that such correspondence can be retrieved and forwarded to the City within one (1) Business Day.
- 5.6 Develop and enforce the use of a detailed correspondence processing manual for its employees. The manual shall be submitted to the City for review and approval prior to Contractor using it. Contractor shall provide ongoing training for its employees so that its contractually required performance standards are maintained and the highest possible service to the public is assured.

6 CUSTOMER SUPPORT SERVICES

6.1 Customer Service Walk-In Center

Contractor shall provide a customer service walk-in facility located within a radius of two-miles of San José City Hall, located at 200 East Santa Clara Street, San José, CA 95113. The City requires the customer service walk-in facility to be located near City Hall in order to better serve the community in conjunction with other City services provided at City Hall. The location of the customer service walk-in facility shall be subject to City's approval.

The customer service walk-in center, a nonnegotiable requirement, shall be known as the Office of Parking Violations (OPV) and serve as a "one stop" facility for the public to pay for Citations and other approved services, request administrative reviews, schedule administrative hearings, and handle other issues relating to parking Citations. The OPV shall be open between 9:00 a.m. and 4:00 p.m., Pacific Time, Monday through Friday, other than City-observed holidays.

The number of constituents served at the walk-in center is estimated at 15,600 per year while the number of payments made at the walk-in center is roughly 14,000 per year. The City does not control the lease of the current OPV. The office space is leased by the current vendor.

- 6.1.1 The facility shall:
 - 6.1.1.1 Have a minimum of two (2) customer service windows providing the level of performance as defined in Section 12.
 - 6.1.1.2 Have professionally produced signs specified by the City.
 - 6.1.1.3 Have professionally constructed office facilities including counters with adequate writing areas, all computer hardware and software required to operate the facility, telephone communication lines, comfortable public waiting areas, and payment drop boxes.
 - 6.1.1.4 Be accessible to disabled persons as defined under the American Disabilities Act standards.
 - 6.1.1.5 Provide written information in Spanish, Vietnamese, and English that answers the most commonly asked questions about parking Citations.
 - 6.1.1.6 Have a separate, secured reconciliation area that is monitored.
 - 6.1.1.7 Have a separate deposit preparation for each cashier.
- 6.1.2 Contractor shall provide bilingual (Spanish/English and Vietnamese/English) customer service representatives. The cashiering office shall have at least one bilingual representative, each for Spanish and Vietnamese in the office at all times.
- 6.1.3 Contractor shall provide all necessary bank supplies such as plastic bags and check endorsement stamps. The City will provide all deposit slips.
- 6.1.4 Contractor shall develop quality assurance standards and monitor the quality of service provided to the public to ensure that the time the public waits in line to be served does not exceed the time limit specified in Section 12. Contractor shall develop and identify means to routinely monitor the amount of time the public waits in line to be served.
- 6.1.5 Contractor shall implement and/or install security measures to protect the safety of its employees and customers and ensure the security of all

monies collected, documents received, and computerized information and equipment. The customer service counters shall have bulletproof glass to separate the work area from the customer service area.

- 6.1.6 Contractor shall provide a check endorsement printer and a journal printer to facilitate daily balancing and audit of all payment transactions received and processed. All transactions are subject to audit by the City, at any time, without advance notice.
- 6.1.7 Contractor shall deliver all cashier deposits to a financial institution selected by the City via armored courier service on a daily basis within one (1) Business Day of receipt by the customer service center. All transactions shall be updated to the CPMS in an on-line, real-time mode within the one (1) Business Day. Contractor shall provide adequate security measures once cash deposits are prepared for pick-up, such as a drop safe which requires both Contractor and armored courier to open.
- 6.1.8 Contractor shall make available all necessary forms and documents that the public needs to conduct routine matters involving the processing and adjudication of Citations and other approved services.

6.2 Customer Service Call Center

- 6.2.1 Contractor shall provide and staff a toll-free, inbound customer service call center able to handle an average volume of three hundred (300) calls per day specific to the City. Live customer service agents shall be available between 9:00 a.m. and 4:00 p.m., Pacific Time, on each business day.
- 6.2.2 Customer service agents shall at a minimum perform the following functions:
 - 6.2.2.1 Provide general information.
 - 6.2.2.2 Research specific Citation data, such as FTB collection inquiries, etc.
 - 6.2.2.3 Process suspensions while a case is being administratively reviewed.
 - 6.2.2.4 Log the date, time, Citation number, and general nature of the calls received.
 - 6.2.2.5 Log complaints and follow the procedures for handling such complaints. Contractor must maintain monthly statistics per state law.
 - 6.2.2.6 Answer calls within the time limits specified in Section 12.
 - 6.2.2.7 Provide instructions and information in English, Spanish, and Vietnamese.
- 6.2.3 Contractor shall provide bilingual (Spanish/English and Vietnamese/English) customer service representatives.

- 6.2.4 Customer service agents shall be fully trained in all informational aspects of the City's parking citation process, and shall have immediate access to the parking citation database to note on record the date and time of the call and the general nature of the call.
- 6.2.5 Contractor shall maintain sufficient staffing to meet all performance levels. The staffing shall be sufficient to cover peak volumes, vacations, and other absences.
- 6.2.6 Contractor shall review initiatives to improve services and maintain the highest level of performance standards. This review could include surveying the public, monitoring telephone representatives, tracking performance of key functions, and auditing responses.

6.3 Interactive Voice Response System (IVRS)

Contractor shall provide a 24/7, toll-free Interactive Voice Response System. The IVRS shall perform the following functions:

- 6.3.1 Provide menus identifying customer service options.
- 6.3.2 Provide general information on topics such as:
 - 6.3.2.1 Contesting a Citation
 - 6.3.2.2 Correcting a violation — This is in reference to correctable violations under CVC 4000A, 5200-5202, and 5204. The IVR system shall provide users information related to these correctable violations, e.g., how to reduce the fine to \$10 within thirty (30) days from the date of notice of the violation, with proof of correction provided, pursuant to CVC 40225 (C) or how to obtain proof of correction.
 - 6.3.2.3 Making payments
 - 6.3.2.4 Sold vehicles
 - 6.3.2.5 FTB Intercept Program
- 6.3.3 Provide instructions and information in English, Spanish, and Vietnamese.
- 6.3.4 Allow callers to query in real time the status of a Citation by providing a Citation number.
- 6.3.5 Allow callers to pay for parking Citations using a credit card. Payments must be posted and updated in the system in real time.
- 6.3.6 Give callers the option to transfer to a customer service representative during regular business hours.

6.4 Complaint Log

Customer complaints shall be logged by date, time, Citation number, the nature of the complaint and, if the complaint was resolved, how it was resolved or settled. Contractor must maintain monthly statistics in accordance with CVC § 40200.6.

7 PAYMENT SERVICES

7.1 Pay-By-Web/Pay-By-Phone Services

- 7.1.1 Contractor shall provide services that accept payments for Citations via the internet and via phone using a debit or credit card. Services shall include the following:
 - 7.1.1.1 Full compliance with current Payment Card Industry Data Security Standards including mandated updates. The Contractor shall be the Merchant of Record. For all other forms of revenue, like cash and checks, the vendor shall deposit monies into a City account.
 - 7.1.1.2 Full integration with CPMS, with the ability for the City to audit all transactions made via the internet.
 - 7.1.1.3 All payments shall be recorded and updated in the CPMS.
 - 7.1.1.4 Detailed information regarding each transaction, including last four digits of the credit card number, registration, date and time of transaction, authorization status, and amount of payment shall be captured and retained.
 - 7.1.1.5 Operational and management reports and appropriate audit trails.
 - 7.1.1.6 Notification of customers of Contractor's data security and privacy policies prior to acceptance of payment.
 - 7.1.1.7 Disclosure to customer of any service fees prior to acceptance of payment.
 - 7.1.1.8 Interface that shall allow customers to search Citation information by Citation number. Only information not deemed confidential shall be displayed, such as date and time of violation, violation code and description, violation amount, and status of contested Citations. Confidential information such as name and address shall not be displayed.
- 7.1.2 Contractor shall reconcile all pay-by-web or pay-by-phone transactions on a daily basis and resolve any discrepancies. Funds from all pay-by-web or pay-by-phone transactions must be distributed as directed by the City.

7.2 Cashiering Support

- 7.2.1 Contractor shall provide a fully integrated cashiering system for in-person customer transactions.
- 7.2.2 Contractor shall ensure that the cashiering system operates in a real-time mode and provides the capability of accepting payments during periods when data communication lines are temporarily inactive. The system shall be capable of transferring transactions to the processing database after data communication lines are restored.

- 7.2.3 Contractor shall ensure that the cashiering system performs the following functions:
- 7.2.3.1 Retrieve information from the CPMS such as Citation status, vehicle history, and DMV inquiries.
 - 7.2.3.2 Print a detailed payment receipt in a form acceptable to the City. The receipt shall at a minimum display the Citation number, total amount paid, amount tendered and any change given, VLN, name of cashier processing the payment, and time and date of payment.
 - 7.2.3.3 Create a clear, auditable record of payments received including options for imaging of check or money order rendered at the customer service center.
 - 7.2.3.4 Process payments for Citations including single Citations, multiple Citations, and Citations on one or more VLN or VINs in an online, real-time environment.
 - 7.2.3.5 Payments received by mail shall be entered in the CPMS on the same Business Day.
 - 7.2.3.6 Process payment of Citations that have not yet been entered into the system.
 - 7.2.3.7 Identify whether payments were made in cash, by credit card, by check, or money order. Checks, money orders and cashier checks shall be photocopied and retained in the system in case the payment is applied to the wrong Citation, or a refund is required.
 - 7.2.3.8 Process City-imposed penalties and fees, including but not limited to returned (“bounced”) check fees due to insufficient funds.
 - 7.2.3.9 Produce a DMV abstract that satisfies DMV that the Citation has been cleared or suspended.
 - 7.2.3.10 Incorporate security and financial control measures including, at a minimum:
 - 7.2.3.10.1 Password security to gain access to the system
 - 7.2.3.10.2 Segregated cash out by operator
 - 7.2.3.10.3 Automatic check endorsement
 - 7.2.3.10.4 Separate totals for cash, check, money order and credit/debit card transaction
 - 7.2.3.10.5 Operator name or User ID, date, and time as a record for each payment or adjustment transaction
 - 7.2.3.11 Reconcile payment transactions, including:

- 7.2.3.11.1 The ability to balance monies received in a report that automatically generates a listing of the totals by method of payment.
- 7.2.3.11.2 The ability to balance out each cashier or workstation register with the receipts generated at the register as needed. Separate deposit preparation for each cashier prior to pick up.
- 7.2.3.11.3 The ability to research and resolve any deposit discrepancies within one (1) Business Day after the bank notifies Contractor of such discrepancies.
- 7.2.3.11.4 The ability to provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs.
- 7.2.3.12 Provide a clear auditable record of payments received. The audit trail shall include Citation number, payment date and time, payment amount, payment method, and the name or identify of the staff member who accepted payment and made the entry.

7.3 Lockbox Payment Processing

Contractor shall provide a lockbox payment system for public to send payments by mail. The accurate processing of mail-in payments is critical and directly affects subsequent collection actions, such as the application of late penalties, issuance of delinquent notices, and placement of registration holds at the DMV. The PO Box of the lockbox is required to be in California. The City prefers that it be located in San José. Contractor shall:

- 7.3.1 Receive and control the high volumes of mail. The number of payments received at the lockbox is roughly 36,000 payments per year. The number of pieces of mail/correspondence, other than payments, received at the lockbox is roughly 5,000 per year.
- 7.3.2 Batch and prepare documents for processing.
- 7.3.3 Process payments associated with Citations and notices, and process those items that cannot be routed through high speed automated processors on an exception basis.
- 7.3.4 Balance and reconcile all payments.
- 7.3.5 Update payment information to the system in real-time. All payment documents, including postmarked envelopes, received and processed shall be copied/scanned, digitized and stored for a minimum of five (5) years so as to be retrievable within one (1) Business Day of request. Checks, money orders, and cashier checks shall be photocopied/scanned and retained in the system in case the payment is applied to the wrong Citation or a refund is required.

- 7.3.6 Provide adequate levels of control, audit, and redundancy to ensure the accurate and timely receipt, processing, and update of mail-in payments. At a minimum, Contractor shall:
 - 7.3.6.1 Pick up mail from the Post Office and deliver to the Contractor's secured place of business by a bonded courier or bonded employee at least once each Business Day.
 - 7.3.6.2 Complete written procedures for batch counts that are verified to ensure an accurate starting record for control throughout processing.
- 7.3.7 Implement written procedures for the handling of the following:
 - 7.3.7.1 Any correspondence included with a payment
 - 7.3.7.2 Payments received without accompanying source documents, such as a Citation or delinquent notice
 - 7.3.7.3 Cash payments
 - 7.3.7.4 Payments that include adjudication requests
- 7.3.8 Copy payment documents and endorse and encode the payment documents with a unique control number for each Citation paid, including the date of processing and batch numbers.
- 7.3.9 Prepare funds for transfer to the City's financial institution in accordance with all required City policies and procedures. Funds are to be physically transferred by armored courier provided by the Contractor, subject to approval by the City.
- 7.3.10 Update payment data to the CPMS in real-time and deposit the payments to the City's financial institution within one (1) Business Day of collection from the Post Office.
- 7.3.11 Maintain responsibility for ensuring the integrity and security of City revenue throughout the entire processing procedure. All shortages or losses shall be reimbursed to the City by Contractor. Overages shall be researched and resolved in every case to the City's satisfaction. All overages shall be the property of the City.
- 7.3.12 Establish a completely reliable audit trail for all processing procedures.
- 7.3.13 Perform payment processing in a secure environment. At a minimum, physical security measures shall include:
 - 7.3.13.1 Locked doors to the payment processing facility, with restricted access.
 - 7.3.13.2 A safe, subject to approval by the City.
 - 7.3.13.3 Experienced supervisors for each function, as well as an experienced manager to oversee all operations.

8 ADJUDICATION SUPPORT

Under California state law (California Vehicle Code 40215), contesting a Citation is a three-level process. The City performs the Administrative Reviews (“Reviews”), first level, and contracts a Hearing Officer for the Administrative Hearings (“Hearings”), second level. The third level involves an appeal to the Santa Clara Superior Court. Contractor shall provide the ability for Customers to submit requests for Reviews and Hearings online, by mail, by phone, and via the OPV.

During the following fiscal years, the figures for contested Citations were as follows:

Level 1: For FY 2017/18, 3,365 Citations contested via mail and in-person; 5,102 contested Citations submitted online. For FY 2018/19, 3,688 Citations contested via mail and in-person; 5,799 contested Citations submitted online.

Level 2: For FY 2017/18, 318 Hearing requests submitted via mail for In-Writing Hearing; 423 Hearing requests submitted for In-Person Hearing. (**Note that the City does not currently accept online hearing requests.**) For FY 2018/19, 287 Hearing requests submitted via mail for In-Writing Hearing; 414 Hearing requests submitted for In-Person Hearing.

California state law mandates that a Citation be contested within twenty-one (21) calendar days of the date it was issued or fourteen (14) calendar days from the mailing of a notice of delinquent parking violation. State law also requires that a jurisdiction hold a Hearing within ninety (90) calendar days from the receipt of a request. For these reasons, Contractor shall provide a CPMS that accurately displays all dates to facilitate an ongoing assessment of the status of a contested Citation, including delivery of a notice of delinquent parking violation by first-class mail addressed to the Registered Owner as required by State law.

8.1 Review Processing

8.1.1 The CPMS shall provide the following capabilities related to the processing of Reviews and Hearings:

8.1.1.1 Allow reviewers to process Reviews either by accessing the pending Review queue or by license plate

8.1.1.2 Full access to all functions of the CPMS while utilizing the adjudication module, allowing Users to simultaneously access Citation and plate history, view correspondence and ticket notes, and all other records associated with the individual or vehicle

8.1.1.3 Ability to place a “hold” or “suspend” on the Citation payment deadlines pending Review

8.1.1.4 Ability to capture information describing the disposition following Review or Hearing, including denial or approval of the appeal, date and time of the Review, the person conducting the Review, and the reason for denial or approval of the appeal

- 8.1.1.5 A “comments” field for each VLN that shall allow both the first-level reviewers and the Hearing Officer to enter notes about a particular VLN
- 8.1.1.6 Ability to assign a decision or a pending status
- 8.1.1.7 Allow for an option of a deposit payment or a Hearing deposit waiver form for a Hearing to be applied to a Citation
- 8.1.1.8 If the Review is dismissed, a prefixed dismissal code to be entered and stored with the electronic case file. The system must be capable of automatically offsetting any refunds and applying the offset to any delinquent Citations on the record for the Appellant
- 8.1.1.9 Online, real-time updating of disposition at the time of a Hearing Officer’s decision, the hearing type (in-person or in writing), the Hearing date and any fines or fees due. The system shall also provide a complete audit trail of all information relating to each appeal and resulting disposition.
- 8.1.1.10 Daily batch processing and printing of decision letters and electronic image updated to file
- 8.1.1.11 Contractor shall scan and upload to the CPMS all adjudication requests received in hardcopy form.

8.2 Administrative Review (“Review”)

- 8.2.1 Contractor shall process requests for administrative reviews utilizing policies and procedures specified by the City for all contested Citations. Generally, the steps in processing an administrative review include the following:
 - 8.2.1.1 Perform an initial review of Citations based on guidelines provided by the City. Citations with missing critical fields or errors in critical fields should be submitted to the City on a form that lists the Citation number and the field that is either missing, incomplete, or incorrect. Designated City staff will review the request and decide whether the Citation can be dismissed. Citations that do not fall into the category as those missing critical fields or those having errors in critical fields shall be referred to the City staff through the online adjudication system via a paperless process for investigation.
 - 8.2.1.2 Contractor shall upload any available evidence to the CPMS to allow City staff to review the information electronically. All Citation information and photos shall be available directly through the CPMS, and all administrative review processes and options shall be made available via the CPMS conducted through a single interface.

- 8.2.1.3 Case files transmitted to City staff for investigation shall contain all relevant information including, but not limited to, copies of correspondence received from the Appellant, any notes or memos prepared by Contractor's staff which would be relevant to the City's investigation of the appeal. All normal processing shall be suspended during the period the Citation is under Review and the parking Citation information system so marked.
 - 8.2.2 At the conclusion of a Review, Contractor shall mail a notice explaining the results of the Review in sufficient detail so that the Appellant is able to understand why the Citation was upheld. The notice shall also explain the procedures that shall be followed if the Appellant wishes to contest the Citation through a Hearing. The form of the notice shall be subject to the approval of DOT. Notices shall be mailed no later than four (4) business days from the date of the decision.
- 8.3 Administrative Hearing (“Hearing”)
 - 8.3.1 Contractor shall provide sufficient staff to process all requests for Hearings, prepare case files with all City-specified documentation, and verify that the Appellant is eligible for a Hearing or whether special processing is required. City approval for special processing shall be followed for cases in which Citations have not been paid in full, where a request is made to waive the statutory prepayment requirement, where a hardship waiver is requested, or where the Hearing request is made after statutory time limits have expired.
 - 8.3.2 Contractor shall verify Citation status, including the disposition of the Review, whether the fine has been paid, and that the Hearing request is made within thirty (30 days) (which is in excess of the current statutory requirement of 21 days) following the mailing of the notice of the results of the Review. If the requirements are met, Contractor shall schedule the case for a hearing within statutory requirements (within 90 days of receipt of the request) and in accordance with all policies and procedures set forth by the City.
 - 8.3.3 Contractor shall prepare all documents related to a case and assemble the hard copy data into a case folder which shall be delivered to the hearing office at least two (2) weeks before the scheduled Hearing date. The contents of the case folder shall include, but not be limited to, a copy of the Citation and any photos attached to the Citation file, all correspondence letters and photos received and submitted as a part of the appeal process, any City administrative review investigation reports or photos, as well as any other documents related to the Citation which are on file.
 - 8.3.4 Hearing decision notices shall be mailed weekly but no later than seven (7) Business Days from the date the Contractor receives the decision from the City or the Hearing Officer. In addition to the reason provided by the

Hearing Officer for upholding or dismissing the Citation, the notice shall explain the procedures that shall be followed if the Appellant wishes to contest the Citation through the Civil Appeal process (Santa Clara Superior Court). The form of the notice shall be subject to the approval of the City.

8.4 Hardship Waiver/Installment Payment Plan

Contractor shall provide Appellants the ability to request a Hardship Waiver or Installment Payment Plan Application online, in writing, or via the Office of Parking Violations.

8.5 Citation Information

- 8.5.1 The CPMS shall allow Appellants to upload any available evidence including documents and photos so the hearing officer can review the information electronically. Contractor shall scan and upload to the CPMS all administrative hearing requests received in hardcopy form for access by City staff and hearing officer.
- 8.5.2 All Citation information and photos must be made available directly through the CPMS, and all adjudication processes and options shall be made available via the CPMS allowing all appeals to be conducted through a single interface.

8.6 Scheduling Feature

The CPMS shall provide a centralized, web-based scheduling feature that shall:

- 8.6.1 Have the capability of being modified in an on-line real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, and changes in City policies and procedures and State laws. At the direction of the City, the system shall be able to modify available hearing dates and times and adjust the number of available hearing slots.
- 8.6.2 Queue Hearing assignments and distribute the assignments based upon the availability of the Hearing Officer/reviewer. The system shall provide live monitoring of the Hearing schedule queue and the ability for the supervisor to manually assign a case(s), or batches of cases, to a Hearing Officer/reviewer.
- 8.6.3 Indicate the time of a designated hearing, the name of the individual requesting the Hearing, case/Citation number, license plate number (if applicable) and the violation code.
- 8.6.4 Be capable of providing an online system for Hearings via a paperless process should the City make the decision to move to accept online hearing requests. The System shall only allow qualified Citations to be contested. In addition, the City shall be able to set date and time parameters using the System so as not to allow for on-line requests to be submitted outside the City defined parameters and CVC.

8.7 Reports

- 8.7.1 Contractor shall provide daily, weekly, monthly, and yearly reports in the CPMS environment. Any ad hoc reports that the City cannot generate, shall be provided to the City at no additional cost within one (1) business day of request. The contractor then shall make the report readily available to the City from the CPMS environment at no additional cost to the City. Examples of the types of reports that shall be required include, but not be limited to: disposition by Hearing Office/Examiner, disposition by violation type, number of Hearings conducted in any given time period, collection rates, and reports detailing the average length of time of hearings. Activity reports shall be available in weekly and monthly summary reports or any other schedule specified by the Department. A complete list of the reports currently utilized by the City is shown in Exhibit A-1.3.
- 8.7.2 Contractor shall prepare, consistent with CVC Section 40200.3/subdivision (b), an audited report at the end of each fiscal year setting forth the number of cases processed and all monies received and distributed together with any other information specified by the City. The report shall be delivered to the City. Copies shall be available upon request to the City Auditor and the State and County Controllers.

8.8 Staffing

Contractor shall analyze Hearing workloads, staffing levels, and other related factors to make recommendations to the City on how to improve efficiency and workflow with the objective of reducing customer wait times and maximizing productivity in the Hearing office location.

8.9 Decision Letters

- 8.9.1 Contractor shall provide a flexible system to generate Review and Hearing decision letters, as well as other related correspondence, matching the action or decision associated with the Citation record activity.
- 8.9.2 All letters shall be automatically attached to the Citation record upon processing and the Citation record shall be updated with corresponding decision, date, and user.
- 8.9.3 All correspondences shall be tracked, retained and accessible for the associated case file.
- 8.9.4 The system shall provide a “pending and deny” status message.
- 8.9.5 The system shall have the ability to send, receive and track correspondences and associate these records with the electronic case file. The system shall be capable of generating reports listing the Citation numbers at various stages or times in the protest process so that the City can ensure reviews are conducted in a timely manner in conformance with the law. The system must be capable of identifying cases not yet adjudicated that are nearing statutory deadlines.
- 8.9.6 Contractor shall provide City with copies of current liable and not-labile letters. City shall have the ability to approve all letters and edit or add to

the Contractor's current liable and not-labile notices. City shall have the ability to customize liable and non-labile notice letters.

9 COLLECTION SERVICES

9.1 State of California Department of Motor Vehicles (DMV)

The DMV allows local jurisdictions to add the fine amount for unresolved parking Citations to the bill for annual vehicle registration renewal. This is called placing a "hold" on vehicle registration, and is an effective means of forcing payment of delinquent parking Citations. Contractor shall process all vehicle holds and releases, including but not limited to the following:

- 9.1.1 Provide and maintain an on-line interface with the DMV to place "holds" for unpaid parking Citations and to release the holds when a Citation is resolved, moved to FTB collections, or forced to be dropped per City-designated parameters. The information required by the DMV shall be automatically forwarded for the processing of registration holds and receipt of acknowledgment by the DMV. The process shall be completely captured in the parking Citation system.
- 9.1.2 Process and update the system for payment transactions associated with money collected by the DMV.
- 9.1.3 Release the registration hold at the DMV within twenty-four (24) hours of the payment or suspend transaction.
- 9.1.4 Report DMV hold rejects, including specifying when the DMV hold is rejected because of too many holds or when no registration is on file for two (2) years. The DMV will supply the reject code.
- 9.1.5 Update the system with any changes to the holds, including the most recent processing step in the hold cycle.
- 9.1.6 Prepare and monitor input and output reports of registration hold transactions with the DMV and correct any errors.
- 9.1.7 Prepare and file an itemization of parking penalties and service fees with the DMV.
- 9.1.8 Adhere to California Assembly Bill AB 503 which changed the ability to place a hold for those that apply and qualify for an installment payment plan.

9.2 Franchise Tax Board Interagency Intercept Collection Program

Contractor shall provide full interagency intercept capabilities compliant with the rules and procedures of the Interagency Intercept Collection (IIC) Program administered by the California Franchise Tax Board on behalf of the State Controller's Office.

- 9.2.1 Citations that have been issued within the last five (5) years to California license plates, have completed all specified processing and basic collection efforts, and have been either rejected or removed from DMV hold are eligible for collection through the IIC Program.

- 9.2.2 Annually, Contractor shall automatically review the parking Citation database and assign all Citations for FTB collections that meet all the following criteria:
 - 9.2.2.1 The Citation has been rejected or returned by DMV, and is unpaid.
 - 9.2.2.2 The Citation is on hold at DMV, and is still unpaid sixty (60) days after the expiration of the previous year's registration.
 - 9.2.2.3 The DMV has not returned Registered Owner information for the license plate associated with the unpaid Citation after at least four requests.
 - 9.2.2.4 The total Citation penalty amount is ten (10) dollars or more, or as specified by the IIC Program.
 - 9.2.2.5 If a Citation remains unpaid or partially unpaid and is five (5) years or less from the issue date in the year following the first collection effort through the FTB, Contractor shall resubmit to FTB.
- 9.2.3 Prior to sending a Citation to FTB, Contractor shall perform the following steps:
 - 9.2.3.1 Complete a forced drop from the DMV collections if the Citation has remained unpaid for a period of eighteen (18) months or more.
 - 9.2.3.2 Perform the necessary record searches in order to secure social security numbers and mailing addresses as needed for assignment of past due fines and penalties to the FTB.
 - 9.2.3.3 Sum the debtor's total, combining all fines, fees, and penalties from single Citations or multiple Citations.
 - 9.2.3.4 Mail an FTB-required collection warning letter (Pre-Intercept Notice) at least thirty (30) days prior to submitting the debt to FTP. Refer to the rules and procedures of the IIC Program for more information on the notice requirement.
 - 9.2.3.5 Have appropriate staff to respond to debtor questions about their accounts.
- 9.2.4 Contractor shall adhere to all data security and confidentiality requirements of the IIC Program including, but not limited to, safeguarding the confidential information transmitted to FTB through a secure environment, following confidentiality guidelines, and ensuring all information provided by FTB is safeguarded.
- 9.2.5 Contractor shall add the agreed upon percentage for the FTB collections fee to the Citation with the line item identifying the "FTB Collections Fee".

- 9.2.6 The FTB sends the City reports of FTB payments with the Social Security Number, Taxpayer Name, Account/Case Number, and amount collected. The City will provide these reports to Contractor. Contractor shall then update all records in the CPMS according to the payments received.
- 9.2.7 Contractor shall provide a refund request form to taxpayers if they indicate that they did not own the vehicle at the time of the Citation or that the Citation was already paid prior to the collection by the FTB. If the person requesting the refund request claims that he/she did not own the vehicle at the time of the Citation, Contractor shall contact the DMV for ownership information as of the date the Citation was issued and attach that information to the "Request for FTB Refund" form submitted to the City.
- 9.2.8 Contractor shall be compensated an FTB Special Collection Fee based on the Contractor-specified percentage of the amount collected after mailing of the FTB Pre-intercept Notice. The percentage of the FTB Collection Fee shall be based solely on the base Citation amount and late fees. Contractor shall not add in the FTB Collection fee when determining the fee which they shall invoice.
- 9.2.9 When refunds are approved and paid by the City, the City shall notify the Contractor on a monthly basis of the Citation numbers and FTB refund \$ amount. Contractor shall report within the monthly invoice the number of FTB refunds, the total dollar amount of these refunds. Contractor shall adjust the monthly Invoice and refund the City the FTB collection fees related to the refunds that were issued during the month.
- 9.2.10 Contractor shall provide documentation that describes in detail all the steps to identify and submit accounts to FTB including but not limited to: qualifying accounts, retrieving social security numbers, verifying that the received information is accurate, performing quality control processes to eliminate erroneous submittals to FTB, and processing of investigations and customer complaints. This documentation shall be reviewed and approved by the City prior to implementation by Contractor.

9.3 Scofflaw Collections

California Civil Vehicle Code 22651.3 provides the authority for the City to pursue a scofflaw collection. Contractor shall provide the following to provide and maintain a scofflaw collection program as required by the City and compliant with CVC 22651.3.

- 9.3.1 Contractor shall maintain and update scofflaw files by VLN on a daily basis.
- 9.3.2 Contractor shall automatically download from the database to the Handheld Ticket Writer summarizing by VLN those license plates that meet the criteria as having five (5) or more unpaid Citations.
- 9.3.3 Contractor shall monitor and execute all aspects of a scofflaw collection, including sending notices to violators, having appropriate staff to respond to questions from parking violators about the collection, accepting payments, and updating the Citation database.

9.4 Special Collections

Citations that remain unpaid after all the specified processing and collections efforts are completed shall be assigned for special collections. These special collections accounts generally result from such things as anomalies in the DMV registration system, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the DMV, and other similar situations. Contractor shall maintain and provide a special collections program as required by the City.

9.4.1 On a monthly basis, Contractor shall review the parking Citation database and assign all Citations that meet any of the following criteria for special collections. The City reserves the right to amend the criteria as needed to maintain an efficient special collections program.

9.4.1.1 DMV Hold Rejects/Returned Transfers: Any unpaid Citation where the request for DMV hold was rejected or where the DMV hold was released after transfer of ownership information has been obtained from DMV.

9.4.1.2 Aged DMV Hold: Any unpaid Citation that is on DMV hold and still unpaid sixty (60) days after the expiration date of the previous year's registration.

9.4.1.3 Out-of-State Unpaid: Any unpaid Citation on an out-of-state license plate (i) that remains unpaid thirty (30) days after the date of issuance; and (ii) where a Registered Owner information has been obtained and a delinquent notice mailed to the Registered Owner.

9.4.1.4 Returned Mail: Any unpaid Citation whose final notice has been returned by the Post Office as undeliverable.

9.4.1.5 Registered Owner Information: Any unpaid Citation associated with a license plate for which no Registered Owner information has been returned from the DMV after at least four (4) requests have been made in two-month intervals.

9.4.1.6 Declaration of Non-Ownership: Any unpaid Citation issued to a vehicle for which (i) a declaration of non-ownership has been received; and (ii) forty-five (45) days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.

9.4.1.7 Lessee/Rented Vehicles: Any unpaid Citation issued to a leased or rented vehicle where forty-five (45) or more days has elapsed after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

9.4.2 Contractor shall adhere to the City's basic processing requirements as follows:

9.4.2.1 Contractor shall mail a minimum of two (2) notices of delinquency for each unresolved Citation, as well as special

notices approved by the Director, including notices for partially paid Citations. Currently, in accordance with statutory requirements, a notice of delinquent parking violation is mailed thirty (30) days after issuance of a Citation. If the Citation remains unpaid, a courtesy advisory of pending vehicle registration hold (not required by statute) shall be mailed thirty (30) days after the first notice.

- 9.4.2.2 Contractor's notice program shall be flexible and able to accommodate time-based as well as criteria-based selection variables to generate a specific type of notice. Examples of such criteria are: Citation age, suspend status, and returned mail status. The Contractor shall obtain prior written approval by the Director for the original form and any revisions to language in the notices, notice layouts, or to noticing criteria.
- 9.4.2.3 Contractor shall not litigate or compromise any undisputed debt for less than its full value. Contractor shall submit any disputed amount to the City for review, research, and decision.
- 9.4.3 The basis for the special collections fee shall be based on a percentage of the original Citation amount and late fees, and shall not include the DMV hold fee or the added collection fees collected. Contractor shall assume all costs related to special collections with the exception of the per-account FTB service fee charged by the FTB to the City. Regardless of the special collection efforts of Contractor, City shall not pay a special collection fee for Citations collected as a result of:
 - 9.4.3.1 Collection efforts of the DMV, i.e., all Citations paid at the DMV. The DMV fee is added to the citation corresponding to the vehicle registration that the DMV places a hold on, with the DMV paying the City directly for all citations paid at the DMV, and the fee being deducted from the revenue sent by the DMV to the City.
 - 9.4.3.2 Dismissals by the City or the Santa Clara County Superior Court.
 - 9.4.3.3 Special collection efforts, e.g., when no collection activity has occurred within the twelve (12) months preceding payment for Citations, or where notices have been returned by the Post Office as undeliverable. Note that skip tracing attempts are special collection efforts that shall comply with City requirements and adhere to City-defined criteria.
 - 9.4.3.4 Notices sent during the period of time between the date of issuance and confirmation of a DMV hold.
 - 9.4.3.5 Citations collected through the scofflaw process.
 - 9.4.3.6 Overpayments shall not have any fees attached by the Contractor. For example, a Citation is assigned to special

collections processing and paid then another payment is applied resulting in an overpayment, the Contractor shall not charge any fees for the overpayment.

10 FINANCIAL PROCESSING

10.1 Inspection of Records

The City shall have the right to inspect Contractor's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all correspondence, subcontractor files, reports, and any other documents relating to the performance of this contract shall be open to inspection and subject to audit and/or reproduction by the City, City auditors, City attorney, or designees of the City as necessary to adequately permit evaluation and verification of Contractor's compliance with contractual provisions.

10.2 Financial Reconciliation

- 10.2.1 Contractor shall reconcile all monies collected and for any and all cash overages and shortages at the end of each Business Day. Payments and funds shall be reconciled daily before preparation and transported to City's designated financial institution. Cash overages and shortages of any amount shall be investigated, reported to City, and resolved within one (1) Business Day of the deposit date. Contractor cannot net out overages and shortages. Overages are deposited to the City, and Contractor shall reimburse City daily for any shortages.
- 10.2.2 All monies and receipts deposited to City's bank accounts shall be balanced to revenue distribution reports based upon the Citations paid and fees collected as reflected on Contractor's CPMS. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets, batches, and databases. A written record of any such problems should be noted on the reconciliation worksheet. Contractor shall provide City the reconciliation and balancing reports that are approved by City staff.
- 10.2.3 Contractor shall provide a daily report on revenue distribution that is balanced to the cashiering system totals each day from all transactions that include the detailed breakdown by terminal and cashier and then identify types and categories of payments processed including but not limited to customer service center, mail-in payments, hearing deposits, credit/debit card, and web payments.
- 10.2.4 All categories of payment types are to be balanced, including but not limited to check, credit/debit card, DMV, FTB payments, and special collections.
- 10.2.5 Contractor shall be required to perform and monitor all financial corrections and adjustment transactions that are applied to the CPMS and based upon the individual needs of the Customer. These include application of funds from one Citation to another and/or adjustments. Full

documentation shall be created and filed to provide complete financial control over all exception processing.

- 10.2.6 Contractor shall provide on a 24-month cycle a copy of Contractor's most recent SSAE 18 Audit Report. If the report does not cover the previous 24 months, the Contractor shall provide the report along with a bridge letter to cover the period between reports.
- 10.2.7 The CPMS shall allow the input of financial adjustment transactions, such as returned checks, credit card chargebacks, or refunds. The adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a Citation or reopening a Citation. The system shall automatically generate, track (within the CPMS) and send appropriate notification letters to the appropriate party advising of any such adjustments. Financial adjustments shall be displayed by User ID on the report of daily revenue distribution.

10.3 Transaction Accounting

- 10.3.1 Contractor shall reconcile all transactions updated to the database based upon the individual needs of City. Contractor shall produce a daily cashier balancing report by individual cashier and in aggregate that balances the total number of transactions in a given day, including but not limited to Citations updated, parking Citation payments, payments held in suspense, corrections, administrative hearings and dispositions, updated name and address information, returned mail, and DMV or FTB processing. Any discrepancy amount shall be reported on an individual cashier basis by the type of transaction showing the correct system data and the cashier input amount.
- 10.3.2 Contractor shall reconcile new Citations added to the database through all stages of processing, including initial receipt from City, batching for data entry, subsequent processing, and update to Contractor's CPMS. Contractor shall submit daily transaction reports to reconcile any correspondence processed by Contractor's staff, especially Citation suspensions. Contractor shall provide reports that City deems necessary for validation and in response to requests for information. Contractor shall monitor and supervise all actions taken by Contractor's staff.

10.4 Returned Check Items

- 10.4.1 City will notify Contractor of returned checks, and Contractor shall make adjustments and/or reverse payment transactions for returned check items. The CPMS shall have the ability to identify returned check items, including allowing transaction notes to be entered and returned check fees to be added to the outstanding fines or waived. City shall be able to view both credit and debit adjustments within the same window.
- 10.4.2 Contractor shall notify the Registered Owner or responsible party, advising them of the consequences and penalties of the returned check based upon the individual rules established by the City.

10.5 Auditing by Contractor

- 10.5.1 Contractor shall perform on a monthly basis a random sampling (based upon the percentage of transactions to be mutually negotiated with the City) of correspondence and suspense transactions to review against system processing to determine accuracy and compliance with hardcopy documentation. Special attention is required for those items that result in the permanent cancellation of a Citation.
- 10.5.2 Contractor shall report findings to City via email on a monthly basis, preferably with a trend comparison report. Contractor shall confirm manually entered data from the parking Citation database against the information entered on the original Citations. If Citations are imaged, the quality of the reproduced image shall also be verified for readability and if necessary, re-imaged.
- 10.5.3 Contractor shall develop a procedure and have it approved by City for random monitoring of phone calls to check the information and instructions given out by Contractor's staff for accuracy and customer service.
- 10.5.4 All transactions entered into the system shall have an audit trail, which at a minimum shows the date and time of the transaction, the name or identification of the person who entered the transaction, and the appropriate processing codes. This information shall be accessible in real-time mode.

10.6 Financial Adjustments

Contractor shall process various financial adjustments and update the CPMS to accurately reflect Citation status. Contractor shall research overpayments and payments applied in error, perform the necessary financial adjustments, allow the ability to transfer paid amounts between two Citations if required, and provide for refunds through the City in accordance with California law or City policy. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in, and online payments.

10.7 Refund of Overpayments

- 10.7.1 The CPMS shall identify and support the refunding of overpayments, duplicate, or multiple payments based on criteria established by the City, including:
- 10.7.2 Automatically identify overpayments at the VLN level exceeding a set period of time and excluding certain status/categories of Citations as defined by the City.
- 10.7.3 Apply any overpayment to any open Citations at the VLN level.
- 10.7.4 Designate, at the transaction level, where the overpayment was moved from and where the overpayment was moved to, for the Citation being paid. There shall be a record at both ends of the transfer (origin and destination).

- 10.7.5 For a Citation where a balance remains after reapplication, mail an auto generated refund verification letter to plate level address and indicate on the Citation record that a letter was sent.

11 REPORTING

11.1 Management Reports

- 11.1.1 Contractor shall provide flexible management reports for data analysis and oversight of Contractor's system to the satisfaction of the City. Contractor shall provide reports that include but are not limited to the following areas:
- 11.1.2 Program management
- 11.1.3 Performance standards
- 11.1.4 Operational statistics
- 11.1.5 Revenue and financial reporting
- 11.1.6 Management summary
- 11.1.7 Transactional reports
- 11.1.8 Reconciliation reports
- 11.1.9 Contract compliance
- 11.1.10 Management Reports

11.2 Standard Reports

- 11.2.1 Contractor shall, through the CPMS, provide the City the following daily, weekly, and monthly reports as required by City:
- 11.2.2 Financial Reports – These reports shall include payments and totals, number of payments received, number of Citations processed, revenue received, form of payment, processor, batch number, breakdown of payment type, and adjustment for bad checks and total. Monthly financial reporting shall include number of payments received, dollar amount received, notice date, transaction date (record update), Citation number, partial payments, refunds deducted, aged revenue, and fine/penalty breakdown. The Revenue Distribution Report (RDR) shall be tailored to allocate all parking revenue to the City, other issuing agencies, and the state as specified by the City
- 11.2.3 Update Reports – These reports shall include the types of records updated, total records updated, and reconciliation of errors. In addition, transaction edit reports, production control reports, and workstation operator productivity reports shall be generated as requested by the City.
- 11.2.4 Registry Reports – These reports shall include counts, rejects, and detail on submitted and returned DMV requests for Registered Owner information

- 11.2.5 Citations Issued Reports – These reports shall include Citations issued by the City, issuing officer, area, and detail regarding the monetary value of Citations issued and amounts paid
- 11.2.6 Citation Dismissal Reports – These reports shall include Citations dismissed by the City, issuing officer, and violation type
- 11.2.7 Administrative Dismissal Reports – These reports shall include Citations dismissed by category, and CSRs and Hearing Officers
- 11.2.8 Administrative Hold Reports – These reports shall include Citations that have been suspended by category, issuing officer, customer service representatives, and Hearing Officers, and Citations added and deleted by category
- 11.2.9 Notices Mailed Reports – These reports shall include notices mailed by type and total mailed by type
- 11.2.10 Correspondence Reports – These reports shall include previous correspondence (beginning backlog), total pieces of correspondence received, total pieces of correspondence processed, remaining correspondence (ending backlog), and, any unresolved correspondence.
- 11.2.11 Customer Service Call Center Report – These reports include total number of incoming calls; total number of calls processed; total number of calls handled by the automated voice response system; total number of calls handled by customer service representatives; total number of calls disconnected as a result of a public "hang up"; total number of calls disconnected due to failure of the Contractor's system; percentage of incoming calls completed; and average wait time per call.

11.3 Ad Hoc Reports

- 11.3.1 Contractor shall provide City staff the capability to run Ad-hoc reports through access to the system in real time. This report capability shall include, but not limited to the following:
 - 11.3.1.1 Citation issuance by violation
 - 11.3.1.2 Citation issuance by location
 - 11.3.1.3 Citation issuance by issuing officer
 - 11.3.1.4 Citation issuance by date and time (hour)
 - 11.3.1.5 Collection rate by violation
 - 11.3.1.6 Any combination of the above criteria
- 11.3.2 Within one (1) Business Day of City's request, and at no cost to the City, Contractor shall design and make available any required management reports, standard reports, and ad-hoc reports to include but not limited to the reports listed above.

- 11.3.3 Contractor shall provide timely modifications and enhancements that shall include changes to the existing formats and content of the reports, at no additional cost to the City.

11.4 Additional Reporting Requirements

The CPMS must be flexible enough for Users to modify standard report parameters and search and export criteria.

To take full advantage of its parking-related data and to provide advanced data analytics capabilities, the City has hired Smarking, a software company that specializes in working with transaction- level parking data. Upon the City's request, and at no cost to the City or Smarking, Contractor shall provide all required data to Smarking in order to enable Smarking to provide the City with the requested data analytics. The City reserves the right to request up to 25 additional reports from Contractor at Contractor's expense and at no cost to the City. Upon the City's request, Contractor shall provide the City a proposed report format and shall make the report available to the City within fifteen (15) Business Days after City approval of the report format unless the parties agree to a different time schedule.

12 PERFORMANCE REQUIREMENTS - PARKING CITATION PROCESSING, COLLECTIONS, CUSTOMER SERVICE

Contractor must meet the performance requirements described below to obtain the applicable base rate of compensation.

Performance Objective	Performance Standard
Payment posting	All payments shall be posted by the Contractor within twenty-four (24) hours of receipt and no later than the end of the following Business Day. This is subject to on-site verification by City personnel.
Process new Citations	Handwritten Citations shall be entered into the CPMS within two (2) Business Days of their collection from the City. Those Citations that do not successfully update shall be reviewed and resubmitted for update processing within one (1) additional Business Day. Citations issued on the handheld ticket writers shall be entered into the CPMS within one (1) Business Day of issuance.
Accuracy	Contractor is required to maintain a 97% level of accuracy for each day's data entry for both new Citations and payments. Contractor shall establish an acceptable procedure for the prompt identification and correction of data entry errors.
Deposit of Monies	All monies received by Contractor shall be transported by armored carrier paid for by the Contractor and approved by the City for deposit to the City's designated financial institution within twenty-four (24) hours or no later than the end of the next Business Day.

Performance Objective	Performance Standard
Reconciliation of Monies	Contractor shall reconcile all monies collected and for any and all cash shortages at the end of each Business Day. Payments and funds shall be reconciled daily before preparation and transport to the City's designated financial institution. Cash overages and shortages of any amount shall be investigated, reported to the City, and resolved within one Business Day of the deposit date. Contractor shall reimburse the City each month for any accumulated shortages.
Accountability	Contractor shall be accountable for all Citations that are misplaced or lost by Contractor.
Call Completion Rate	96% call completion rate per day shall be maintained. An incomplete telephone call is defined as a call terminated by an individual after sixty (60) seconds have elapsed from the time that the call is received in the system.
Call Wait Time	The average "caller wait time" shall not exceed two (2) minutes.
Wait in line	The Customer wait in line at the customer service walk-in facility shall not exceed ten (10) minutes. Contractor shall monitor to ensure that this service requirement is being met. The City may conduct random on-site audits without notice.
Correspondence Requirements	The correspondence unit shall complete initial processing of 96% of all correspondence received within one (1) Business Day.
System Availability	Contractor shall repair or correct any such malfunctions and errors which impact the collection of revenues by the City within 48 hours of receipt of notice from the City.
Customer Service Walk-In Facility	If, after initial City approval of a cashiering location, the office is found to be in a substandard condition as determined by the City, the City shall notify the Contractor in writing giving ten (10) days for the condition to be corrected.
System Hardware Replacement	Contractor shall repair or replace, within one (1) Business Day, Contractor's system hardware, personal computers, network hardware, and printers which fail to perform, in accordance with the specifications set forth in the scope of work. Contractor shall further agree to establish a backup connection within sixty (60) minutes of receipt of notification from the City that any data circuit is inoperable.

- 12.1 DOT staff will monitor the performance of the contract as well as the Contractor throughout the term to help ensure that desired outcomes are achieved. Additionally, the City Auditor's Office may perform financial and performance audits.
- 12.2 Contractor shall provide the City with appropriate management reports for monitoring service levels. The frequency of these reports shall be as requested and approved by the City.

- 12.3 In the event that Contractor cannot meet the performance standards set forth in the above table, liquidated damages shall be assessed against the Contractor at amounts that shall be mutually agreed upon by the City and Contractor.

13 ARCHIVING OF ELECTRONIC PARKING CITATION DATA

The State of California statute of limitations on Citations is five (5) years from the date of issuance of the citation to a VLN. The CPMS shall provide the following processing capabilities:

- 13.1 Remove Citations from the active database that are closed, but allow closed Citations that have not reached the five-year anniversary to be easily retrieved. All archived data shall be maintained so that it may be retrieved for management reporting and auditing purposes.
- 13.2 Indicate whether VLNs in the current database have additional Citations that have been archived.
- 13.3 Capable of restoring archived records to the current database within seven (7) Business Days after receipt of a request from the City.
- 13.4 Electronically archive any Citation that is more than five (5) years old, whether or not it is resolved, from the current parking citation database. The only exceptions are Citations that are the subject of civil litigation which began before the five-year anniversary. In these cases, the Citations cannot be archived until the City notifies the Contractor that the litigation is resolved.

14 DOCUMENT STORAGE AND RETRIEVAL

- 14.1 Contractor shall retain all handwritten Citations for five (5) years from the date of issuance. Contractor shall retain the original citation documents at the OPV for a minimum of six (6) months. After six (6) months, Contractor can store the Citations offsite as long as they can be retrieved with one (1) Business Day upon the request of the City.
- 14.2 Contractor shall store all documents relating to its operation for the City for a minimum of five (5) years. Stored documents shall need to be retrieved for supporting evidence for financial adjustments, citation corrections, complaint resolution, and as evidence during the adjudication process at no cost to the City. Contractor shall bear any and all costs related to the retrieval of documents.

EXHIBIT A-1.2

HANDHELD CITATION ISSUANCE SYSTEM (HCIS) REQUIREMENTS

1 HANDHELD CITATION ISSUANCE SYSTEM (HCIS)

As a subsystem of the CPMS, the HCIS shall meet or exceed the following requirements:

1.1 Handheld Overview

- 1.1.1 Contractor shall deliver a turnkey solution. As such, Contractor shall deliver all equipment required for the operation of the handheld devices, including printers, chargers, keyboard options, batteries, base stations, device cases, belt clips, shoulder straps, vehicle chargers, and customized paper rolls. The City, at its sole discretion, shall select the combination of handheld devices and all other peripherals and accessories to use.
- 1.1.2 Contractor shall deliver and set up all devices and integrate the necessary handheld hardware and software components with the CPMS. Contractor shall also supply all required ticket stock and all miscellaneous supplies that are necessary for the citation issuance system operation.
- 1.1.3 Contractor shall include a wireless data plan for all devices, and shall assume responsibility for all needed integrations with the proposed software, hardware, and service providers. Contractor shall also provide full support for the proposed hardware and software in addition to comprehensive training.
- 1.1.4 Contractor shall recommend the optimal number of spare units and other equipment, devices, and accessories to support sixty-five (65) handheld units. Contractor shall maintain, service, warranty, and support for all Contractor-provided equipment for the term of the agreement. Warranty support shall cover all hardware and software components. Contractor shall provide on-going technical support and problem solving as needed throughout the term of the agreement.
- 1.1.5 The City currently uses Samsung Galaxy S8 Active handhelds paired with TSC Alpha-3R printers. Note that Contractor shall deliver a solution consisting of two separate units (apart from the ancillary devices): the handheld and the printer. All-in-one solutions, with the handheld and printer comprising one single unit, will not be considered.

1.2 Hardware Requirements

1.2.1 Handheld Technical Requirements

- 1.2.1.1 A smartphone-based unit that has wireless capabilities including Wi-Fi and data communication utilizing, at a minimum, 4G and LTE services.
- 1.2.1.2 Built-in GPS
- 1.2.1.3 Built-in Bluetooth using the latest BT standards

- 1.2.1.4 Minimum 4.7 inches HD or higher display screen. Highly visible in various light conditions. Vendor may propose options for larger display screens.
- 1.2.1.5 8 MP or higher color camera
- 1.2.1.6 High CRI LED Flash or equivalent
- 1.2.1.7 Light sensor to automatically activate the Flash in poor lighting conditions.
- 1.2.1.8 Expandable Memory and SIM Card
- 1.2.1.9 3GB or higher RAM
- 1.2.1.10 32GB or higher storage capacity
- 1.2.1.11 64-bit, 1.85 GHz or higher processor speed
- 1.2.1.12 Capable of reading barcodes
- 1.2.1.13 Fast charging capabilities (Vendor shall propose options for wired and wireless charging.)
- 1.2.1.14 Scratch, dust, and water resistant
- 1.2.1.15 A lithium ion rechargeable battery that is capable of operating, on a single charge, at least 9 hours while in scan-send data mode
- 1.2.2 Printer Technical Requirements
 - 1.2.2.1 Direct thermal printer
 - 1.2.2.2 Printer shall be a separate unit
 - 1.2.2.3 Bluetooth-ready using latest BT standards to allow, both, the handheld device and printer to communicate wirelessly
 - 1.2.2.4 High duty cycle printing
 - 1.2.2.5 Use 2.25" or 3" paper stock
 - 1.2.2.6 Ruggedized, liquid, and dust resistant. Printer shall withstand repeated drops to concrete from 6'
 - 1.2.2.7 Paper roll size enough to print a minimum of 100 Citations
 - 1.2.2.8 203 dpi resolution or higher (8 dots per mm)
 - 1.2.2.9 Weight not to exceed two (2) pounds
 - 1.2.2.10 Battery capacity of 4900 mAh or higher
 - 1.2.2.11 Easy-to-read LCD to display battery and wireless status
 - 1.2.2.12 Minimum of 512 MB Flash memory with 64 MB available for user storage
 - 1.2.2.13 Capable of operating under extreme weather conditions (-4 to 131 degrees Fahrenheit)

- 1.2.2.14 Support printing of text, barcode, or graphics
- 1.2.2.15 Dual sided tear bar which allows for clean tear in either direction

1.3 Handheld and Printers Accessories

- 1.3.1 Contractor shall provide charging options including charging stations for both the handheld unit and the printer. This shall include the delivery of charging cradles for both handheld devices and printers. The proposed options shall take into consideration ease of use and efficiency. The charging options shall include AC and DC options in case the units need to be charged inside a vehicle.
- 1.3.2 Contractor shall deliver accessories, to protect the handheld device so it can withstand repeated drops and improve its resistance to scratches and liquid spills.
- 1.3.3 Contractor shall deliver belt clips and shoulder straps for both the handheld units and the printers.
- 1.3.4 Contractor shall provide vehicle and bicycle charging and mounting options for the handheld and the printer.
- 1.3.5 Contractor shall supply multiple-slot charging cradles that shall hold and charge all sixty (65) handhelds simultaneously and facilitate full recharging of units within four (4) hours or less. Wireless charging options shall be provided if available.

1.4 Handheld Software Requirements

- 1.4.1 Issue a Citation number that is unique and that does not duplicate any Citation number that exists in any of the handheld devices or in the entire Citation database.
- 1.4.2 Utilize user authentication requiring username and password before allowing access to any module or software on the handheld device.
- 1.4.3 Provide integrated wireless capability through 4G, LTE, and 5G to upload the issued Citation in real-time to the CPMS as soon as the PTCO completes writing the Citation. In case of communication failure, the handheld shall allow the user to issue Citations in offline mode and then transmit the Citations to the database as soon as communication is restored. In case of hardware failure, the handheld shall have a built-in process to recover and transmit the Citations at a later time.
- 1.4.4 Allow user to take and upload up to five (5) photos per Citation using the device. The photos shall become part of the Citation record.
- 1.4.5 Prevent user from issuing a Citation unless photos are taken for specific pre-defined violations.

- 1.4.6 Integrate LPR technology to allow user to populate the VLN by using the camera instead of entering it manually. The handheld shall allow user to check and override entry if needed.
- 1.4.7 Support entry of all Citation data including but not limited to: VLN, VIN or last 4 of VIN, vehicle make/model/color, location in a form of facility name, address or across from an address, registration expiration month/year, state of license plate, violation code, meter number, issuing department or unit, badge number of issuing officer, internal notes that can only be viewed by City, and external notes that shall be printed on the issued Citation.
- 1.4.8 Be configurable so that the City can determine which data entry fields are required before a Citation is issued.
- 1.4.9 Provide a GUI environment for data entry and display. Features like drop-down menus, check boxes, tabs, and other graphical interfaces which simplify and speed up data entry shall be integrated into the handheld software.
- 1.4.10 Have a fully integrated electronic tire-chalking capability. Contractor shall describe how this functionality works. The capability shall include chalking vehicles in different time zones, audible and / or visible alerts of expiring chalk times, and the ability to track multiple time zones at the same time.
- 1.4.11 Auto-populate the following fields of information: Citation Number, Violation Name, Issue Date, Issue Time, and GPS location.
- 1.4.12 Display all Citation data entered and allow the data (any field) to be edited or modified during the Citation process up to the actual printing of the Citation.
- 1.4.13 Allow User to cancel a Citation in progress prior to printing the Citation. Note that the City considers a Citation to be complete only after it is printed. A PTCO's ability to void a Citation is limited to the last Citation issued by that particular PTCO. Citations that are canceled should not be tracked as voided Citations, with the latter solely being those voided by a PTCO.
- 1.4.14 Reprint an issued Citation containing all the original Citation data, including date and time. The reprint must contain a note on the Citation that it is a reprint of an original Citation.
- 1.4.15 Upon entering a VLN, provide an automated, real-time scofflaw status check, and if found, display the number of outstanding Citations and amount due. Scofflaw status check should be on/off capable. Based on a single criterion or multiple criteria defined by the City, the handheld unit shall notify the user of a scofflaw after a license plate number is entered into the handheld unit. The option to display or not display the scofflaw information to the user will be controlled by the system administrator with a toggle on/off option.

- 1.4.16 Allow user to void last Citation issued, requiring that user to enter a valid void code and comment/notes. This requirement is intended to allow officers to void the last citation issued, giving them the flexibility to void a citation if the driver of a vehicle corrects the violation before the officer moves on to writing another citation.
- 1.4.17 Provide the option to issue a warning notice. Citations must show as “Warning.”
- 1.4.18 Provide the option to issue a drive-away Citation and note “Drive Away” on Citation.
- 1.4.19 Prevent a Citation from being issued unless at least one photo is taken and linked to the Citation.
- 1.5 Handheld Unit Backend System Requirements
 - 1.5.1 Password-protected access by authorized City staff.
 - 1.5.2 Support all the functionalities and features described under the Handheld Software section above.
 - 1.5.3 Support the creation of customized tables/lists including but not limited to scofflaws, VIP lists, Vehicle Abatement Service Requests, Prior Warnings List, Permit List, Paid Meters List, and Canned Comments. The system shall be able to transfer the tables/lists to all handhelds on a defined schedule or when the tables/lists are updated. Contractor shall develop other specialized tables/lists as requested by the City at no additional cost to the City.
 - 1.5.4 Capable of utilizing geotagging and bread crumbing to track handheld devices, issued Citations, and other activities. The system shall also have functionality to monitor these activities in real time and generate related reports.
 - 1.5.5 Capable of providing heat maps based on different criteria, including but not limited to specific violation, issuing officer, or route within a specified time frame.
 - 1.5.6 Produce a voided ticket audit trail and allow authorized users to view the Citations in real time.
 - 1.5.7 Provide access to designated City staff to have the ability to query voids by badge number, date, time and other ad hoc fields that will allow the performance monitoring of PTCO staff.
 - 1.5.8 Contractor shall provide management reports on individual officer, beat, and enforcement area activity using information collected by the handheld ticket writers.
 - 1.5.9 Produce Daily Activity Report (DAR) with feature capabilities, including but not limited to: input shift details, log breaks and lunch times, drop down menus for service categories, statistical reporting to identify types of duties being completed and associated time for completion. Ability for

PTCOs to print their DARs at the end of a shift. DARs shall automatically be saved to the system for review by designated City staff.

- 1.5.10 Ability to use push notification on the handheld to dispatch and track PTCO service calls and capture the activity in the DAR.

1.6 Vehicle Abatement System

The CPMS shall allow the City's Vehicle Abatement System (Unity/Salesforce) to upload to the handheld ticket writers the list of pending vehicle abatement service requests and their status. The uploaded list shall integrate with the handheld software to notify the user of the current status when a license plate number is entered.

EXHIBIT A-1.3

LIST OF REQUIRED REPORTS PARKING CITATION PROCESSING MANAGEMENT SYSTEM AND PROCESSING SERVICES

Folder/Sub Folder	Report Name	Brief Description
Activity Reports	Activity by Disposition by Issue Date	Voided Citations by Issue Date
	Activity by Disposition by License	Voided Citations by License Plate
	Activity by Location by Dept	By Location, detailed
	Activity by Officer by Dept Detail	Detail by Department
	Activity by Officer by Dept Summary	By Department
	Activity by Officer by Disposition	Voided Citations
	Activity by Officer Summary	Officer Issuance, for entire fiscal year
	Activity by Violation by Dept Detail	By Officer, detailed by violation
	Activity by Violation by Dept Summary	Violation code, by Department
	Citations Issued-Manual and Automated	Officer Report - Manual, Automated, VIN information, Images, Comments
	Daily DMV Name Inquiry Errors	Errors returned from license plate inquiries at the DMV
Administrative Adjudication	Administrative Adjudication Summary	Summary of Administrative Correspondence for the entire fiscal year
	Administrative Hearing Refunds	List of hearing results where a refund is due
	Administrative Reductions	Citations reduced for handicapped violations
	Hearing Results by Violation	Results of Administrative Hearings, shown by violation code
	Initial Review Refunds	List of initial review results where a refund is due
	Outstanding Initial Review Requests	Citations that are past the due date to be reviewed
	Permit Reductions	Citations reduced for permit violations
Billing	Administrative Adjudication Services	Count of Administrative Correspondence sent out for the month
	Citations Processed	Citations received and processed during the course of the month
	FTB Intercept Payments	Payments received by the FTB, for the current month
	FTB Pre-Intercept Notice Payments	Payments received from FTB notices for the current month
	Special Collection Payments	Payments from citations in the Special Collection process
	Out of State Collected	Payments received from Out-of-State special collections

Folder/Sub Folder	Report Name	Brief Description
Citations	Aged Citations Outstanding	Outstanding citations by the past year
	Citation Removals	Citations over 5 years old, removed from the database
	Citations Issued by Violation	Citations issued by violation code for the current fiscal year
	Dismissals by Officer	Citations dismissed by officer while in the field
	DMV RO Monthly Hit Rate for All States	Counts for successful name retrieval
	DMV RO Monthly Hit Rate for California	Counts for successful name retrieval - California only
	DMV RO Monthly Hit Rate for Non California	Counts for successful name retrieval - Non California
	Make Mismatch by Officer	Make Mismatches for current month, sorted by officer
	Payments Received by Violation	Payments received by violation for the current fiscal year
Civil Judgements	Civil Judgement Payments	All payments received from Civil Judgments
Financials	Credit Card Postlog By Day	Credit Card payments, count and amount by date received
	Credit Card Postlog Detail	Credit Card payments, detail list of citation number, date paid and amount
	CY Revenue Distribution Analysis	Revenue Distribution Report, by Calendar year
	CY Revenue Distribution Analysis by Issuance	Revenue Distribution Report, by Date Issued
	FY Revenue Distribution Analysis	Revenue Distribution Report, by Fiscal year
	Over Payments	Citations overpaid by \$10.50 or more.
	Payments by Violation	Payments received by violation, for current month
	TDS Deposits by Date	Daily Deposits made by TDS, for current month
Daily Posting Logs	Daily Posting Log	Detailed report of deposit for the day, by citation number
Collections Services	Account Collections	Payments from Collections, from date accounts mailed

Folder/Sub Folder	Report Name	Brief Description
Management	Collection Rate by Citation Count	Annual summary by year of issue
	Disposition Summary	Count of dispositions posted, by fiscal year
	Historical Analysis by Month	Payments, dismissals and closures by month, by fiscal year, with percentages
	Monthly Management Reconciliation	Citations and payments entered, carried through from the prior month
	Summary of Activity	Snapshot of payments by type for current and prior fiscal year
Paid Citation Distribution	Allocation of Parking Penalties	Report of payments due the state and county for the month
	Courthouse Construction Funds	Detailed report of citations for assessment fees
	Linkages Assessment	Detailed report of citations for handicapped assessment
	Penalties for Equipment and Registration Violations	Detailed report of 50% to be paid for equipment and registration
	Revenue Reconciliation	Report of adjustments for Allocation report - NSF, refund, partial payments
	Revenue Reconciliation Detail	Detailed list of citations adjusted for Allocation report

EXHIBIT A-1.4
SCOPE OF SERVICES AND REQUIREMENTS
AUTOMATED LICENSE PLATE RECOGNITION SYSTEM

1 INTRODUCTION & OVERVIEW

- 1.1 Contractor shall deliver an Automated License Plate Recognition (ALPR) solution, consisting of all requisite hardware and software (“ALPR System”), to support City’s on-street and off-street parking operations by increasing the coverage of parking compliance and the consistency of parking enforcement.
- 1.2 In its simplest configuration, a mobile ALPR System consists of one or more cameras mounted on a vehicle, a computer, installed in the trunk of the vehicle, with a software application capable of local processing, cloud-based communication and data exchange, and a touch-screen device, such as a monitor, inside the vehicle.
- 1.3 The initial goal of this implementation is to enhance the parking enforcement of timed parking areas, monitor the usage of parking permits, monitor various hot lists, identify scofflaws, and capture data for data analytics e.g., vehicle counts, license plate inventory (date, time, first/last-seen records), assignment and optimization of the routes of the parking compliance vehicles, and optimization of, both, the schedule of the parking compliance staff and the structure of the parking rates.
- 1.4 Contractor shall equip and fit any and all of the types of vehicles listed in Section 2.3 below with the ALPR System and ancillary devices.
- 1.5 Currently, the handheld units used for parking enforcement utilize ALPR technology.

2 BACKGROUND

- 2.1 The City manages and operates thousands of on-street parking spaces including metered spaces, timed freight-loading zones (“FLZ”), timed passenger-loading zones (“PLZ”), residential parking permit zones (“RPPZ”), etc. The City also manages and operates eight (8) parking garages and eight (8) surface lots that include timed parking spaces in the garages and multi-space meters in the surface lots.
- 2.2 Contractor, initially, shall equip five (5) vehicles with mobile ALPR systems to support on-street and off-street parking operations, with the ability to expand the solution in a phased manner to more vehicles as the City’s parking-related needs evolve.
- 2.3 The City utilizes the following vehicles for parking compliance:
 - 2.3.1 Ford C-Max
 - 2.3.2 Chevrolet Bolt
 - 2.3.3 Toyota Prius

3 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR GENERAL SYSTEM REQUIREMENTS

- 3.1 The ALPR System shall support on-street and off-street parking operations as described in this document. Contractor shall deploy the most current versions of the hardware and software at the time of implementation. However, the City does not intend to be an early adopter of the ALPR System, and the ALPR System shall be a mature solution and not a prototype or a version that is not fully tested.
- 3.2 At a minimum the system shall support the following:
 - 3.2.1 On-street Parking
 - 3.2.1.1 Timed FLZs
 - 3.2.1.2 Timed PLZs
 - 3.2.1.3 Timed general parking spaces
 - 3.2.1.4 RPPZs
 - 3.2.1.5 Abandoned vehicle abatement (capable of integrating with Salesforce)
 - 3.2.1.6 Street sweeping
 - 3.2.1.7 Hot lists such as a hot list of scofflaws
 - 3.2.1.8 Meter enforcement (IPS meters and Passport for pay-by-phone feature)
 - 3.2.1.9 Curbside management and enforcement
 - 3.2.1.10 Pay by License Plate (Passport, T2 / Digital Payment Machines)
 - 3.2.2 Off-street Parking
 - 3.2.2.1 Timed parking spaces
 - 3.2.2.2 Pay-by-plate parking spaces for daily and monthly parkers. Contractor shall integrate this feature with the City's T2 Automated Payment Machines and the ability to identify monthly parkers by license plate using a list of authorized monthly parkers.
 - 3.2.2.3 Abandoned vehicle abatement
 - 3.2.2.4 Hot list management of multiple hot lists, e.g., scofflaws, authorized monthly parkers, overnight parking restrictions, and short-term parkers who have paid using automated pay machines
 - 3.2.2.5 License plate inventory

4 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR CAMERA

- 4.1 Cameras shall be able to operate under varying weather and light conditions without adversely impacting their functional operability.
- 4.2 Vehicle-based mobile ALPR cameras shall be self-illuminating Infrared (IR) for the effective capture of license plate images in a variety of weather and lighting conditions.
- 4.3 The Infrared (IR) Light Emitting Diodes (LEDs) shall be “pulsed” to enhance license plate capture and extend the lifetime of the LED board.
- 4.4 The cameras shall have a dual-lens configuration in a single camera housing, featuring both an Infrared (IR) lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to NEMA 6 (IP67) standards.
- 4.5 The Infrared (IR) component of the cameras shall be available in various IR wavelengths in order to provide effective the capture of out-of-state license plates and to address the specific license plate properties found in various regions of the country.
- 4.6 The dual lens camera shall be capable of capturing up to 60 frames per second.
- 4.7 The cameras shall be capable of producing multiple license plate images with varying flash, shutter, and gain settings to ensure high-quality images are captured regardless of weather and lighting conditions.
- 4.8 All ancillary devices such as camera-mounting bracket systems shall be fabricated specifically for the vendor’s cameras and furnished by the vendor.
- 4.9 The cameras shall have a fixed focal point or target distance from the camera to the vehicle’s license plate from 9 ½ feet to 30 feet.
- 4.10 The cameras shall be energy efficient, in terms of power management, enabling deployment in an electric vehicle for two (2) full back-to-back, ten-hour shifts

5 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR PROCESSOR

- 5.1 The ALPR Processor shall have a “self-trigger” mode to detect the presence of correctly mounted vehicle license plates in the camera’s Field of View (FOV) for image capture from the camera.
- 5.2 The ALPR Processor shall be designed to be trunk-mounted and incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shutdown each time the vehicle’s ignition is turned on or turned off. A substitute design is acceptable as long as it provides a safe start and shutdown of the unit.
- 5.3 The ALPR Processor shall control the power supplied to the cameras and provide video connection points for a simplified system wiring.

- 5.4 The ALPR Processor shall be designed to meet the environmental conditions associated with a trunk-mounted unit.
- 5.5 An automotive-grade, solid-state drive (SSD) having a storage capacity of at least 64 GB with high shock, vibration, and temperature tolerances is preferred for the ALPR processor. However, an equivalent hard-disk drive (HDD) constructed and rated for automotive use, specifically to meet the environmental conditions associated with a trunk-mounted unit, will also be considered.
- 5.6 The ALPR Processor shall utilize an embedded processor running Windows 10 or higher operating system (OS).
- 5.7 The ALPR Processor shall have at least four (4) ALPR camera connections and multiple USB ports.
- 5.8 When the ALPR System is configured to utilize an independent ALPR Processor, the ALPR Processor and cameras shall be developed, manufactured, and supported by the same vendor.

6 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS — IN-VEHICLE ALPR SOFTWARE

- 6.1 The ALPR application software shall be capable of running on touch-screen tablets, specifically, Apple iPads.
- 6.2 The aforementioned tablet shall have a feature to ensure that it can be undocked for use outside the vehicle with the ALPR application software maintaining its data integrity, features, and functionality even when undocked.
- 6.3 The ALPR application software shall be designed for touch-screen use.
- 6.4 The ALPR application software shall have features such as secure login and password functions and these shall be controlled by the back-office system such that the creation, deactivation, and password protocols are back-office functions.
- 6.5 The ALPR application software shall have proven and successful integration with the products of multiple ALPR camera manufacturers.
- 6.6 The ALPR application software shall have a single (soft) button to turn on/off different camera configurations that the PTCO may be applying at the time.
- 6.7 The ALPR application software shall have a volume control button on the main screen to control the audible sounds from the ALPR System, and a mute button on the application screen.
- 6.8 The ALPR application software shall provide live, simultaneous display of all of the following data:
 - 6.8.1 The IR license plate image
 - 6.8.2 The license plate interpretation or system read, including license plate interpretation or system read of temporary California DMV-issued, paper license plates/tags

- 6.8.3 A corresponding color overview of the vehicle displaying the captured IR license plate
- 6.8.4 The date and time stamp
- 6.8.5 Identification of the camera capturing the image
- 6.8.6 Parking-related vehicle information (permits, notifications, etc.)
- 6.9 The ALPR application software shall capture GPS coordinates for every license plate.
- 6.10 The ALPR application software shall have the ability to GPS stamp all the reads.
- 6.11 The ALPR application software shall allow the PTCO to select which area he/she is working in and notify him/her when the selected zone does not match the current GPS location of the vehicle.
- 6.12 The ALPR application software shall dynamically sort the list of parking zones based on the zones closest to the vehicle's current GPS location.
- 6.13 The ALPR application software shall allow the PTCO to select which enforcement he/she chooses to enforce for multiple parking permission types, and activate/deactivate all plate-based enforcement, e.g., RRPZs, FLZs, PLZs, permits, tow-away permits for events, pay by phone, by plate, e-chalk, pay by plate, scofflaw, etc.
- 6.14 The ALPR application software shall simultaneously enforce the following applications:
 - 6.14.1 Timing enforcement
 - 6.14.2 Permit enforcement
 - 6.14.3 Pay by Plate Kiosk
 - 6.14.4 Pay by phone by plate
 - 6.14.5 Scofflaw (boot/tow – unpaid tickets)
 - 6.14.6 Multiple Hot Lists
- 6.15 The ALPR application software shall allow the PTCO to select the timing period that is being enforced from a drop-down list (30 minutes, 1 hour, etc.).
- 6.16 The ALPR application software shall have the ability to exchange vehicle timing records with other ALPR vehicle systems and enforcement Handhelds in real time.
- 6.17 The ALPR application software shall be able to enforce different zones with separate cameras. For example, the right camera can enforce a PLZ while the left camera enforces an RRPZ.
- 6.18 The main screen on the ALPR application software shall have integrated ticketing, so when a PTCO has an ALPR "hit" the PTCO can simply press one button to complete enforcement activities (citation generation, towing, permit issuance) within the same ALPR application.

- 6.19 The ALPR application software shall allow the PTCO to manually enter plates that are unreadable.
- 6.20 The ALPR application software shall emit a unique audible and visible alert when an illegally parked vehicle is recognized by the software.
- 6.21 The screen with the alert shall remain displayed until acknowledged by the PTCO and, while displayed, the ALPR System shall continue to process license plate data in the background. All captured data shall be stored locally in the ALPR application software during this interval.
- 6.22 The ALPR application software shall provide the PTCO with the capability to manually enter a license plate for the purpose of searching that license plate against the license plates stored in the ALPR System's database(s).
- 6.23 The ALPR application software shall be capable of various configurations to capture plates in any of the following modes depending on the configuration:
 - 6.23.1 An adjacent lane on either side of the vehicle while driving through traffic and/or parking lots
 - 6.23.2 Traffic in an adjacent lane while parked on the side of shoulder of a roadway
 - 6.23.3 Parallel, diagonal, or perpendicular parking with respect to the movement of the ALPR-mounted vehicle
- 6.24 The ALPR application software shall have the ability to enforce shared permits across multiple mobile ALPR vehicles and enforcement Handhelds, meaning that one permit could be associated to several vehicles but only one vehicle can use the unique permit at any given time. The ALPR application software shall notify the PTCO in real time when more than one vehicle on a shared permit is in enforcement during the same timeframe. When identified, the PTCO shall have the ability to issue citations to either one or multiple vehicles.
- 6.25 The ALPR application software shall support both visible and silent vehicle notifications. Visible notifications shall be displayed to the PTCO in the vehicle, while silent notifications must not be displayed to the PTCO but be sent by email to the user who created the alert.
- 6.26 The ALPR application software shall provide a feature to enable or disable "fuzzy-logic" plate matching in each vehicle equipped with a mobile ALPR System to enable the system to match common number/character issues (such as 0/O and 8/B) or unknown characters. The ALPR application software shall provide a provision to allow the feature to be enabled or disabled at the user's discretion. Fuzzy logic verifies multiple permutations of one plate to increase the read rate.
- 6.27 The ALPR application software shall support the ability to add non-ALPR camera-generated photos for citations, either during or after the citation-issuance process.
- 6.28 The ALPR application software shall provide an image-based license plate verification step before citation issuance. This is designed to ensure that all plate reads are reviewed by a PTCO before a citation is issued.

- 6.29 The ALPR application software shall allow the PTCO to request that a citation be voided.
- 6.30 The back-office system shall provide the ability to review citations either before or after the citation has been issued. Citations should be able to be flagged for review and either corrected or voided upon review.
- 6.31 The ALPR System shall allow data from to be searched and referenced from within the same back-office software used for citations and permit management.
- 6.32 The ALPR System, including the in-vehicle ALPR application software shall be capable of supporting an unlimited number of “hot list” databases for simultaneous matches.

7 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR BACK OFFICE

- 7.1 The ALPR application software shall be integrated with the back-office software system.
- 7.2 The ALPR back office shall provide an easy-to-use GUI with predefined dashboards and the ability to customize them by users.
- 7.3 The back-office interface shall provide the ability to run queries against the ALPR System with the ability to select multiple criteria and filter the query results.
- 7.4 The system shall provide the capability to cross-link license plate data from external systems, such as DMV records, for query purposes.
- 7.5 The back-office system shall allow the export of the data into Excel, csv, and other readable formats.
- 7.6 The preferred back-office interface shall:
 - 7.6.1 Be integrated with geographic information systems (GIS) to easily identify residential parking permit zones and other predefined zones.
 - 7.6.2 Provide heat maps based on defined criteria.
 - 7.6.3 Provide “rubber band” capability, allowing a free-form area to be demarcated on a GIS map using an on-screen pointer or a finger, the latter when using a touch-screen monitor or touch-screen display device.
 - 7.6.4 Provide breadcrumb-based navigation.
 - 7.6.5 Allow users to create user-defined maps or patterns of data based on user-defined criteria.
 - 7.6.6 Implement best practices for user credentials, authentication, and permissions.

8 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR-RELATED ANALYTICS

- 8.1 The ALPR System shall provide the capability to manage, manipulate, transform, analyze, and present data in a meaningful, multi-dimensional manner to identify patterns, trends, correlations, and discover insights to enable data-driven decisions.
- 8.2 The ALPR System shall make available all the attributes in the back-end database.
- 8.3 The ALPR System shall provide a wide range of reports and performance analytics using data tables, graphs, charts, and GIS maps including, but not limited to:
 - 8.3.1 Comparisons of different enforcement activities in different RPPZs presented using charts, graphs, and GIS heat maps
 - 8.3.2 Summary of the enforcement activities at off-street parking facilities
 - 8.3.3 Comparisons of different enforcement activities for FLZs and PLZs in different areas of the City
 - 8.3.4 Summary for all activities by day, month, quarter, year, and any user-defined period such as a fiscal year

8.4 Scaling and Upgrades

The system shall be scalable and easy to upgrade. It shall accommodate any increase in the number of ALPR cameras and users. Contractor shall ensure their system's upgradeability and scalability capabilities related to database size, software and interface upgrades, users, and additional ALPR vehicle-mounted systems.

8.5 Limitations

Contractor shall also identify and describe any hardware-related, software-related, and integration-related limitations.

- 8.6 Contractor shall design and implement the required camera(s), hardware, and software combinations for each vehicle to allow for the enforcement of the different parking areas and zones.
- 8.7 The ALPR system shall include real time interface with the electronic citation writers and automated pay machines to facilitate the identification of violating vehicles and the issuance of corresponding parking citations.

9 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS — INTEGRATION

- 9.1 Contractor shall provide all software, including RESTful APIs with OpenAPI specification, and ensure that the system is fully functional and integrated with the Citation Ticket Writers, the RPP system, the GIS system, and the CPMS.
- 9.2 The ALPR software shall integrate with the Citation Ticket Writers and the CPMS to generate alerts for RPPs, Monthly Parking Permits, Daily Permits, hot lists, scofflaws, vehicle abatement, vehicles in violation of parking laws, City of San José ordinances, and other laws, and other enforcement categories

10 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ALPR ADMINISTRATIVE ACCESS/SYSTEM MANAGEMENT

The ALPR system shall support on-street and off-street parking operations as described in this document. Contractor shall deploy the most current hardware and software at the time of implementation.

11 SUPPLEMENTAL SERVICES

11.1 Interfaces

The City may request that one or more interfaces — unidirectional or bidirectional — be developed between the ALPR System and other software solutions used by the City, e.g., the software solution used by the handhelds, etc.

11.2 Additional Resources – Hourly Rate Based on Classification

11.3 The City may request an hourly/unit rate or schedule for resources based on classification, e.g., Project Manager at \$x/hour, for supplemental services not within this Scope of Services and Requirements.

EXHIBIT A-1.5

SCOPE OF SERVICES AND REQUIREMENTS

ONLINE PORTAL FOR CITATIONS AND PERMITS

1 INTRODUCTION & OVERVIEW

Contractor shall deliver an online portal for Citations and Permits (“Online Portal”), a vendor-hosted portal — consisting of all requisite hardware and software — serving as a one-stop shop with all the resources, tools, and information necessary to manage the functions related to appeals, administrative hearings, payments pertaining to citations, and the management and issuance of tow-away permits and haul-route permits within the City’s boundaries.

2 BACKGROUND

- 2.1 The City currently manages the functions related to citations, such as appeals, administrative reviews, administrative hearings, and payment processing using a combination of an online portal, a walk-in option with a brick-and-mortar OPV and a mail-in option. Functions related to administrative reviews, administrative hearings, and appeals are only handled at the OPV or via mail.
- 2.2 The City currently manages tow-away permits and haul-route permits using a combination of paper-based applications, spreadsheets, and a GIS solution used by the City’s Department of Transportation.

3 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ONLINE PORTAL GENERAL REQUIREMENTS

- 3.1 Contractor shall implement a browser-agnostic, “software as a service” (“SaaS”) solution accessible through all major web browsers, including, but not limited to, all current versions of Microsoft Internet Explorer, Microsoft Edge, Apple Safari, and Google Chrome.
- 3.2 The public-facing Online Portal shall be capable of supporting at least 5,000 concurrent users — both, authorized users of the Online Portal and members of the public — without any degradation in system performance.
- 3.3 The Online Portal shall be scalable and accommodate — without any degradation in system performance — an increase in the pool of users and any and all increases in the City’s real-time and batched transactions related to parking enforcement and permits.

4 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — ONLINE PORTAL SOFTWARE REQUIREMENTS

- 4.1 The Online Portal shall:
 - 4.1.1 Enable City staff and members of the public to view all events pertaining to the life cycle of, both, Citations and permits (RRP, Clean Air Vehicle Program, haul-route permit, tow-away permit).

- 4.1.2 Enable City staff to manage Citations and the aforementioned permits.
- 4.1.3 Allow members of the public to apply for permits.
- 4.1.4 Allow members of the public to access information pertaining to Citations and permits, including but not limited to RRP's, permits for the Clean Air Vehicle Program, haul-route permits, and tow-away permits.
- 4.1.5 Allow members of the public to contest Citations and manage administrative hearings.
- 4.1.6 Allow members of the public to request hardship waivers.
- 4.1.7 Allow members of the public to enroll in payment plans so they can pay parking citations in installments.
- 4.1.8 Allow members of the public to pay Citations in an online, real-time environment.
- 4.1.9 Enable City staff to facilitate and manage the issuance of tow-away permits and haul-route permits within the City's boundaries.
- 4.2 The Online Portal shall allow the setting up of user accounts as well as self-registration, the latter for members of the public.
- 4.3 The Online Portal shall display pertinent information — for members of the public — such as fees, charges, information about paying in person, online, and by mail with the corresponding convenience fees, if any, and shall include pertinent links and access (create, update, read-only as the case may be) to other systems in the ecosystem, including but not limited to the CPMS, the GIS Solution, the PMS, and a link to the payment portal.
- 4.4 The Online Portal shall be capable of accepting and processing online payments for members of the public using various methods, including but not limited to methods such as PayPal, major credit cards, debit cards, and electronic checks.
- 4.5 The Online Portal shall be capable of self-service calendaring functions for members of the public, including but not limited to scheduling appointments for administrative hearings.
- 4.6 The Online Portal shall be capable of accepting online applications — from residents of the City and members of the public — for RPPs, tow-away permits, and haul-route permits along with the attendant workflow required for the approval or denial of those permits.
- 4.7 The Online Portal shall allow documents, photographs, and other documentary evidence to be uploaded — by City staff and members of the public — to the pertinent citation or permit as the case may be.
- 4.8 The Online Portal shall depict all pertinent events — including tasks associated with those events — in the life cycle of a citation, including actionable events requiring administrative action, workflow-based approvals, user input or action.

- 4.9 The Online Portal shall provide real-time details pertaining to billing and payments, including but not limited to payment plans, waivers of fees, amounts paid, and amounts outstanding.
- 4.10 The Online Portal shall provide the capability to print pertinent information.
- 4.11 The Online Portal shall provide City staff with reporting functions and tools needed to analyze, and display data, including but not limited to citations, RPPs, tow-away permits, and haul-route permits.
- 4.12 The Online Portal shall provide an easy-to-use GUI environment to allow City staff to easily access and use the tools to input, display, manipulate, export, or analyze information.
- 4.13 The Online Portal shall work with mobile devices such as Apple iPads and smartphones/mobile phones.

5 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS – ONLINE PORTAL DATABASE REQUIREMENTS

- 5.1 The Online Portal shall utilize a functional, reliable, redundant, and scalable database.
- 5.2 The Online Portal shall have the ability to integrate, using RESTful APIs, with other data sources such as the proposed solution for citation processing, permit processing, and financial solution(s) used for financial functions, including but not limited to accounts payable and accounts receivable.
- 5.3 The Online Portal shall allow a wide range of functionality such as providing the ability to run queries, filter data, and display data in tabular, and graphical formats.
- 5.4 The Online Portal shall provide the ability to search/query data using user-defined criteria such as Citation number or the recipient of a citation, all current and closed cases pertaining to Citations and the associated events, all active permits, all expired permits, all permits issued to an individual or entity, and all permits on a certain street.
- 5.5 The Online Portal shall display the results of all searches and queries in a print-friendly format.

6 INTEGRATION

Contractor shall provide all software, including RESTful APIs with OpenAPI specification, to ensure the system is fully functional and integrated with the proposed solutions for citations and permits.

7 SUPPLEMENTAL SERVICES

7.1 Additional Payment Options

The City may request that additional payment options — having the same complexity as the ones mentioned in this Scope of Services and Requirements — be incorporated by Contractor to maintain and/or enhance the proposed solution for the Online Portal.

7.2 Interfaces

The City may request that one or more interfaces — unidirectional or bidirectional — be developed between the proposed solution for the Online Portal and other software solutions used by the City, e.g., the Geographic Information System software solution.

8 USABILITY STANDARD

The online service provided by Contractor shall meet the City’s usability standard as described below. Final acceptance of any product or service shall include evaluation according to the following points in the usability standard.

Standard	Evaluation
1: Ease of Use	In usability testing, at least 3 out of 4 users can complete the primary task(s) in a reasonable amount of time. Tests shall be conducted on both a desktop computer and a mobile device. All “calls to action” related to the task are above the fold on a desktop and a mobile device.
2: Ease of Understanding	All written content must use plain language at a maximum 8th grade reading level. Page titles must be action-oriented and use primary keywords associated with the task.
3: Error-free	No bugs, missing or inaccurate content, typos or broken links.
4: Mobile-friendly	Content is legible on a mobile device with no need for user to zoom or scroll horizontally.
5: Accessible	Content must meet the Web Content Accessibility Guidelines (WCAG) Level AA standard.
6: Consistently Designed	Fonts and colors must conform to website style standards. Graphics must be professional quality.
7: Fast	Content must take no longer than 3 seconds to load on a mid-tier mobile device using a mobile network.

EXHIBIT A-1.6

SCOPE OF SERVICES AND REQUIREMENTS

PERMIT MANAGEMENT SYSTEM AND PROCESSING SERVICES

1 INTRODUCTION & OVERVIEW

- 1.1 This Scope of Services and Requirements sets forth the following that are required from Contractor:
 - 1.1.1 Contractor shall deliver a cloud-based online solution — a Software as a Service (“SaaS”) or vendor-hosted **Permit Management System (“PMS”** or “System”) to manage the City’s parking permits — that provides customer service, convenience, and efficiency.
 - 1.1.2 The general scope of work for permit processing from verification to fulfillment.

2 BACKGROUND

The City’s Department of Transportation issues approximately 12,000 permits per year for the Residential Parking Program and Clean Air Vehicle Program. These existing permit programs are currently supported by an Oracle-based solution developed by the City.

3 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS - GENERAL SYSTEM REQUIREMENTS

The PMS shall be:

- 3.1 Cloud-based Software as a Service (SaaS) solution with an intuitive, user-friendly interface that is accessible from standard desktop and mobile web browsers, including, but not limited to, Microsoft Internet Explorer, Microsoft Edge, Google Chrome, and Apple Safari. The interface must be responsive and intuitive in design so it may be used on mobile devices effectively.
- 3.2 Configurable and have editable data fields that include but are not limited to the following:
 - 3.2.1 Vehicle information, including but not limited to license plate number, type, make, and vehicle identification number
 - 3.2.2 Customer contact information, including address, phone number, and email
 - 3.2.3 Status
 - 3.2.4 Notes/comments
- 3.3 Able to accept credit card payments. There shall be no transactional or convenience fees charged to the customer.
- 3.4 Capable of storing permitting data, including applications, documents, and notes for a minimum of five (5) years.

- 3.5 Accessible 24 hours per day (except during planned system maintenance and/or upgrades).
- 3.6 Developed as a flexible solution that can evolve to accommodate changes in the City's permit program.
- 3.7 Capable of online permit applications, renewals, cancellations, and payments.
- 3.8 Capable of having a real-time interface with the Citation Processing Management System (CPMS), so that newly issued or canceled permits are uploaded to the Handheld Citation Writers for parking enforcement reference and verification.
- 3.9 Able to store multiple records per applicant, including complete history.
- 3.10 Capable of allowing the removal and addition of various parking permit zones.
- 3.11 Customizable, with permission-based user groups for different levels of access based on the users' roles and responsibilities. It must provide, at a minimum, the following account setting options with the appropriate privileges:
 - 3.11.1 End user
 - 3.11.2 Administrator
- 3.12 Capable of providing a GUI environment for the PMS or the web portal that is intuitive, and easy to use and navigate for both the customer (end user) and City staff (administrators).

4 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS - SYSTEM USER REQUIREMENTS

- 4.1 **Permit Applicants** – Through the web portal, permit applicants shall be able to:
 - 4.1.1 Register and create their own accounts using ID/Password authentication to manage, edit, view, and update information related to their permit application.
 - 4.1.2 Submit permit applications with the ability to upload pertinent documents, such as a utility bill.
 - 4.1.3 Pay for applicable permit application fees online.
 - 4.1.4 Have access to a “Frequently Asked Questions” (FAQ) page for help with the permit application process.
 - 4.1.5 Print and email receipts for permits issued online.
 - 4.1.6 Apply for and print guest permits.
 - 4.1.7 Save partially completed applications for completion at a later time.
- 4.2 **City Staff** – City staff s be able to:
 - 4.2.1 Maintain a full audit trail by user for actions performed in the PMS.
 - 4.2.2 Approve or deny permit applications based on City business rules, like the geographical location of a requested RPP or previously scheduled timeframes.

- 4.2.3 Provide a basket feature (shopping cart) that allows multiple permit transactions to be registered to one applicant or residence in one transaction (subject to applicable business rules).
- 4.2.4 Configure automatic notifications, alerts, and reminders via text and email to permit holders and applicants regarding renewals, status of permit, etc.
- 4.2.5 Track workflow from the start of the application process through conclusion.
- 4.2.6 Set different quantity limits on the different permits based on zones, address, etc.
- 4.2.7 Save partially completed applications for completion at a later time.
- 4.2.8 Create and customize workflows based upon City's business rules, such as providing a routing process for exceptions, rejection of permits, etc.
- 4.2.9 Search, update information, perform queries, and run reports and reconciliations.
- 4.2.10 Monitor the number of permit applications that have been approved, been rejected, or that are in pending status.
- 4.2.11 Communicate information — via mass email (email blasts) or letter (where applicable) — to all current permit holders and automatically generate a PDF copies of one or more letters to be attached to users' permit history.

5 PERMIT PROCESSING FUNCTIONS

Permit applicants shall be provided the ability to submit and renew applications online or in person at 200 East Santa Clara Street, San José, CA 95113. Contractor shall process permit applications submitted online. The City may choose to have the Contractor perform all processing transactions at a later date pending determination of operational requirements. Contractor shall perform the following functions for processing permits:

- 5.1 Receive and process applications within 48 hours of receipt and provide confirmation and follow-up of residency requirements with application.
- 5.2 Verify and approve documents submitted by customer prior to the issuance of a permit.
- 5.3 Ensure accurate and timely deposits of payments received to the City's account.
- 5.4 Mail the approved permit(s) to the applicant.
- 5.5 Purchase and control the stock of permits.

6 CUSTOMER SERVICE CALL CENTER

- 6.1 Contractor shall provide and staff a toll-free, inbound customer service call center to provide customer service support to the residents of the City of San José. Live customer service agents shall be available between 8:00 a.m. and 5:00 p.m., Pacific

Time, Monday through Friday, 8:00 a.m. to 5:00 p.m., other than City- observed holidays.

- 6.2 Customer service agents shall at a minimum perform the following functions:
 - 6.2.1 Provide general information relating to the permit process and status of application.
 - 6.2.2 Log the date, time, and general nature of the calls received.
 - 6.2.3 Log complaints and follow the procedures for handling such complaints.

7 REPORTING REQUIREMENTS

- 7.1 The PMS shall provide the ability to self-generate pre-determined reports on a daily, weekly, monthly, and annual basis.
- 7.2 Contractor shall provide weekly activity reports and monthly summary reports to the City in a format approved by City Staff, including, but not limited to, the following information:
 - 7.2.1 Total number of permit applications submitted (by type of permit)
 - 7.2.2 Total number of permits issued / pending / denied (by type of permit)
 - 7.2.3 Permit fulfillment timeline (i.e., estimated number of days to process) (by time of permit)
 - 7.2.4 Total number of customer service calls
 - 7.2.5 Average length of customer service calls
 - 7.2.6 Web-based PMS utilization statistics
 - 7.2.7 Permit revenue details
- 7.3 Contractor shall adhere to the sample reports provided in their proposal in terms of layout and content. Any deviations shall be approved by City's project manager.

EXHIBIT A-1.7
SCOPE OF SERVICES AND REQUIREMENTS
GEOGRAPHIC INFORMATION SYSTEM (GIS) - MAPPING & INTEGRATION

1 INTRODUCTION & OVERVIEW

Contractor shall deliver a Geographic Information System (GIS) solution, consisting of all requisite hardware and software (“GIS Solution” or “Proposed Solution”), to facilitate and manage the issuance of tow-away permits and haul-route permits within its boundaries.

2 BACKGROUND

The City currently manages tow-away permits and haul-route permits using a combination of paper-based applications, spreadsheets, and a GIS solution used by the City’s Department of Transportation.

3 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — GIS GENERAL REQUIREMENTS

- 3.1 Contractor shall deliver a browser-agnostic, Software as a Service (“SaaS”) solution accessible through all major web browsers, including, but not limited to, all current versions of Microsoft Internet Explorer, Microsoft Edge, Apple Safari, and Google Chrome.
- 3.2 Contractor’s GIS Solution shall be capable of supporting at least fifty (50) concurrent users without any degradation in system performance.
- 3.3 Contractor’s GIS Solution shall be scalable and accommodate — without any degradation in system performance — an increase in the City’s pool of authorized users and any and all increases in the City’s real-time and batched transactions related to parking enforcement.

4 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — GIS SOFTWARE REQUIREMENTS

- 4.1 The GIS Solution shall provide the required functions and tools needed to store, analyze, and display geographic information, including but not limited to tow-away permits, haul-route permits, RPP zones, on-street parking space inventory, and on-street parking meters with their respective locations.
- 4.2 The GIS Solution shall provide an easy-to-use GUI environment to allow users to easily access and use the tools to input, display, manipulate, export, or analyze geographic information.
- 4.3 The GIS Solution shall work, in a responsive and intuitive manner, with mobile devices such as Apple iPads and mobile phones.
- 4.4 The GIS Solution shall:
 - 4.4.1 Allow users to graphically create tow-away permits and haul-route permits using GUI tools.
 - 4.4.2 Allow users to graphically mark a full street curb or a portion thereof to capture the area where the permit in question will be effective. The GIS Solution shall allow the user to denote the side(s) of a street such as east, west, north, and south.

- 4.4.3 Automatically indicate the meter number of each meter impacted by the permit using a meter layer map.
- 4.4.4 Automatically display the event name, permit number, and other pertinent details, e.g., the start and end date and effective time, when a user hovers over the subject area using a mouse or swipes a finger on the screen.
- 4.4.5 Allow users to upload and attach documents and photos to the permit so they can be accessed by staff in the field using a mobile phone or a mobile device including but not limited to an Apple iPad.
- 4.4.6 Automatically check for and detect any conflicts, disallowing another permit to be created for the same area covered by an existing permit that is still in effect. The GIS Solution shall alert the user and display the specific conflict detected. The GIS Solution shall, however, allow an authorized user to override any conflict or restriction.
- 4.4.7 Allow the creation of visualizations, providing users with graphical presentations of all active permits.
- 4.4.8 Allow field staff to verify that proper signage was posted in the restricted areas and enable users to enter a sign-check disposition indicating that the signage was properly and adequately displayed. The GIS Solution shall capture the date and time of such verification. The GIS Solution shall have the ability to generate a customized email with the disposition of the verification information to one or more email addresses on record for the restricted area e.g., because of a related active tow-away permit.
- 4.4.9 Capture the following details — in addition to other details which may be identified by Contractor and/or City as being necessary for the successful implementation of the project — when a tow-away permit (“TAP”) or haul-route permit (“HRP”) is created and/or updated:
 - 4.4.9.1 User-defined event name
 - 4.4.9.2 Type of permit
 - 4.4.9.3 Date and time the permit was entered
 - 4.4.9.4 Type of activity
 - 4.4.9.5 Permit number
 - 4.4.9.6 Permit granted (Yes/No)
 - 4.4.9.7 Company name
 - 4.4.9.8 Company phone number
 - 4.4.9.9 Email address (or multiple email addresses separated by a comma)
 - 4.4.9.10 Project name
 - 4.4.9.11 Project address
 - 4.4.9.12 Job site (HRP)
 - 4.4.9.13 Destination (HRP)
 - 4.4.9.14 Source (of the permit)

- 4.4.9.15 Name of hauling contractor (HRP)
- 4.4.9.16 Phone number of hauling contractor (HRP)
- 4.4.9.17 Request days of the week for the operation
- 4.4.9.18 Requested dates
- 4.4.9.19 Requested hours
- 4.4.9.20 Requested route from project site to destination 1 (HRP)
- 4.4.9.21 Requested route from project site to destination 2 (HRP)
- 4.4.9.22 Requested route from destination to project site 1 (HRP)
- 4.4.9.23 Requested route from destination to project site 2 (HRP)
- 4.4.9.24 Signage - location 1 (TAP)
- 4.4.9.25 Signage - location 2 (TAP)
- 4.4.9.26 Verified (date and time) (TAP)
- 4.4.9.27 Number of signs
- 4.4.9.28 Meter pole number 1 (TAP)
- 4.4.9.29 Meter pole number 2 (TAP)
- 4.4.9.30 Meter pole number 3 (TAP)
- 4.4.9.31 Meter pole number 4 (TAP)
- 4.4.9.32 Meter pole number 5 (TAP)
- 4.4.9.33 Meter pole number 6 (TAP)
- 4.4.9.34 Start date (of the permit)
- 4.4.9.35 Start time (of the permit)
- 4.4.9.36 End date (of the permit)
- 4.4.9.37 End time (of the permit)
- 4.4.9.38 24-hour enforcement (Yes/No)
- 4.4.9.39 Address (allow range of street numbers)
- 4.4.9.40 Street frontage (feet)
- 4.4.9.41 Latitude
- 4.4.9.42 Longitude
- 4.4.9.43 Notes
- 4.4.9.44 Conflict (Yes/No)
- 4.4.9.45 Created by
- 4.4.9.46 Created
- 4.4.9.47 Last updated (date and time)
- 4.4.9.48 Attachments (multiple)

5 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS – GIS DATABASE REQUIREMENTS

- 5.1 The GIS Solution shall utilize a functional, reliable, redundant, and scalable database.
- 5.2 The GIS Solution shall have the ability to integrate spatial data with other data sources such as street maps and the data collected by users as described in this Section 4, Product / Service Requirements and Specifications — GIS Software Requirements.
- 5.3 The GIS Solution shall allow a wide range of functionality, such as providing the ability to run queries, filter data, and display data in tabular, graphical, and GIS mapping formats.
- 5.4 The GIS Solution shall provide the ability to search/query the permits using user- defined criteria such as all active permits, all expired permits, all permits issued to an individual or entity, and all permits on a certain street.
- 5.5 The GIS Solution shall provide the ability for ad hoc queries to be run based on any combination of the attributes or fields mentioned in Section 4.4.9.
- 5.6 The GIS Solution shall allow users to filter their searches/queries using any of the collected data fields.
- 5.7 The GIS Solution shall display the results of all searches and queries in a tabular or report-friendly format.

6 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — GIS - ONGOING SYSTEM DEVELOPMENT

- 6.1 The GIS Solution shall be easily customizable to fit the City’s changing needs. To that end, Contractor’s GIS Solution shall be easily customizable.
- 6.2 Contractor shall provide the City with technical support to perform relatively complex customizations.

7 PRODUCT / SERVICE REQUIREMENTS AND SPECIFICATIONS — GIS INTEGRATION

Contractor shall provide all software, including RESTful APIs with OpenAPI specification, to ensure the system is fully functional and integrated with the Citation Ticket Writers, the CPMS, and the PMS.

8 SUPPLEMENTAL SERVICES

- 8.1 Additional GIS Layers
- 8.2 The City may request that additional GIS layers — having the same complexity as the ones mentioned in this Scope of Services and Requirements — be incorporated by Contractor to maintain and/or enhance the GIS Solution.
- 8.3 Interfaces
- 8.4 The City may request that one or more interfaces — unidirectional or bidirectional — be developed between the GIS Solution and other software solutions used by the City, e.g., the software solution used by the handhelds, etc.
- 8.5 Additional Resources – Hourly Rate Based on Classification
- 8.6 The City may request an hourly/unit rate or schedule for resources based on classification, e.g., Project Manager at \$x/hour, for supplemental services not within this Scope of Services and Requirements

EXHIBIT A-2

PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with the Preliminary Project Implementation Schedule set forth below in Table A1, except as may be modified into a Final Project Implementation Schedule that is approved by the City during project initiation, and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Table A1: Preliminary Project Implementation Schedule

TDS SYSTEM SERVICES - PRELIMINARY IMPLEMENTATION PLAN		As of: 3/9/2021
System Service	Calendar Days to Completion	
CPMS Parking Management System	Fully operational now. No time required	
HCIS Handheld Citation Issuance System	Operational now with 50 units 30-45 days to expand to 65 units.	
ALPR Automated License Plate Recognition	60 days to go live with 5 Motorola ALPR systems.	
PMS Permit Management System (GAP)	60 Days to go live with Residential Permits	
Online Portal for Citations & Permits	6 - 8 Months for Public Online Parking Portal.	
GIS Reporting	4 - 5 Months for GIS reporting	

CPMS IMPLEMENTATION				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Date
TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
Transition Items All items listed are completed with TDS	Vendor transition items completed and not required <ul style="list-style-type: none"> · Import citation data; (Normally 15-30 working days) · Order manual citations; (Normally 30-45 working days) · Establish new Office of Parking Violations; (Normally 2-3 months) · Transfer of DMV access (Normally 6-8 weeks for DMV) 	7/1/2021	0	Not Required Completed with TDS

Completed Services and software are fully completed and operational with TDS	CPMS operational now (Normally: 90 Days+ with new staffing) · Hire and train call center and walk-in service staff for OPV · CPMS software solution (ticketPROweb and pticket.com) · Parking citation processing · Notice configuration & mailing schedules · DMV interface; · Online Portal and IVR payment for the public (pticket.com); · Financial deposits and reconciliation; · Franchise Tax Board collection processing; · Reporting requirements; · Administrative adjudication processing; · City staff access and training	7/1/2021	0	Not Required Completed with TDS
TDS San Jose	Schedule Kick-off Meeting	7/1/2021	1	7/1/2021
CPMS Implementation Start Date: July 1, 2021				
TDS San Jose	Kick-off Meeting § Introductions, Key Contacts, Project Managers § CPMS Implementation Review § Overview of existing ticketPRO services § Identify/Demo new services and features § Set milestones and completions timelines § Confirm all deliverables and criteria for completion	7/1/2021	1	7/1/2021
TDS	Configure Online Hearing Request Option for public	7/2/2021	43	8/31/2021
TDS San Jose	Training Date for CPMS new feature (1-2 hour per session)	8/30/2021	2	8/31/2021
TDS	New CPMS updates ready	9/1/2021	0	9/1/2021

HCIS IMPLEMENTATION-ticketPRO Mobile				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
50 of 65 HCIS systems operational	HCIS operational now: § The City has 50 ticketPRO Mobile issuance units fully operational with ticket stock and envelopes.	7/1/2021	0	Operational Now
TDS San Jose	Schedule Kick-off Meeting	7/1/2021	0	7/1/2021
HCIS Implementation Start Date: July 1, 2021				

TDS San Jose Motorola	Kick-off Meeting § Introductions, Key Contacts, Project Managers § HCIS Implementation Review § Overview of existing ticketPRO Mobile (TPM) and existing services § Identify/Demo new services and features § Permit Lookup § ALPR interface § Approve smartphone and printer models § Determine new hardware quantities for new contract 1. Add 15 TPM units to existing 2. Replace all existing with 65 total units § Approve TPM accessories § Set milestones and completions timelines	7/1/2021	1	7/1/2021
TDS	Order new TPM hardware (eta based on availability) § Smartphones § Phone Charging Stations § Bluetooth Printers § Battery Charging bays § Additional agency approved accessories § Citation rolls and envelopes (if needed)	7/2/2021	15	7/23/2021
	Order new TPM supplies § Citation rolls and envelopes (if needed)	7/2/2021	30	7/13/2021
TDS	Configure DAR Reporting	7/23/2021	50	9/1/2021
TDS	Install TPM software onto new hardware	7/30/2021	5	8/6/2021
TDS Motorola	Test TDS/Motorola data exports & LPR Notify feature	8/6/2021	5	8/13/2021
TDS	Deliver citations and envelopes (if needed)	8/16/2021	1	8/16/2021
TDS San Jose	Deliver new HCIS hardware to agency § Decommission/Replace existing units (if required) § Activate new units § Install new charging stations	8/16/2021	2	8/17/2021
TDS San Jose Motorola	Training with PCOs (2-hour sessions) § ALPR interface and LPR Notify § New ticketPRO Mobile feature training	9/20/2021	2	9/21/2021
Complete	HCIS implementation completed	9/21/2021	0	9/21/2021

ALPR IMPLEMENTATION				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates

TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
TDS San Jose Motorola	Schedule Kick-off Conference Call	Prior to 7/1/2021	0	Prior to 7/1/2021
ALPR Implementation Start Date: July 2, 2021				
Motorola San Jose TDS	Kick-off Conference Call (30-60Minutes) § On this call, participating teams confirm they are aligned on deliverables and determine next steps for the project. Participants will discuss the specifics of the deployment phases, and ensure the parties involved know what is expected for the project.	7/2/2021	1	7/2/2021
Motorola San Jose	Back Office Training § This initial, 60-minute training covers back-office operations, including Vigilant ClientPortal usage. This training covers how to set up and manage users, set up vehicles, set up zones, and perform reporting. Scheduling for back-office training is typically discussed on the kickoff call and can take multiple meetings to ensure sufficient training is provided.	7/6/2021	15	7/25/2021
Motorola	Shipment § Motorola Solutions will ship hardware to San Jose in this phase. Hardware shipments can take up to 30 calendar days to arrive.	7/5/2021	24	8/9/2021
Motorola San Jose	Installation § Once hardware has been delivered, Motorola Solutions will schedule installation with its certified third-party installers. The projected completion date of this task is subject to change based on third party installers availability.	8/10/2021	3	8/13/2021
Motorola San Jose	System startup & commissioning; Vigilant CarDetector Mobile training § This training is scheduled once installation is completed, and includes final camera commissioning by Motorola Solutions' Sales Technician to ensure the cameras are aimed correctly and functioning properly. This typically takes 3.5 hours, but may vary based on the size of San Jose's operation. Motorola Solutions' Sales Technician will train personnel on using Vigilant CarDetector Mobile while on-site, and help train staff on other solution software that is being implemented. This 1 hour training is geared towards enforcement officers, covering the software they will use on a day-to-day basis.	8/17/2021	1	8/17/2021
Motorola San Jose TDS	Pre go-live testing period § This is the last phase of the onboarding process, a soft go-live that lasts approximately 1-2 weeks. This allows all involved parties to test the system in a low-stakes live environment prior to fully transitioning over to our LPR solution. During this time, we can ensure there are no unforeseen issues to address with third-party integrations or the installation, and ensure staff is using the system correctly.	8/18/2021	10	9/1/2021

Complete	ALPR Implementation Complete	9/2/2021	0	9/2/2021
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PMS IMPLEMENTATION - getaPERMIT.net (GAP)				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
TDS San Jose	Schedule Kick-off Meeting	Prior to 7/1/2021	0	Prior to 7/1/2021
PMS Implementation Start Date: July 1, 2021				
TDS San Jose	Kickoff Meeting <ul style="list-style-type: none"> · Introduce Project Manager and TDS support contacts for PMS · Identify key City contacts to supply permit data and parameters · Brief demo of getaPERMIT system access for public and City · Demo of GAP Mobile app for public use · High level review of Residential, Tow Away, Haul Route and other City permits 	7/1/2021	1	7/1/2021
TDS San Jose	Permit Meeting with TDS and City contacts review data/parameters needed from City <ul style="list-style-type: none"> · Residential Addresses with zone/district information · List of City users for GAP · Detail review and samples of permit types · Permit parameters (price, duration, quantity limits, required documents from public) · Permit prorating and/or discounts · Replacement/Change fees · Existing permit data (accounts, name/addresses, vehicles, permit numbers, etc.) 	7/2/2021	1	7/2/2021
TDS	Configuration of GAP <ul style="list-style-type: none"> · Create permit types with parameters · Import Address/Zone data · Determine City and TDS permit stock inventory · Permit inventory stock provide by City to TDS · Obtain FAQ permit information from City · Setup custom GAP page text for agency 	7/6/2021	9	7/16/2021
TDS San Jose	Meeting: Tow-Away and Haul-Route permit discussion <ul style="list-style-type: none"> · Review parameters · Import Address/Zone data · Review required fields · Obtain TAP and HRP permit data from City 	7/7/2021	1	7/7/2021

TDS	GAP testing and final setup (Residential Permits) · Confirm issuance by type, zone, permit sequence · Create and confirm permit fulfillment letter design with City · Assign payment merchant to agency in GAP	7/19/2021	10	7/30/2021
TDS San Jose	GAP training for agency users	8/2/2021	1	8/2/2021
San Jose	Staging/Sandbox GAP available to City Staff	8/2/2021	10	8/13/2021
Residential Complete	GAP Residential permits ready for public	8/16/2021	1	8/16/2021
TDS San Jose	Tow-Away & Haul-Route permit status meeting	8/17/2021	1	8/17/2021
TDS	Future Deployment: Tow-Away /Haul-Route permits	8/23/2021	25 to 45 Days	10/1/2021 to 11/1/2021
TDS	Future Deployment: GAP Mobile App for public	9/1/2021	40 Days	11/1/2021

ONLINE PORTAL FOR CITATIONS AND PERMITS				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
TDS San Jose	Schedule Kick-off Meeting	Prior to 7/1/2021	0	Prior to 7/1/2021
Portal Implementation Start Date: September 1, 2021				
TDS San Jose	Kickoff Meeting · Introduce Project Manager and TDS support contacts · Review scope and parameters for online portal · Identify primary City project manager and support contacts · Set Milestone Dates	9/1/2021	1	9/1/2021
TDS	TDS initial development	9/2/2021	23	10/1/2021
TDS San Jose	Status Update Meeting-Review initial development progress with City	10/2/2021	1	10/2/2021
TDS	TDS development-Portal user interface/web design	10/2/2021	45	12/1/2021
TDS San Jose	Status Update Meeting	12/2/2021	1	12/2/2021
TDS	TDS development-Final configuration and Testing	12/6/2021	30	1/20/2022
TDS San Jose	Status Update Meeting	1/21/2022	1	1/21/2022
TDS San Jose	TDS development with Agency Sandbox Testing	1/25/2022	14	2/11/2022

TDS San Jose	Status Update Meeting	2/14/2022	1	2/14/2022
TDS San Jose	Portal final testing and refinement	2/15/2022	14	3/3/2022
G0 LIVE	Online Portal go live with public	3/4/2022	1	3/4/2022

GIS IMPLEMENTATION				
DAY 0				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS San Jose	Sign Contract and determine Go Live Date	Prior to 7/1/2021	0	Prior to 7/1/2021
TDS San Jose	Schedule Kick-off Meeting	Prior to 7/1/2021	0	Prior to 7/1/2021
GIS Implementation Start Date: July 1, 2021				
TDS San Jose	Kickoff Meeting <ul style="list-style-type: none"> Identify assigned Project Manager and TDS support contacts for GIS Identify key City contacts to supply current GIS data. Brief demonstration of GIS features and proposed features 	7/1/2021	1	7/1/2021
TDS	fieldTRACKER Locate & Dispatch	7/1/2021	10	7/15/2021
TDS	turboINSIGHTS citation mapping	7/16/2021	25	8/16/2021
TDS	turboINSIGHTS permit mapping	8/17/2021	30	10/1/2021
TDS San Jose	Training: turboINSIGHTS	10/4/2021	1	10/4/2021
TDS	Tow-Away, Haul-Route Mapping	10/4/2021	25	11/2/2021
TDS San Jose	Training: Tow-Away and Haul-Route permits	11/3/2021	1	11/3/2021
Complete	GIS complete	11/4/2021	1	11/4/2021

EXHIBIT A-3
FINAL SOLUTION ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Solution Acceptance Certificate.

FINAL SOLUTION ACCEPTANCE CERTIFICATE

Customer Name: City of San José (“City”)

Project Name: Parking Citation Management and Permit Management Systems (Including Subsystems) and Processing Services

This Final Solution Acceptance Certificate memorializes the occurrence of Final Solution Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Solution, Software, Services, and documentation promised under this Agreement.
2. The Solution is accepted, and all punch list items generated during testing have been complete.
3. By acknowledging the Final Acceptance of the Solution, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of San José (“City”)

Turbo Data Systems, Inc. (“Contractor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B COMPENSATION

1 COMPENSATION AND PAYMENT TERMS

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Three Hundred Eighty-Five Thousand Seven Hundred Thirty Dollars (\$1,385,730)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 1.3 Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 PROJECT PERFORMANCE AND PAYMENT SCHEDULE

- 2.1 Work shall commence upon Contractor's receipt of a written Notice to Proceed (NTP) from the City's designated project manager to commence work on the project. Entry and exit criteria — criteria that shall be met before initiating or completing a project task, respectively — shall be specified by City's designated project manager. Contractor shall obtain written approval from City's designated project manager before proceeding to work on any milestone or task pertaining to the project. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 2.3 Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.
- 2.4 Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable ongoing services including subscription, technical support, maintenance, and hosting fees beginning on the date of final acceptance or the end of the Warranty Period. City shall prepay a year in advance for applicable ongoing subscription, technical support, maintenance, and hosting services provided under the Agreement.

- 2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Payment Schedule

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Citation Processing Management System (CPMS) (Including the Establishment and Staffing of the Office of Parking Violations and the Customer Service Call Center)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/2/2021	\$0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.1, Sections 2-11	8/2/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 and Exhibit A-1.1, Sections 2-11	8/31/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	8/31/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 and Exhibit A-1.1, Sections 2-11	8/31/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.1, Sections 2-11	8/31/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/31/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 and Exhibit A-1.3, List of Required Reports	9/1/2021	0
Handheld Citation Issuance System (HCIS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/22/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.2, Sections 1.1-1.6	8/17/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 and Exhibit A-1.2, Sections 1.1-1.6	8/17/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	9/1/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 and Exhibit A-1.2, Sections 1.1-1.6	9/1/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.2, Sections 1.1-1.6	9/20/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	9/21/2021	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8	9/21/2021	0
Online Portal (Citations)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/2/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/2/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/31/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	8/31/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.5, Section 6 as it pertains to citations	8/31/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.5, specifically the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	8/31/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/31/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.5 and the following sections contained therein as they pertain to citations: Section 3, Sections 4.1.1-4.1.2, 4.1.4-4.1.8, 4.2-4.5, 4.7-4.13, Section 5, and Section 8	9/1/2021	0
Final Acceptance	Final acceptance of CPMS, HCIS, and the Online Portal (Citations)	9/22/2021	\$40,000
Automated License Plate Recognition (ALPR) System			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	9/3/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.4, Sections 1-8, and Section 10	8/13/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.4, Sections 1-8, and Section 10	8/17/2021	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and any data to be migrated to meet the requirements specified in Exhibit A-1.4, Sections 1-10	8/17/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.4, Section 9	8/17/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing the requirements specified in Exhibit A-1.4, Sections 1-10	9/1/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	8/17/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8	9/2/2021	0
Final Acceptance	Final acceptance of ALPR	9/6/2021	\$140,000
Permit Management System (PMS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	11/2/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.6, Sections 1-7	10/1/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.6, Sections 1-7	11/1/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Sections 2.1.3.4 and Section 5, and any data to be migrated to meet the requirements specified in Exhibit A-1.6, Sections 1-7	11/1/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.6, Sections 3.7 and 3.8	11/1/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing the requirements specified in Exhibit A-1.6, Sections 1-7	11/1/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	11/1/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8.	11/1/2021	0
Final Acceptance	Final acceptance of PMS	11/2/2021	\$0
Online Portal (Permits)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	3/5/2022	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	10/1/2021	0

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.5, specifically the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	2/11/2022	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	3/3/2022	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.5, Section 6 as it pertains to permits	3/3/2022	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.5, specifically the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	3/3/2022	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	3/3/2022	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.5 and the following sections contained therein as they pertain to permits: Sections 3, 4, 5, 6, and 8	3/4/2022	0
Final Acceptance	Final acceptance of PMS & Online Portal (Permits)	3/4/2022	\$29,400
Geographic Information System (GIS)			
Project Management	Completion of deliverables specified in Exhibit A-1, Sections 4.1, Project Coordination, and 4.2, Project Kickoff Meeting	11/5/2021	0
Business Process Analysis	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.2 and Exhibit A-1.6, Sections 3-7	10/1/2021	0
Bridging of Gaps in Functionality	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.3 2 and Exhibit A-1.6, Sections 3-7	11/2/2021	0
Data Migration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.4 and Section 5, Data Migration	11/2/2021	0
Integration	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.5 2 and Exhibit A-1.6, Section 7	11/2/2021	0
Testing	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.7 2 and the unit testing, system testing, and user-acceptance testing of business scenarios and test scripts encompassing Exhibit A-1.6, Sections 3-7	11/2/2021	0
Training and Documentation	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.6 and Section 6, Training and Documentation	11/3/2021	0
Go-Live	Completion of deliverables specified in Exhibit A-1, Section 2.1.3.8 pertaining to the requirements specified in Exhibit A-1.6, Sections 3-7	11/5/2021	0
Final Acceptance	Final acceptance of GIS	11/5/2021	\$29,400
SYSTEM IMPLEMENTATION (DURING INITIAL TERM) MAXIMUM COMPENSATION			\$238,800

Table B2: Price List

One-Time Implementation Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Option 5 (Year 6)	Option 6 (Year 7)	Option 7 (Year 8)	Option 8 (Year 9)	Option 9 (Year 10)	Total Not to Exceed
1. One-time Setup Fee - CPMS, HCIS, and the Online Portal (Citations) (Including the Office of Parking Violations & Customer Service Call Center)	\$40,000										
2. One-time Setup Fee - ALPR System	140,000										
3. One-time Setup Fee - Permit Management System & Online Portal (Permits)	29,400										
4. One-time Setup Fee - Geographic Information System	29,400										
Subtotal Implementation	\$238,800										\$238,800
Ongoing Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Option 5 (Year 6)	Option 6 (Year 7)	Option 7 (Year 8)	Option 8 (Year 9)	Option 9 (Year 10)	Total Not to Exceed
5. Handheld Units, Including Printers and Accessories (65 at \$1,020 each)	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$66,300	\$663,000
6. ALPR System, including accessories (5 at \$3,648 each)	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	182,400
7. All Hardware and Software Licenses / Subscriptions	0	0	0	0	0	0	0	0	0	0	0
8. Citation Processing (estimated based on 240,000 citations)	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	684,000	6,840,000
9. Online Portal (5,000 Concurrent Users)	26,400	26,400	26,400	26,400	26,400	26,400	26,400	26,400	26,400	26,400	264,000
10. Office of Parking Violations	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	600,000
11. Special Collections (based on 24% collection fee)	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	23,040	230,400
12. Franchise Tax Board Collections (estimated based on 35% rate)	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	1,260,000
13. Permit Management System	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	144,000
14. Permit Fulfillment (estimated based on \$6/permit)	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	81,000	810,000
15. GIS	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
16. Permit Credit Card Fees (estimated based on 3.9% convenience fee)	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	17,550	175,500
Subtotal Ongoing Costs	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$11,469,300
MAXIMUM COMPENSATION NOT TO EXCEED	\$1,385,730	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$1,146,930	\$11,708,100

All amounts stated above are in United States currency.

3 RENEWAL PERIOD COMPENSATION

- 3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) at the same rates as the Initial Term unless otherwise requested and agreed to in writing by the Parties.
- 3.2 Price Renegotiation. Contractor may request adjustments to compensation rates sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase by more than the Producer Price Index (PPI) final demand - WPUFD4 (<https://data.bls.gov/cgi-bin/surveymost?wp>) and does not exceed 3% over the previous year’s fees, unless the City’s Living and/or Prevailing Wage, if applicable, increases by more than 3% or unless otherwise negotiated.
- 3.3 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
1 Commercial General Liability The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury/advertising injury, products/completed operations, broad form property damage, independent contractors, products and completed operations.	\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.
2 Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	\$1,000,000 combined single limit per accident for bodily injury and property damage.
3 Workers' Compensation and Employer Liability A: Workers Compensation as required by Statute and as required by the Labor Code of the State of California. B: Employers' Liability	Coverage A: Statutory Coverage B: \$1M each accident/ each employee injury by disease.
4 Professional Errors and Omissions Including coverages for negligent acts, errors, or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 each claim.	Not less than \$1,000,000 per claim.
5 Cyber & Technology Errors & Omission Technology/professional liability insurance and data protection liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering services provided under this agreement as well as all Vendor costs and fees, including damages it is obligated to pay Client or any third party, which are associated with damaged, lost or corrupted data. This may be met through a standalone policy or included as a component in a Commercial General Liability Policy.	Not less than \$2,000,000 each occurrence.
6 Crime/Custodial/Security – Commercial Crime Insurance Including coverages for loss sustained by a client as a result of employee dishonesty.	Not less than \$100,000 each loss.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- b. Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30)

days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San José, CA 95113-1905

VI. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT D CHANGE ORDER FORM

CHANGE ORDER # ____

Pursuant to Section 7 of the Agreement between _____ (“Contractor”) and the City of San José (“City”) for _____, the Agreement is hereby amended as follows:

(The following language is provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

TOTAL	
-------	--

2. The following services, products, or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

TOTAL	
-------	--

3. Exhibit ____ is hereby amended to read as set forth in the Revised Exhibit ____ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full for the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.

Contractor

Name
Title

Date

APPROVED AS TO FORM

Name
Title

City of San José

Name
Title

Date

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section ____ of the Agreement referenced above, the City of San José hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
------------	--

OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for Option Term:	
---------------------------------------	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the maximum compensation set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation and funds are available for the option term specified above.

CITY OF SAN JOSE a municipal corporation By _____ Name: _____ Title: _____ Date: _____
--



EXHIBIT F-1

CITY OF SAN JOSE CLASSIFICATION DETERMINATION

CONTRACT SCOPE: Parking Citation and Permit Management Systems and Processing Services
ISSUE DATE: September 27, 2019

Contracts governed by both the City of San José's Living Wage Policy (Resolution No. 76653) and its Prevailing Wage Policy (Resolution No. 61144) shall be subject to the Policy with the higher wage requirements. For printing and bindery services, the City's Living Wage Policy shall apply.

Living Wage Classifications

Work Description	Craft Classification(s)
Parking Citation and Permit Management Systems and Processing Services Work performed for the following tasks: <ul style="list-style-type: none"> • Handheld Citation Issuance System (HCIS) • Citation processing services • Issuance of notices and letters • Correspondence processing • Customer support services • Payment Services • Support of City's adjudication process • Collection services • Financial processing 	City of San José Living Wage If health benefits are provided, living wage rate is \$23.31 per hour If health benefits are not provided, living wage rate is \$24.56 per hour

On the anniversary date of the contract, the living wage rates will be adjusted. For an explanation of how the rates are adjusted and a history of the rate adjustments since 1998, please contact the procurement officer.

Hours and Days of Work

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

- b. Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.



**EXHIBIT F-2
LABOR COMPLIANCE
WORKFORCE STATEMENT**

Page ____ of ____

CONTRACTOR NAME: _____

CONTRACT: _____

In the chart below, list the name, prevailing wage or living wage classification(s) to be used, rate of pay and hire date for each employee expected to work on the above contract. See example below.

EMPLOYEE NAME	CRAFT/TRADE CLASSIFICATION	BASIC HOURLY RATE OF PAY (On City of San José Contract)	DATE OF HIRE (Indenture Date If Apprentice)
<i>Example: Bob Jones</i>	<i>Recycle Driver</i>	<i>\$24.28</i>	<i>6/1/2002</i>



EXHIBIT F-3 LABOR COMPLIANCE FRINGE BENEFIT STATEMENT

CONTRACTOR NAME: _____

CONTRACT: _____

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the Plan or Fund (Attach Premium Transmittal)
1. <i>Documentation of Plan contribution <u>must</u> be returned with this statement</i> Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution.	Vacation \$ _____ Health & Welfare \$ _____ Pension \$ _____ Apprentice \$ _____ Other (specify) \$ _____	_____ _____ _____ _____ _____
2. _____	Vacation \$ _____ Health & Welfare \$ _____ Pension \$ _____ Apprentice \$ _____ Other (specify) \$ _____	_____ _____ _____ _____ _____
3. _____	Vacation \$ _____ Health & Welfare \$ _____ Pension \$ _____ Apprentice \$ _____ Other (specify) \$ _____	_____ _____ _____ _____ _____

☐

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

Company Name (Please Print)

Name and Title (Please Print)

Date

Signature



EXHIBIT F-4 LABOR COMPLIANCE ADDENDUM

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Purchase Order, including all renewals and extensions, is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled “**Work Classification and/or Living Wage Determination.**”

- A. *Prevailing Wage Requirements.*** California Labor Code and/ or Resolutions of the San José City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- B. *Living Wage Requirements.*** Any person employed by Contractor or subcontractor or City financial recipient or any sub recipient whose compensation is attributable to the City’s financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.
- C. *Reports.*** Contractor shall file a completed and executed copy of this Addendum with the Department of Finance/Purchasing Division. Upon award the Department of Finance/Purchasing Division shall provide the contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be returned within 10 days of receipt.** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.
- D. *Coexistence with Any Other Employee Rights.*** These provisions shall not be construed to limit an employee’s ability to bring any legal action for violation of any rights of the employee.

E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

1. **General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):
 - a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 - b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 - c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San José because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San José.
 - d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.

- a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.

- b. **RESTITUTION:** Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
- c. **SUSPENSION OR TERMINATION:** Suspend and/or terminate Agreement for cause;
- d. **DEBARMENT:** Debar Contractor or subcontractor from future City contracts and/or deem the recipient ineligible for future financial assistance.
- e. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**

City

Contractor

By _____

By _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

EXHIBIT G

INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS

The requirements checked below define the City's Information Technology and Security Requirements as they pertain to this Agreement. Contractor shall comply with the following requirements in providing all Information Technology-related software, services, and equipment.

☒ **1. Non-Contractor Software**

Contractor shall procure, on City's behalf, the third-party software pursuant to and in accordance with the license and maintenance agreements. Contractor shall serve as City's agent for purposes of obtaining and implementing the items and services contemplated by such agreements. In procuring the third-party license and maintenance service, Contractor shall ensure the following:

- The license and service include guarantees and warranties;
- The City is either the direct or third party beneficiary to the guarantees and warranties of the agreement(s);
- The license and service include option(s) to purchase a warranty for a longer period if commercially available, and that the City may exercise the option(s);

☒ **2. Privacy and Disclosure**

Contractor agrees in the performance of services to comply with City's Privacy and Disclosure Policy, Exhibit G-1. Contractor shall ensure that all webpages that it creates are consistent with the Policy. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the Policy.

Personal identifying information, financial account information, and restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Contractor shall encrypt and password-protect electronic files, store and process City data only in North America, and adhere to any applicable security standards, including the National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 15408/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, U.S. Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al., as may be amended or updated. This includes data saved to host locations, computers, connected devices, and storage devices.

☒ **3. Payment Card Industry Requirements**

Contractor agrees to comply with the City's Payment Card Industry (PCI) Requirements in the

performance of the services provided under this Agreement Exhibit G-2.

☒ **4. Warranty for Services and Software Customizations**

Contractor warrants to City that Contractor shall render all Services and software customizations provided under this Agreement with reasonable care and skill and warrants that they will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services and software customizations for a period of one (1) year after Final System Acceptance, Exhibit A-3 (“Warranty Period”). During the Warranty Period, City will notify Contractor if any Services or software customizations do not conform to City’s specifications as contained in the Scope of Services Exhibits A-1, including all A-1 sub exhibits. Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at no additional cost to the City) repair the defective Services or software customizations. The one (1) Warranty Period is reset for any repaired or replaced item(s), beginning upon City acceptance of the repaired or replaced item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

☒ **5. Warranty for Software**

Unless otherwise stated in the Software License Agreement, Contractor warrants the Contractor Software for one (1) year from the date of Final System Acceptance in accordance with the terms of the Software License Agreement and the provisions of Section 4.

☒ **6. Operability**

Contractor warrants that the Software and any customizations will be delivered to the City malware free and does not contain any timers, counters, or preprogrammed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner as documented.

☒ **7. Upgrades**

Contractor agrees to maintain the Software to operate on all compatible upgrades of the hardware product line and operating systems used by City and specified in the Software License Agreement.

☒ **8. New Media**

Media upon which any Software or software customizations are delivered to City by Contractor:

- 8.1 Shall be new and free from defects in manufacture and materials;
- 8.2 Shall be manufactured in a good and workmanlike manner using a skilled staff fully qualified to perform their respective duties;

- 8.3 Shall, during the Warranty Period, function properly under ordinary use and operate in conformance with the specifications; and
- 8.4 In the event that media on which any Software Application, Customer Software, or Third Party Application Software is delivered is defective and cannot be read or utilized for its intended purpose by Contractor supplied or approved equipment, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

☒ 9. Confidential Information

9.1 Confidentiality

All data and information generated, collected, developed, discovered, or otherwise saved in the System exclusively for the City (collectively the “Data”) by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City or as required by law.

9.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor’s facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by City’s facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned

9.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under this Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the Scope of this Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

9.4 Security

Contractor shall maintain effective controls and security to protect the Data, including conducting daily and incremental backups to a redundant data storage location, providing redundant power,

internet, site redundancy, and emergency recovery procedures.

9.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment, including, but not limited to, providing the City with a copy of current source code, support materials, and sufficient time to effect the transition. City agrees to only use such code and materials to support the City's use of the Software. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

9.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

☒ 10. Security Requirements

10.1 Privileged Information

Contractor shall provide any and all information systems security findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

10.2 Secure Transmission

Contractor shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

10.3 Secure Access

Contractor shall have all equipment, materials, and support necessary to remotely connect to the City servers and computers via a secure connection per City access protocols. The City will provide secure VPN access into the network to the Contractor as required. On-site access will also be provided as needed and as mutually agreed by the parties.

10.4 Security Policy and Standards

Contractor shall adhere to the City's *Information and System Security Policy* and *Information Security Standard Handbook* or any other similar standard such as NIST SP800-53, ISO 27005, CIS, or COBIT, in providing the services.

10.5 Security Controls

Contractor shall implement security controls in accordance with the City's Security Policy and Standards or any other acceptable standard to assess any solution prior to first release or release of any major improvement or enhancement. Contractor's solution must be audited by a third party at least once a year and results shall be share with City along with regular updates on risk mitigation.

10.6 All City Data provided to Contractor for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination.

10.7 Limited Access

If necessary for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards, regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor's employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

10.8 Compromised Security

In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City immediately. Contractor agrees to reimburse the City for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the

10.9 Incident Response

Contractor shall develop and maintain an Incident Response plan for providing notification, containing, eradicating, and recovering from a significant incident that impacts the operations of the solution.

10.10 Contingency Planning

Contractor shall develop and maintain a Contingency Plan for providing resiliency and redundancy to the solution.

EXHIBIT G-1

PRIVACY AND DISCLOSURE POLICY

The purpose of this statement is to define the City of San José's policy with regard to the collection and use of personally identifiable information (PII). PII is any information relating to an identified or identifiable individual who is the subject of the information. Users of City systems should be informed of the following:

The City of San José collects two kinds of customer information: (1) anonymous and (2) personally identifiable information (PII).

1 ANONYMOUS INFORMATION

This type of information does not identify specific individuals and is automatically transmitted. This information consists of:

- The URL (Uniform Resource Locator or address) of the web page user previously visited.
- The domain names and/or IP addresses which are numbers that are automatically assigned to City computers whenever users are connected to the Internet or World Wide Web.
- The browser version users are using to access the site.

This information is used to help improve the City's systems. None of the information can be linked to an individual.

2 PERSONALLY IDENTIFIABLE INFORMATION (PII)

This type of information could include name, address, email address, telephone number, or credit/debit card information. The City will make every reasonable effort to protect City privacy. It restricts access to City personal identifiable information to those employees who will respond to City request. The City does not intentionally disclose any personal information about Contractor customers to any third parties or outside the City except as required by law or by the consent of the person providing the information.

The City only collects personally identifiable information that is required to provide service. User can decline to provide us with any personal information. However, if user should choose to withhold requested information, the City may not be able to provide user with the online services dependent upon the collection of that information.

3 ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION

Access to personally identifiable information in public records at local levels of government in San José is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general policies for access to City records, other sections of the California code as well as federal laws also deal with confidentiality issues.

4 EMAIL ADDRESSES

Email addresses obtained by the City will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of the Public Records Act, other applicable sections of the California code as well as Federal laws. Email or other information requests sent to the City may be maintained in order to respond to the request, forward that request to the appropriate City within the City, communicate updates to the City page that may be of

interest to citizens, or to provide the City staff with valuable customer feedback to assist in improving the site. Individuals can cancel any communications regarding new service updates at any time.

5 USE OF “COOKIES”

Some City applications use “cookies”. A cookie is a small data file that certain web sites write to City hard drive when user visit them. A cookie file can contain information such as a user id that the site uses to track the pages user have visited. But the only personal information a cookie can contain is information supplied by user. A cookie is only a test file and cannot read data off user’s hard disk or read cookie files created by other sites. Cookies can track user traffic patterns, recognize users computer’s browser when user return, and could provide personalized content without requiring sign-in.

User can refuse cookies by turning them off in user browser. However, they may be required to use some of the web applications on the City’s Web Site.

6 SECURITY

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by City’s systems and has taken reasonable precautions to protect such information from loss, misuse, or alteration.

7 CONTRACTUAL SERVICES FOR THE CITY’S SYSTEMS

To ensure that contractors who have access to or provide contractual services for the City are not allowed to re-sell or in any way share or convey to another party or use it for another purpose any information that they may have access to in the course of doing business for the City; all City contracts regarding such services should contain a requirement that the Contractor must comply with the City’s IT and Security Policies, to include PII and any other sensitive data.

8 ELECTRONIC SIGNATURES AND PAYMENTS

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by Contractor web site and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When a City application accepts credit cards or any other particularly sensitive information for any of its services, it encrypts all ordering information, such as the customer's name and credit card number, in order to protect its confidentiality.

9 DISCLAIMER

City systems should contain a disclaimer substantially containing the following information:

- 9.1 The City of San José is neither responsible nor liable for any delays, inaccuracies, errors, or omissions arising out of user’s use of City systems or with respect to the material contained, including without limitation, any material posted on the Site nor for any viruses or other contamination of user’s system. City systems and all materials contained on it are distributed and transmitted “as is” without warranties of any kind, either express or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of San José is not responsible for any special, indirect, incidental, or consequential damages that may arise from the use of, or the inability to use, the City systems and/or the materials contained on the City systems whether the materials contained on the City systems are provided by the City of San José or a third party. The City of San José is neither responsible nor liable for any viruses or other contamination of user’s system.

9.2 Access to Information

Unless otherwise prohibited by state or federal law, rule or regulation, user will be granted the ability to access and correct any personally identifiable information. The City will take reasonable steps to verify user's identity before granting such access. Each City service that collects personally identifiable information will allow or review and update of that information.

9.3 Non-City Systems

Non-City systems may be linked through City systems. Many Non-City systems may or may not be subject to the Public Records Act and may or may not be subject to other sections of the California code or federal law. Visitors to such sites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

9.4 The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked systems are not under the control of, nor maintained by, the City, and the City is not responsible for the content of these systems, which can and do change frequently. In addition, inclusion of the linked systems does not constitute an endorsement or promotion by the City of any persons or organizations sponsoring the linked systems.

EXHIBIT G-2

PAYMENT CARD INDUSTRY (PCI) REQUIREMENTS

Contractor represents and warrants that any system used by the Contractor and the software applications it provides for the purpose of performing services related to storing, processing or transmitting payment cardholder data, at any point during the term of this contract shall be secured and certified to meet Payment Card Industry Data Security Standard (“PCI-DSS”) and Payment Application Data Security Standard (“PA-DSS”) established by the Payment Card Industry Security Standards Council as set forth online at <https://www.pcisecuritystandards.org>, as may be amended by the PCI Security Standards Council from time to time.

1 PERFORMANCE STANDARDS:

PCI-DSS is a multifaceted security standard comprised of twelve (12) general requirements including requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. The following requirements are designed to build and maintain a secure network; protect cardholder data; ensure the maintenance of vulnerability management programs; implement strong access control measures; regularly monitor and test networks; and ensure the maintenance of information security policies:

- 1.1 Build and Maintain a Secure Network
 - 1.1.1 Install and maintain a firewall configuration to protect cardholder data.
 - 1.1.2 Do not use vendor-supplied defaults for system passwords and other security parameters.
- 1.2 Protect Cardholder Data
 - 1.2.1 Protect stored cardholder data using methods such as encryption, truncation, masking, hashing, and any other effective methods of protecting stored data to mitigate potential risks.
 - 1.2.2 Encrypt transmission of cardholder data over open, public networks.
- 1.3 Maintain a Vulnerability Management Program
 - 1.3.1 Use and regularly update anti-virus software or programs.
 - 1.3.2 Develop and maintain secure systems and applications.
- 1.4 Implement Strong Access Control Measures
 - 1.4.1 Restrict access to cardholder data to ensure critical data can only be accessed by authorized personnel, systems and processes based on the least amount of data and privileges needed to perform a job.
 - 1.4.2 Assign a unique identification (“ID”) to each person with computer access to maintain accountability and traced actions taken on critical data and systems to known and authorized users.
 - 1.4.3 Restrict physical access to cardholder data.
- 1.5 Regularly Monitor and Test Networks

1.5.1 Track and monitor all access to network resources and cardholder data.

1.5.2 Regularly test security systems and processes.

1.6 Maintain an Information Security Policy

1.6.1 Maintain a policy that addresses information security for all personnel

- 2 **Certification:** Contractor agrees to promptly provide, from time to time at the request of the city, current evidence, in form and substance reasonably satisfactory to city, of compliance with PCI-DSS and PA-DSS, which has been properly certified by an authority recognized by the payment card industry for that purpose. if during the term of this Agreement, Contractor undergoes, or has reason to believe that it will undergo, and adverse change in its certification or compliance status with the PCI-DSS or PA-DSS or other material payment card industry standards, it will promptly notify the City of such circumstances.
- 3 **Audit:** Contractor agrees to, at contractor's own expense, perform an independent audit of any system used to store, process, or transmit payment cardholder data by an independent third party on a quarterly basis to ensure the system is and continues to satisfy PCI-DSS. at a minimum, the audit shall scan for all known methods used by hackers to access private information, vulnerabilities that would allow malicious software (i.e. viruses and worms) to gain access to or disrupt the network devices.
- 4 **Material Breach:** Failure by Contractor to comply with any provision of this exhibit shall constitute a material breach of this Agreement.
- 5 **Notifications:** Should the Contractor have a failure of security protocols such that customer data is compromised, the Contractor shall immediately notify the City.