AGREEMENT FOR PARKING CITATION PROCESSING/COLLECTION SYSTEM AND CUSTOMER SERVICE CENTER BETWEEN THE CITY OF SAN JOSÉ AND TURBO DATA SYSTEMS, INC.

This Agreement is entered into as of January 1, 2009 between the City of San José, a municipal corporation ("City"), and Turbo Data Systems, Inc, a California contractor ("Contractor").

R E C I T A L S

1. City has issued a Request for Proposal ("RFP") for parking citation processing/collection sytem services with a customer service center;

2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;

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 - Scope of Services
Exhibit A-1, Additional Security and Data Privacy Requirements
Exhibit B - Compensation
Exhibit C - Insurance Requirements
Exhibit D - Labor Compliance Addendum
Exhibit E – RFP 08-09-03, Parking Citation Processing/Collection System and Customer Service Center AND Turbo Data Systems, Inc. Response (On CD)

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.

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.

2 SCOPE OF SERVICES

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

3 TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement is from January 1, 2009 to December 31, 2009, inclusive, subject to the provisions of Section 7 and subsection 3.2.

3.2 Options

City has the right to extend the term of this Agreement for four (4) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit B. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

3.3 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 COMPENSATION

City shall pay Contractor an amount not to exceed $600,000 for Contractor's services and reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation".

5 TAXES AND CHARGES

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

6 LABOR COMPLIANCE

This Agreement is subject to City's Prevailing/Living Wage Policy and the applicable implementing regulations (collectively, the "Policy"). Contractor shall comply with the provisions of the attached Labor Compliance Addendum (Exhibit D), which sets forth Contractor's obligations under the Policy.

7 TERMINATION

7.1 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.

7.2 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.

7.3 Termination Authority

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

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7.4 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.

8 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

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

10 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.

11 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.

12 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.

13 CONFLICT OF INTEREST

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

14 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.

15 GIFTS

15.1 Prohibition on Gifts

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

15.2 No Offer

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

15.3 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 7 of this Agreement.

16 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San Jose 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.

17 CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

18 OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

19 CONTRACTOR'S BOOKS AND RECORDS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

20 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, will be voidable at City's sole option.

21 SUBCONTRACTORS

Contractor may not use subcontractors to perform any services authorized under this Agreement.

21.1 Authorized Subcontractors

Notwithstanding Section 20 (Assignability) above, 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.

21.2 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.

22 GOVERNING LAW

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

23 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 Jose, 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.

24 NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City:	Director of Finance City of San Jose 200 East Santa Clara St. San Jose, CA 95113
To Contractor:	Turbo Data Systems, Inc. 210 N. 4th Street, Suite 150 San Jose, CA 95112

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

25 MISCELLANEOUS

25.1 Survival of Provisions

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

25.2 Assignment

Subject to the provisions of Section 20 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

25.3 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.

25.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

City of San José
a municipal corporation

By_____
Mark Giovannetti
Procurement Officer
Date:_____

Turbo Data Systems, Inc.
a California corporation

By_____
Name:
Title:
Date:_____

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EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following services:

1 OVERVIEW

1.1 As the primary representative of the City of San Jose for parking citation processing and collection services, the Contractor shall provide or obtain a wide variety of parking management services and meets demanding performance levels. The Contractor shall be responsible for providing the timely production of all correspondence, including notices and letters, the accurate processing of all DMV transactions, and the maintenance of records for all city parking meters.

1.2 The Contractor shall supply through in-house staff or through subcontract all present and future parking management needs, including new duties and responsibilities assigned to the Department by the Mayor, City Council, the City Manager, or pursuant to State and Federal laws.

1.3 The Contractor shall be responsible for operating the Office of Parking Violations, providing a parking management information System made up of many different components, providing technical support for both the Contractor's System and future development, providing security for both physical facilities and City data, and ensuring that the System is protected through periodic maintenance and able to recover from major disruptions.

1.4 The Contractor shall be responsible for meeting the Additional Security and Data Privacy Requirements included in Exhibit A-1 to the Agreement.

2 DEFINITION OF TERMS

2.1 **Acceptance.** The successful completion of the Acceptance Tests described herein.

2.2 **Business Day.** Any day of business, Monday through Friday, 8:00 a.m. to 5:00 p.m., other than national or City holidays or weekends. The Customer Service Center shall be open each business day, Monday through Friday, 9:00 a.m. to 4:00 p.m., other than national or City holidays or weekends.

2.3 **City.** City of San Jose.

2.4 **Collection Rate.** The number of parking citations fully paid and dismissed, within one year from the month of issuance divided by the total number of outstanding parking citations and reflected as a percentage. This equals the percentage of citations on the System which show a balance due of $0.

2.5 **Contract Administrator.** Parking Administrator.

2.6 **Contractor** Entity that performs scope of work outlined in this contract.

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2.7 Correspondence. Citizens' written requests, complaints, and inquiries concerning parking citations and related business, such as administrative reviews and hearings, civil appeals, code explanations, enforcement policies, and all other related business. Correspondence also includes all returned mail.

2.8 Council. City Council of the City of San Jose.

2.9 Court. Santa Clara County Municipal Court

2.10 Day(s). Consecutive calendar days, not business or working days.

2.11 Department. The City department responsible for administering the City's citation processing program.

2.12 Director. The Director of the Department of Transportation or his/her authorized representative.

2.13 DMV. California Department of Motor Vehicles.

2.14 Downtime. The amount of time during Principal Hours when the System is not available for its intended use by the City and its Contractors, measured in hours and whole minutes.

2.15 Effective Date. The date on which the contract for parking citation processing is executed by the City Clerk.

2.16 Error Corrections. Those emergency and unplanned actions taken to correct or repair System hardware or software anomalies which have a negative impact on the operation or use of the System.

2.17 Initial Processing. The completion of the following actions: opening all correspondence; determining what action is required; entering the action into the parking citation data processing system; beginning appropriate investigative actions to insure resolution of complaints or questions; and, implementing appropriate control and monitoring procedures to insure that correspondence is processed to completion.

2.18 Intended Use. All of the functions the System is intended to execute as set forth in the Scope of Work.

2.19 Lockbox. The mail-in payment collections service module that receives parking citation payments and posts them via on-line communications to the parking citation data processing system. Lockbox is also responsible for the daily deposit of mail-in payment revenues to the City's banking institution.

2.20 Office of Parking Violations (OPV). The service module described in Section 2.4.3 that provides the facilities where citizens may obtain information from customer service representatives and make payments related to parking citations. The OPV also receives and processes written correspondence and telephone calls regarding parking citations. The OPV service module provides first-line administrative reviews of parking citations.

2.21 Operational Use Time. The time during Principal Hours when the parking citation data processing system is available to the City for its Intended Use, measured in hours and whole minutes.

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2.22 Operations. The on-going operations of the parking citation data processing system and the Office of Parking Violations, subsequent to acceptance by the City and implementation by the Contractor.

2.23 Parking Citation Data Processing System. All System hardware, System software, System documentation, offices, staff, equipment and supplies comprising the parking management information System collectively. Reference to the System may include one or more components or the entire System depending on context.

2.24 Principal Hours. The hours available to City staff for access to the parking citation data processing system: 7:00 a.m. to 9:00 p.m. seven (7) days a week.

2.25 Recovery from Catastrophic Failure. Those corrective efforts undertaken by the Contractor as a direct result of either serious human error or malicious action, natural disaster, fire or flood, which cause either disruption of services to the City for an extended period of time or loss of data.

2.26 SubContractor. Any person, entity or organization to which the Contractor proposes delegating any portion of its contractual obligations.

2.27 System Hardware Specifications. As specified in Section 3.5, all equipment, data processing hardware, peripherals, couplers, cabling, wiring, operating Systems, data circuits and other items required to support the specifications and requirements. Reference to System hardware shall include one or more components.

2.28 System Software Specifications. As specified in Section 2.5.

2.29 Technical Assistance. Assistance provided by the Contractor to the City to enhance or modify the System beyond the requirements set forth in the Specifications and Requirements.

2.30 Terminal Response Time. The interval measured from the time the end user depresses the “Enter” key to the time an initiation or System acknowledgment is received.

2.31 Terminal Uptime. The aggregate amount of time, during Principal Hours each month, all terminals on the Contractor's network are operational and available for their Intended Use.

3 DATA PROCESSING/COLLECTIONS SYSTEM.

3.1 The major components of the Processing/Collection System are processing new parking citations and providing customer service for the public in resolving citations. These topics are thoroughly discussed in the sections that follow, including the Contractor's responsibilities, minimum service levels, and required performance levels. The services provided shall be accurately and consistently monitored, reported, and the City shall be able to conduct in-depth audits of all aspects of services provided.

3.2 The major components of the Processing/Collection System are processing new parking citations, and providing customer service for the public in resolving citations. The services provided shall be accurately and consistently monitored, reported, and the City shall be able to conduct in-depth audits of all aspects of the operation.

3.3 NEW CITATION PROCESSING.

3.3.1 The Contractor shall provide a complete data processing System - including all support personnel, that is capable of processing between 150,000 and 250,000 handwritten and electronically generated parking citations per year. Approximately 80% of all citations issued annually are generated from handheld devices, and 20% are handwritten.

3.3.2 At this time the City has implemented handheld computer technology for issuing parking citations. Accordingly, the Contractor shall be capable of processing both types of citations throughout the period of this contract.

3.3.3 Citation processing includes all phases from initial entry to a computer database to final closure by payment, dismissal or other disposition.

3.4 HANDWRITTEN CITATION PROCESSING.

City staff currently batch all handwritten citations and complete a "batch control log" listing dates and batch numbers. The Contractor is required to provide transmittal forms, which are completed and affixed to each batch of citations. The Contractor shall:

3.4.1 Pick up handwritten citations and batch control logs on a daily basis from the Department.

3.4.2 Reconcile the physical count of citations and the number of batches noted on the control log each day.

3.4.3 Maintain backup hardware and software facilities to provide a level of redundancy sufficient to always ensure compliance with the requirement that new citations be updated to the computer database within two working days of receipt by the Contractor.

3.4.4 Provide a clear, archive quality record of each citation and assign a sequential document locator number to each record.

3.4.5 Accept full responsibility for providing clearly readable reproductions of all records upon request from the public or the Department within 48 hours of request.

3.4.6 All citations shall be accounted for and reconciled during the recording process.

3.4.7 Record on the database the following elements from each handwritten citation:

Citation Number	Vehicle Make
Issue Date	Vehicle Model
Issue Time	Vehicle Type
Agency	Vehicle Color
Officer Name	Vehicle ID Number
Officer Badge Number	Violation Code
Registration Expiration Date	Vehicle License Number
Location of Violation	Any Comments or Notes
Meter Location	

3.4.8 Contractor shall provide data verification and quality control process that the Contractor shall perform to validate the data transcribed from handwritten citations.

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3.4.9 Apply checks for valid combinations of alpha or numeric data for particular fields, apply check digit algorithm to control errors in the citation number data entry field, and establish edits to cross check batch numbers and batch counts.

3.4.10 Provide a report, upon request of the Parking Administrator, listing those citations with data field errors within 48 hours of request.

3.4.11 Research any rejects or errors and process data entry corrections within four (4) working days from the date the error appears on a daily report.

3.4.12 Process citations voided by authorized Department personnel as a separate transaction type which designates them as "not valid," and record balance due of zero for each voided citation.

3.4.13 Retain all original citation documents at the Contractor's place of business.

3.5 CITATION PROCESSING FROM AUTOMATED HANDHELD DEVICES.

3.5.1 The Contractor shall completely manage and process citations issued by a handheld computer device.

3.5.2 The handheld computer ticket writers shall allow citation data, as well as other types of information to be electronically transmitted, thereby eliminating the need for physical counting, batching, and delivery of citations. The Contractor shall be responsible for ensuring the integrity of the transmission and reconciling the number of citations transmitted with the number received and processed. Prior to implementing use of handheld ticket writers, the Contractor shall provide a thorough description of the data transmission and reconciliation procedures that are proposed.

3.5.3 The Contractor shall also:

3.5.3.1 insure that each electronically generated citation has a unique number of algorithm check digits to avoid duplication;

3.5.3.2 provide on demand an electronic facsimile of all citations generated by handheld devices;

3.5.3.3 process "voided" computer generated citations so that they can be identified upon inquiry;

3.5.3.4 and for processing electronic citations issued to motorists who leave the scene of a violation so that a facsimile can be mailed to the registered owner within ten (10) days of issuance.

3.6 CITATION INQUIRY

3.6.1 The Contractor shall provide on-line, real-time access to all citation data, vehicle registration owner data, and complete records of all processing status and public contacts by phone or mail. The System shall provide such data by detail category, as well as in a summary format. The data retrieval System shall be able to accommodate the requirements of the City's Administrative Adjudication Program and any other specialized program.

3.6.2 The System shall have controls, checks and balances sufficient to ensure data integrity for all information processed for the Department. Full audit trail information for every processing transaction shall be captured and permanently retained for each citation. All processing activities, including direct public support transactions, shall be subjected to detailed audit by the City.

3.7 INQUIRY CAPABILITY

3.7.1 The Contractor's System shall provide, at a minimum, inquiry capabilities which allow users to retrieve parking citation data by entering the appropriate information into one of the following citation data fields:

3.7.1.1 License Plate Number

3.7.1.2 Vehicle Identification Number

3.7.1.3 Citation Number

3.7.1.4 Full or partial name of the registered owner

3.7.2 If multiple entries exist for one of the given criteria (except for citation number), there should be a menu from which the user may select a desired record. Once a record is singled out, a summary should be

3.7.3 Cross reference information should be displayed for the license plate, 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, and effective date of vehicle ownership, as well as status indicators showing conditions such as a bad check history or outstanding City-imposed administrative fees which will be entered into the System by the Contractor. The information displayed shall be determined by the Department for each citation and shall be clearly presented. There shall also be an indicator to alert the user if more related data is available, but not presented on the data screen in use.

3.8 SPLIT PLATE LOGIC

3.8.1 The Contractor's data processing System shall reliably and automatically compare the issue date of each citation with the vehicle registration date information on file at the DMV. The System shall use registration date information to assign legal responsibility for each citation to a registered owner based on the effective date the license was assigned to a particular individual by a motor vehicle registry. Citations issued before a change in registered owner shall be assigned to the previous owner.

3.8.2 The Contractor's System shall also accommodate the manual entry and processing of owner name and address information.

3.8.3 In addition the Contractor's processing System shall provide on-line, real-time display of multiple citation records for a single plate, split by date of ownership.

3.9 CUSTOMIZED INFORMATION

The Contractor's System shall be capable of providing user-specified methods of inquiry and present information in formats determined by the Department. The Contractor's entire System shall be dynamic and capable of being readily and efficiently adaptable to changes in policy, user preference, or future changes in the processing, collection, and public service

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environment. At a minimum, the following categories of data shall be available, but is not limited to:

3.9.1 Citation Information: issuing agency, badge number, location of the violation, meter number, comments or notes written on the citation.

3.9.2 Payment Data: payment amount, source (lock box, walk in, DMV), method of payment (cash, check, etc.), and payment processing date. Note: All payment data shall be in an on-line, real-time environment.

3.9.3 Fine Status: original fine amount, late payment penalty, total paid, total reduced, total due, amount overpaid, reason for overpayment including all data processing support required to meet the Department's legal obligation to refund overpayments.

3.9.4 Citation Processing Data: date citation updated to System, batch number and date, date of next processing step.

3.9.5 Vehicle Information: vehicle identification number, make of vehicle, year of vehicle, month and year of registration expiration, vehicle body type and color.

3.9.6 Noticing Information: complete listing of each notice mailed with the actual mail date displayed.

3.9.7 Administrative Hearing Information: date hearing requested, date hearing is to be held, hearing time scheduled, rescheduling date (if applicable), disposition, and any reduction in fine.

3.9.8 Case Status: amount due, amount paid, current suspend code and description, date temporary suspension is removed, and "Contest Status" (a field that shows where a citation may be on the administrative adjudication timeline).

3.9.9 Administrative Review Summary: citation issue date, time and reason for administrative review, investigation type and date processed, last date to contest the citation, administrative review decision and date decision entered and mailed to registered owner or complainant.

3.9.10 Correspondence Information: types of correspondence letters mailed, with the date and time of processing.

3.9.11 General Citation Information: issue date, time, location, municipal or vehicle code violated, and amounts of fines due.

3.9.12 This information shall be available through an integrated database, which allows:

3.9.12.1 City staff to know what data is on the ticket, what enforcement and adjudication actions occurred, and what notices have been sent. This data is used primarily to expedite a resolution to public inquiries.

3.9.12.2 City Hearing Examiner to have ready access to all information required for a fair hearing.

3.9.12.3 City department personnel to see all citation data, the enforcement actions that occurred, all citation collection noticing, when a court hearing or

administrative review took place and the outcome of each, and complete information on the vehicle's registered owner, and the name of the person responsible for the citation (if different than the registered owner).

3.9.12.4 City department staff to analyze data to conduct parking meter investigations investigate and respond to public complaints.

3.9.12.5 City department accounting staff to pre-audit, review and process refunds and bounced checks, audit and reconcile revenue distributions, and balance all deposits with Contractor and City records.

3.9.12.6 Parking enforcement staff to obtain detailed parking control officer information, identify errors, analyze trends, determine officer deployment, and continually enhance geographical deployment requirements.

3.10 CITATION SELECTION.

To facilitate the examination of citation information, the Contractor's System shall have the capability of on-line, real-time display of citations with a common characteristic. For example, entry of an individual license plate record shall result in the System displaying:

3.10.1 All citations assigned to the license plate;

3.10.2 The option of displaying only those citations which are "open," with a positive balance owed;

3.10.3 An indicator for all citations currently marked at the DMV for a hold on registration renewal; and

3.10.4 An indicator which gives an on-screen warning that additional license plate records exist for an individual vehicle owner or operator. This shall be used as an indicator that further research is required. The System should be able to display all license plates related to an individual on a summary screen in order to improve the City's ability to collect fines from owners of multiple vehicles.

3.11 CITATION DETAIL.

For each citation record the City shall be able to access in an on-line, real-time mode, at a minimum but not limited to, the following:

3.11.1 Summary Citation Data: citation number, license plate and state of issuance, parking meter number, violation code with description, issue date and time, location, amount due, and current processing status.

3.11.2 Enforcement Data: badge number of the issuing officer and issuing agency code.

3.11.3 Vehicle Data: vehicle identification number, vehicle make, vehicle color, vehicle type, registered owner name and address as provided by the DMV, and effective date of vehicle ownership.

3.11.4 Financial Data: the original fine amount plus any penalty or fees that have been added, such as late payment penalty, returned check fee, or fee for obtaining a copy of a citation.

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3.11.5 Mail Data: the mail date and description of all notices or correspondence letters mailed.

3.11.6 Processing Data: the processing batch date and number, date on which the citation was updated to the Contractor's System, the date registered owner information was requested and received from the vehicle registry, and the date that a registration hold was placed, confirmed and released at the DMV.

3.11.7 Registry Data: the vehicle make as recorded by the DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal.

3.11.8 Adjudication Data: for administrative adjudication reviews and hearings: the date, time, office location, and disposition.

3.11.9 Phone-in, Walk-in Data: for all phone inquiries or in person contact with citizens.

3.11.10 Suspend Data: the date and time a temporary suspension is applied that stops normal processing, the identification of the person processing the suspension, type of suspension, and the date the suspension shall be removed and processing resumes.

3.11.11 Correspondence Data: the date, time, code and description of all correspondence mailed relating to a citation.

3.11.12 Case Status: all requests for administrative review are recorded including last date for requesting administrative review, dates received and letters mailed as a result of decision from the initial review and date forwarded to the City.

3.11.13 Payment Data: payment date, payment type, payment source, amount, method of payment, payment batch number, and payment processing microfilm tracking number.

3.12 CITATION HISTORY

On-line real-time access shall be provided for a history of all citation activity, which displays all processing transactions associated with a single citation. There shall be a display which includes every transaction related to an individual citation and which forms a permanent audit trail for future inquiry and research. All transactions shall be listed in chronological order, 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 notices by type, date and mail date, Office of Parking Violations cashiering activity, and complete historical data such as name and/or address changes or other manual or automated corrections and revisions.

3.13 LICENSE DETAIL

Detailed information related to a particular vehicle license plate shall be immediately accessible in an on-line, real-time environment. Like the information required for citation activity, license plate detail shall include information related to a single license plate, separated into various categories, including:

3.13.1 General Information: the license plate, effective date of vehicle registration, vehicle identification number (VIN).

3.13.2 Registry Information: the dates on which DMV data were requested, returned from DMV and confirmed or errors noted, processed by the Contractor by updating the data base with registered owner's full name, address and vehicle identification number.

3.13.3 DMV Hold Data: the number of citations charged to the license plate that are currently confirmed and on hold at the DMV, and data on the holds that have been released.

3.13.4 Seizure Data: the number of citations which count toward eligibility for immobilization (booting) or seizure (towing), as set forth by State law, and the total amount of fines these citations represent.

3.13.5 Returned Mail Data: the date that any notice or correspondence was returned by the Post Office as undeliverable.

3.13.6 Correspondence Mail Data: reverse chronological listing (most recent listed first) of correspondence mailed to the responsible party for a citation, including the date and time mailed and the type of correspondence.

3.13.7 Summary of Fees: all penalties charged against the responsible part for a vehicle license plate, with any payments or penalty waivers recorded and displayed.

3.13.8 Financial Summary Data: the total amount of fines and fees due for an individual vehicle, and and existing unpaid balance.

3.14 DMV DATA INTEGRATION.

The Contractor shall immediately retrieve and integrate into the parking citation data processing system, vehicle-related information that shall be obtained by the Contractor in a real-time, on-line environment from the California DMV and through a variety of environments with all out-of-state motor vehicle registries. This capability shall include the continuous on-line, real-time placing and releasing of vehicle registration holds with the California DMV. In addition to the name and address of the registered owner of the vehicle cited, the vehicle identification number (VIN) shall be obtained and presented in a format that permits a direct comparison with the last four digits of the VIN entered from an original parking citation. The California DMV also plans to establish a database which contains the driver's license number and possibly the Social Security Number of the registered owner of a vehicle. The Contractor's System shall be capable of recording this data if the State establishes this new database.

3.15 NAME AND ADDRESS PROCESSING.

3.15.1 The Contractor's System shall record when mail sent to a registered owner is returned as not deliverable. The bad address information shall be retained and displayed until updated information is received. The Contractor shall make a minimum of four 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 Department not to be the responsible party, or when mail is returned from a bad address.

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3.15.2 The Contractor's System shall 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, the System shall split the record and create a separate record assigning responsibility for citations based on the effective date of registration.

3.15.3 The Contractor's System shall be able to process all DMV name and address transactions required to support City parking operations.

3.16 STATUS OF CONTESTED CITATIONS.

The requirement under State law that local jurisdictions institute an administrative review process for parking violations has made critical the tracking and accurate recording of all actions and the dates they were taken. State law mandates that a parking citation be contested within 21 calendar days of the date it was issued, or 14 calendar days from the mailing of a notice of delinquent parking violation. State law also requires that a jurisdiction hold an administrative hearing within 90 calendar days from the receipt of a request. For these reasons, the Contractor *shall* provide a System 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.

3.17 CUSTOMER SERVICE.

3.17.1 Interaction between the City and the public in matters related to parking citations occurs primarily through the Office of Parking Violations (OPV). The customer service functions to be handled by the Contractor include answering phone calls, the receipt and processing of correspondence, and the operation of the walk-in customer service facility at a site approved by the Department.

3.17.2 The Contractor’s System shall be capable of efficiently, courteously and professionally processing all of the telephone calls, correspondence, and in-person service requests received each day by the Office of Parking Violations.

3.18 TELEPHONE SERVICES:

3.18.1 The Contractor shall provide a telephone answering system that is able to process an average volume of 300 calls per day.

3.18.2 The Contractor shall be responsible for receiving and answering all calls at the OPV within the time limits specified in Section 5.2, Performance Requirements.

3.18.3 The Contractor's System shall be able to mark the database of parking citation information with an indicator on the citation history record showing that a telephone call was received and the general nature of the call.

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3.18.4 The telephone call processing System shall be capable of responding to requests for service in Spanish and Vietnamese, as well as English. Because of the diverse ethnic makeup of San Jose, the System shall be capable of handling additional languages. The Contractor's System shall also provide the option to speak with a live representative and receive up-to-date information on the status of a citation during normal business hours.

3.18.5 The Contractor's telephone system shall be able to receive calls 24 hours a day, 7 days a week and process phone calls during the hours of 9:00 A.M. to 4:00 P.M. on Work Days. Contractor's staff serving as telephone representatives shall be fully trained in all informational aspects of parking citation processing, and this staff shall have immediate access to the parking citation database. Sufficient staff shall have the capability of conversing in Spanish and Vietnamese, as well as English so that a bilingual representative in each language is available during the hours of 9:00 A.M. to 4:00 P.M. on Working Days.

3.18.6 The Contractor shall maintain sufficient staffing to meet all performance levels. The staffing shall be sufficient to cover peak volumes, vacations, and other absences.

3.18.7 The Contractor's telephone representatives, at a minimum, shall be able to provide general information, research specific citation data, and process suspensions while a case is being administratively reviewed.

3.18.8 The Contractor's level of public service shall be monitored so that initiatives to improve services can be implemented and the highest level of performance can be maintained. This review could include public surveys, monitoring telephone representatives, auditing citation suspensions, tracking performance of key functions, and audits of responses to correspondence. The Contractor's System shall be audible by the Department, and the City Auditor and the results of internal audits shall be reported to the City.

3.18.9 The Contractor shall provide all facilities, computer equipment, data communications, telephone lines and phones to operate the OPV telephone system.

3.19 CORRESPONDENCE PROCESSING.

3.19.1 The Contractor shall provide adequate staffing to open, count, batch, log, review, track, audit and process all parking citation related correspondence received each day.

3.19.2 The Contractor's staff shall 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 complainant 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.

3.19.3 All correspondence received by the Contractor shall be filed at the Contractor's place of business for a minimum of 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 two work days.

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3.19.4 The Contractor shall 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. The Contractor shall provide on-going training for its employees so that its contractually required performance standards are maintained and the highest possible service to the public is assured.

3.20 CUSTOMER SERVICE CENTER.

3.20.1 The Contractor shall provide a customer service walk-in facility located within a five (5) mile radius of City of San Jose, City Hall, located at 200 E. Santa Clara Street, San Jose, CA 95113. The customer service center shall be known as the Office of Parking Violations and serve as a "one-stop" facility for citation inquiry, cashiering, requesting administrative investigations, scheduling hearings and many other issues relating to parking citations. The Contractor shall provide, at a minimum, a customer service center that continues the level of services currently in place.

3.20.2 At the customer service walk-in facility, the Contractor shall be responsible for providing professionally produced signs specified by the City, 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. Disabled person access meeting American Disabilities Act standards and, to the greatest extent possible, convenient public parking are also required. The facility ***shall*** provide written information in Spanish, Vietnamese, and English that answers the most commonly asked questions about parking citations. The Contractor shall provide a public courtesy phone that directly links the walk-in facility to the Contractor's telephone processing unit.

3.20.3 The Contractor shall develop quality assurance standards and monitor the quality of service provided to the public at the customer service walk-in center to insure that the time the public waits in line to be served does not exceed 20 minutes. The Contractor shall develop and identify means to routinely monitor the amount of time the public waits in line to be served.

3.20.4 The Contractor shall provide adequate staffing, including supervisors between the hours of 9:00 A.M. to 4:00 P.M., every Working Day. The City requires that staffing for these facilities be maintained at a level to meet the performance standards. Bilingual (Spanish/Vietnamese/English) staff members shall be available at all times.

3.20.5 The Contractor shall implement and/or install security measures to protect the safety of its employees and customers, and to ensure the security of all monies collected, documents received, computerized information and equipment.

3.21 CASHIERING SERVICES.

3.21.1 Contractor shall deposit all moneys collected into the designated financial institution, with the sole exception of the credit card processing service fee set forth in Exhibit B.

3.21.2 The online cashiering system will allow the OPV to accept payments for all fees for single or multiple citations issued to one license. It will also be capable of accepting cash, check, credit card or money order payments and will mark them accordingly on the system. In rare cases of downtime, the system shall have the ability to continue to accept payments and will apply the information once the system is back online. Payments received in the form of cash, or cashier's check for citations with a hold on the vehicle registration will be immediately released from the DMV.

3.21.3 The equipment that shall be used for processing and recording citation payment information shall operate in a real-time mode, and the Contractor shall provide the capability to continue accepting citation payments during times when data communication lines are temporarily inactive. The contract shall require that such transactions be transferred to the processing database once communications are restored, within the time limits set forth in performance requirements.

3.21.4 The Contractor's System shall print a parking citation payment receipt, in a form acceptable to the City, which shall provide the public with an easily recognizable record to be used as proof of payment. The receipt shall display all citations paid, the total amount paid, the amount tendered and any change given, the license plate of the vehicle which was improperly parked, the name or identity of the person processing the payment, and the time and date the payment was made. The System shall also 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. The 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 Department and the City Auditor, at any time, without advance notice.

3.21.5 The Contractor's on-line cashiering System and support personnel shall be able to process payments of citations that have not yet been entered on the database, payment of single citations, multiple citations, and citations on one or more vehicle license plates, in an on-line real-time environment. The System shall be able to perform all necessary actions to release DMV holds or change vehicle seizure eligibility based upon citations that have been paid. In addition, the System shall be able to process City-imposed penalties and fees, including but not limited to returned ("bounced") check fees due to insufficient funds. The Contractor's System shall be capable of accepting and identifying whether payments were made in cash, by check, or money order.

3.21.6 The Contractor's System shall incorporate security and financial control measures that will insure at a minimum:

3.21.6.1 password security to gain access to the System;

3.21.6.2 segregated cash out, by operator;

3.21.6.3 separate totals for cash, check, and money order; and

3.21.6.4 operator name or identity, date and time as a record for each payment or adjustment transaction.

3.21.7 The Contractor's reconciliation process of all payment transactions shall include:

3.21.7.1 balancing of monies received to a report that is automatically generated listing the totals by method of payment;

3.21.7.2 balancing at least twice each day to minimize the number of receipts kept on site at the OPV;

3.21.7.3 a separate, secured reconciliation area that is monitored;

3.21.7.4 separate deposit preparation for each cashier, prior to pickup;

3.21.7.5 adequate security measures once cash deposits are prepared for pick-up, such as a drop safe which requires both the Contractor's staff and the armored courier to open; and,

3.21.7.6 staff to research and resolve all cash overages and shortages within 24 hours of deposit.

3.21.8 All cashier deposits shall be delivered to the financial institution of the City's choice by the armored courier paid for by the Contractor, within one working day of receipt by the customer service center. All transactions shall be updated to the Contractor's System in an on-line, real-time mode within the one Working Day timeframe.

3.21.9 The Contractor shall provide all necessary bank supplies such as plastic bags and check endorsement stamps. The City shall provide all deposits slips.

3.22 ON-LINE PAYMENT PROCESS VIA WEBSITE

Please refer to the following URL for general information on the City's e-government policy, and specific information pertaining to web standards:

http://www.ci.san-jose.ca.us/egovPolicy.pdf

3.22.1 Americans with Disabilities Act Compliance:

3.22.1.1 Vendor will provide a website that is in compliance with all applicable ADA standards and requirements. Information on ADA requirements for websites can be downloaded at http://www.ADA.gov. Vendor should pay particular attention to web design standards regarding compliance with the regulations pertaining to the use of "web frames" and "screen reader equipment."

3.22.2 Web / URL Address

3.22.2.1 Vendor shall supply a website URL (i.e. www.SanJoseE-Parking.com) that customers can click to which will automatically link them to a web page which will allow them to enter their parking ticket number or other identifying information. The website shall be designed in a way that once the San Jose portion of the website is entered, all other jurisdictions are "masked." For example, once the customer has connected to the San Jose URL, they should not have to sort through a list of other cities or jurisdictions to enter their information.

3.22.3 Privacy and Security Policy

3.22.3.1 Vendor agrees to use the highest level of data security and data privacy in regards to all transactions with the City of San Jose's customers. Web based data traffic which includes our customer's names, addresses, parking ticket numbers, or

credit card numbers should be encrypted using industry standard 128 bit encryption systems. Vendor further agrees, to keep all CSJ customer data private and secure. Vendor will not share, sell, or otherwise access CSJ customer data for reasons other than the normal processing of payments or as otherwise required by law.

3.22.4 Vendor's website shall notify CSJ customers of vendor's data security and privacy policies *before* accepting customers payment. Before CSJ customers submit their payment for web based processing they shall be given the opportunity to read, and agree or disagree to vendors (should this read vendor's or City's policy…)data privacy and security policies. If customer agrees to said policies; they can click an "I AGREE" icon and payment will be made. If customer clicks "I DO NOT AGREE", the transaction shall be canceled and customer shall be presented with a web page with information on alternate payment methods and the vendor's 800 phone number and CSJ parking phone numbers. If customers transaction is canceled in this manner, all of the customer's personal identifying data shall be removed from vendors system.

3.23 LOCKBOX PROCESSING

3.23.1 The Contractor shall provide a verifiable System capable of processing a minimum of 2 million payment transactions received through the mail annually. The accurate processing of mail-in payments is critical and directly affects subsequent collection actions, such as the application of late penalties, delinquent noticing, and applying registration holds at the DMV.

3.23.2 Mail-in payment processing shall include a broad range of positive control and balancing procedures including steps such as:

3.23.2.1 receipt and control of high volumes of mail;

3.23.2.2 batching and preparing documents for processing;

3.23.2.3 processing payments associated with citations and notices, and processing those items that cannot be routed through high speed automated processors on an exception basis;

3.23.2.4 balancing, reconciliation and deposits preparation; and

3.23.2.5 on-line real-time update of payment information to the Contractor's parking citation database. All payment documents received and processed shall be copied and archived for a minimum of five years so as to be retrievable within 72 hours of request.

3.23.3 The Contractor shall 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, the Contractor's System shall include, but not be limited to:

3.23.3.1 Mail pick-up from the Post Office and delivery to the Contractor's secured place of business by a bonded courier or bonded employee at least once each business day.

3.23.3.2 Complete written procedures for batch counts that are verified to ensure an accurate starting record for control throughout processing.

3.23.3.3 The ability to process items of payment that shall be handled separately. Contractor shall have detailed written procedures to facilitate research and special processing of mail-in payments. These written procedures shall include, but not be limited to:

3.23.3.4 any correspondence included with a payment;

3.23.3.5 payments received without accompanying source documents, such as a citation or delinquent notice; and

3.23.3.6 cash payments.

3.23.4 Copying the payment document and establishing a completely reliable audit trail for all processing procedures, endorsing and encoding the payment document with the unique control number of each citation paid, date of processing and batch numbers and daily reconciling with the payments updated to the Contractor's System.

3.23.5 Preparing funds in accordance with all required City policies and procedures for transfer to the City's financial institution. City required records shall be prepared and retained by the Contractor, on site at the customer service center for five years for every deposit. Funds are to be physically transferred by armored courier provided by the Contractor, subject to approval by the City.

3.23.6 Updating payment data to the Contractor's System and depositing the payments to the City's financial institution within one Working Day of collection from the Post Office.

3.23.7 The Contractor shall be responsible for ensuring the integrity and security of City revenue throughout the entire processing procedure. Any shortages or losses shall be reimbursed to the City by the Contractor. Overages shall be researched and resolved in every case to the City’s satisfaction. All overages shall be the property of the City.

3.23.8 Payment processing in a secure environment. At a minimum, physical security measures should include:

3.23.8.1 Locked doors to the payment processing facility, with restricted access.

3.23.8.2 A safe, subject to approval by the City.

3.23.8.3 Experienced supervisors for each function, as well as an experienced manager to oversee all operations.

3.24 ADMINISTRATIVE REVIEW

3.24.1 The Contractor shall provide administrative review processing, utilizing policies and procedures specified by the City, for all contested citations. The number of citations involving administrative review changes based on the number of citations issued. Contractor's staff shall be fully trained and competent in applying City policies and procedures for dismissing invalid citations and shall also be able to explain fully why a citation is valid, while maintaining sensitivity to the needs of the public that promotes a positive perception of the City parking management program. The Contractor shall provide written documentation of how its employees explain general information to all customer inquiries. The Contractor shall be held financially responsible for any citations dismissed by its staff, if such dismissal was not in accordance with City policies and procedures. Normally the steps in processing an administrative review include:

3.24.1.1 Verification that all requests for administrative review are processed in accordance with the time limits prescribed by State Law and City policy.

3.24.1.2 A review of citations, based on guidelines provided by the City, to determine whether the citation should be administratively dismissed. When the Contractor's staff permanently suspends a citation, the justification shall be recorded in writing and permanently retained on the parking citation database and in hard copy for future audits.

3.24.1.3 Administrative reviews which cannot be resolved by the Contractor's staff shall be referred to Department staff for investigation. All such referrals shall be accounted for, appropriate records kept, and all case files logged in and out. Case files transmitted to the Department for investigation shall contain all relevant information including, but not limited to, correspondence received from the complainant, a copy of the citation, any notes or memos prepared by Contractor's staff which would be relevant to the City's investigation of the complaint. All normal processing shall be suspended during the period the citation is under administrative review and the parking citation information system so marked.

3.24.1.4 At the conclusion of the administrative review, the Contractor shall promptly mail a notice explaining the results of the administrative review in sufficient detail so that the complainant is able to understand why the citation was upheld as valid, or why it was dismissed. The notice shall also explain the procedures that shall be followed if the complainant wishes to contest the citation through an administrative hearing. The form of the notice shall be subject to the approval of the Department.

3.25 ADMINISTRATIVE ADJUDICATION HEARINGS

The Contractor shall provide complete operational support for the Department's administrative adjudication process which includes scheduling cases, preparing case files, and notifying appellants of hearing dates, time and location. At a minimum, the following services are required:

3.26 ADJUDICATION SERVICES

3.26.1 Contractor shall provide sufficient staff to promptly process all requests for administrative hearings, prepare case files with all City-specified documentation, and verify that the complainant is eligible for a hearing or whether special processing is required. City guidelines 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, or where the hearing request is made after statutory time limits have expired.

3.26.2 The Contractor shall verify citation status, including the disposition of the administrative review, whether the fine has been paid, and that the hearing request is made within 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 administrative review). If the requirements are met, the 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.

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3.26.3 Contractor's System shall provide an on-line, real-time access to schedule hearings. The Contractor's staff shall maintain this calendar with sufficient flexibility to accommodate the schedule of the Administrative Adjudication Program of the City of San Jose.

3.26.4 Contractor shall provide staff to prepare all documents related to a case and assemble the hard copy data into a case folder that shall be delivered to the hearing office two weeks before the scheduled hearing date. The contents of the case folder, at minimum, shall include, but not be limited to, a copy of the citation, all correspondence letters and photos received from the Contractor, any City administrative review investigation reports or photos, as well as any other documents related to the citation which are on file in the Contractor's facility.

3.27 SYSTEM SERVICES

3.27.1 Contractor shall provide computer system services directly related to the unique processing needs of the Administrative Adjudication Program. These include, but are not be limited to, assistance with software applications, hardware, communications, and both local area and wide area networks.

3.27.2 The Contractor shall provide an on-line, real-time administrative hearing scheduling function which is integrated with a hearing date availability calendar, to ensure consistent workload volumes in accordance with City specifications and in compliance with hearing deadlines mandated by State law.

3.27.3 The Contractor's staff shall be required to use the calendaring System and the integrated database to analyze administrative hearing workloads, staffing levels, and other related factors, and to make recommendations to the Department which shall improve efficiency and work flow with the objective of reducing customer wait times and maximizing productivity in the hearing office location.

3.27.4 The hearing scheduling calendar shall 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 Department, the System shall be able to modify available hearing dates and times and the number of available hearing slots.

3.27.5 The Contractor's System shall provide for the entry of variable information regarding a hearing, such as the contestant's name and address, the decision, and written justification. The System shall produce an automated Notice of Decision to be mailed to the Registered Owner or responsible party by the Contractor within 14 days from when the hearing examiner's decision is completed. In addition, the Contractor's System shall routinely collect hearing information, transfer such information to the appropriate database and be capable of routinely generating management information reports in any format requested by the Department.

3.27.6 The Contractor's System shall provide for on-line, real-time updating of citation dispositions at the time the Hearing Examiner's decision is completed, the hearing type (in person or by declaration), and the hearing date, the amount of parking penalty to be paid (if any amount is due). The System shall also provide a complete audit trail of all information relating to each case.

3.27.7 The Contractor's System shall have the capability of ad-hoc reporting so that reports shall be produced in a format specified by the Department to show data including, but not limited to, the number of dispositions or any particular type, rates of dismissals, numbers of hearings held by time, or any other combination of data required by the Department.

3.27.8 The Contractor's System to support the administrative adjudication program shall be completely integrated with the citation database in every phase of its operation.

3.27.9 Weekly, monthly, and any ad hoc reports shall be provided to the City for analysis at no additional cost within 72 hours of request. Examples of the types of reports that shall be required include, but shall not be limited to: disposition by hearing examiner, disposition by violation type, number of hearings conducted in any given time period, 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.

3.28 AUDITED REPORT OF ADJUDICATION ACTIVITY

The Contractor shall prepare, consistent with California Vehicle Code 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 that shall be 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.

3.29 AUDIT AND ACCOUNTING

The Contractor shall provide complete, daily oversight and reconciliation of all aspects of transaction processing and shall be held financially accountable for any loss of funds. This monitoring of the effectiveness and accuracy of Contractor functions shall include, but not be limited to:

3.29.1 Monitoring and oversight of Subcontractor(s) service delivery.

3.29.2 Auditing and reconciliation of citations suspended by Contractor's staff.

3.29.3 Correcting erroneous data.

3.29.4 Reconciling all deposits.

3.29.5 Monitoring and reconciling payments received from the DMV.

3.29.6 Making refunds and adjustments.

3.29.7 Processing non-sufficient funds checks.

3.29.8 Balancing revenue distribution reports.

3.29.9 Control, quality assurance, and distribution of all reports required by the Department.

3.29.10 Effective management of System security.

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3.30 INSPECTION OF RECORDS.

3.30.1 The Contractor's records, which include, but are not limited to, accounting records (hard copy as well as computer data); written policies and procedures; organization charts; internal audit reports; all correspondence; subcontractor's files, reports, and invoices; daily 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 auditors, the City Attorney or any authorized representatives of the City as necessary to adequately permit evaluation and verification of Contractor compliance with the contract provisions.

3.30.2 The Contractor and its Subcontractors shall cooperate fully in furnishing or in making available to the City, whenever requested and in an expeditious manner, any records, information, materials, and data relating to determining Contractor's compliance with the Contract.

3.31 FINANCIAL RECONCILIATION.

3.31.1 All monies deposited to the City shall be balanced to revenue reports based on the citations paid and fees collected as reflected on the Contractor's parking citation database. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets and database. A written record of any such problems should be noted on the reconciliation worksheet. Contractor shall provide the Contract Administrator a reconciliation and balancing report that is approved by the Department.

3.31.2 Contractor shall prepare a daily report on revenue distribution that is balanced to the manual totals each day from all cashiers and the section that processes mail-in payments. All categories of payments are to be balanced, such as bad check fees, and citation payment revenues. In addition, all payment types shall be balanced, i.e., cash, check, money order, and credit card.

3.31.3 Contractor shall prepare a daily reconciliation of all City parking citation payments collected by the DMV, including balancing the amount collected with the transactions applied to the parking citation database.

3.31.4 The Contractor's staff shall be required to perform and monitor all financial corrections and adjustment transactions applied to the parking citation database. These include bad check processing and the application of funds from one citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

3.32 TRANSACTION ACCOUNTING.

3.32.1 The Contractor shall reconcile all transactions updated to the database. A daily report shall be required which balances the number of transactions in a given day, citations updated, parking citation payments, corrections, administrative hearings and dispositions, updated name and address information, suspended citations, returned mail, and DMV non-renewal processing.

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3.32.2 New citations added to the database shall be balanced and reconciled through all stages of processing, from initial receipt from the City, to batching for data entry, to copying, and to actual data entry and update to the Contractor's parking citation database. Processing of citations issued by handheld computers shall require retrieving downloaded data from the Department.

3.32.3 Daily transaction reports shall be used to reconcile the correspondence processed by the Contractor's staff, especially citation suspensions. The Contractor shall be accountable for all actions taken by its staff.

3.32.4 A report listing citations scheduled for a hearing shall be reviewed and reconciled with actual case folders prepared for upcoming hearings. This report along with the case folders shall be delivered to the Department within ten days of the scheduled hearing.

3.33 AUDITING

3.33.1 The Contractor shall perform on a monthly basis random sampling of correspondence and suspend transactions for review against System processing and hard copy documentation. Special attention is required for suspends that result in the permanent cancellation of a citation.

3.33.2 Data entered to the parking citation database shall be checked against the information entered on the original citations. If citations are microfilmed, the quality of the reproduced image shall also be checked.

3.33.3 The Contractor shall develop a procedure approved by the Department for random monitoring of phone calls to check the information and instructions given out by the Contractor's staff for accuracy.

3.33.4 All transactions entered in the Contractor’s 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 an on-line real-time mode.

3.34 SYSTEM CONTROL AND SECURITY.

3.34.1 The Contractor’s System shall have security features that are designed to maintain the security of all information contained in the parking citation database and maintain the confidentiality of information. All System users shall be assigned a unique identity and password. As an additional security measure, a password change shall be required every thirty days.

3.34.2 Based on an individual's password, the Contractor’s System shall provide functional security by restricting certain functions such as permitting access to inquiry only, and allow data update capability on an as-needed basis.

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3.35 INCOMPLETE CITATION RECORD

3.35.1 The Contractor's System shall include the capability of adding an incomplete citation record to the database prior to the actual citation being posted to the System. This temporary record is used by the public service personnel when queries are made or a request is received to contest a citation that has not yet been updated to the Contractor's System. The temporary record serves as a marker and exists as a record against which transactions shall be processed.

3.35.2 When the actual citation record is updated to the parking citation database, temporary records shall be merged into one record with the actual citation information. Processing dates, times, and codes from the temporary marker shall be retained and permanently recorded on the citation records.

3.36 DATA CORRECTION.

3.36.1 The Contractor's System shall have the capability to permit manual correction of specified data fields on a citation. The System shall update the citation with the new data, and retain a history record of the prior data. The history transaction shall record the date, time and name or identity of the person making the correction.

3.36.2 When crucial data fields, such as violation code or license plate, are corrected, the System should automatically perform any necessary processing actions. These shall include a new name and address request to the DMV or reinstatement in the noticing cycle.

3.37 FINANCIAL ADJUSTMENTS.

3.37.1 Various financial adjustment transactions shall be routinely processed to update the parking citation database to accurately reflect conditions which occur after a payment is received. These transactions are processed by the Contractor often while in communication with Department Accounting staff.

3.37.2 The System shall permit the input of financial adjustment transactions, such as, but not limited to, returned checks 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 generate appropriate notification letters that would automatically be sent to the appropriate party advising of any such actions.

3.37.3 The Contractor's staff shall research overpayments and payments applied in error, perform the necessary financial adjustments, move paid amounts between two citations if required, and provide for refunds in accordance with State law or City policy. These transactions shall undergo an accounting process separate from the daily reconciliation for the walk-in facility and the mail-in payments. The Contractor shall create an audit trail to record these transactions.

3.37.4 Financial adjustments shall impact the report on revenue distribution, which shall be received within the time mandated by the City and redistributed.

3.37.5 The Contractor's staff shall process returned check transactions, send correspondence to the concerned party advising of the consequences and penalties applied because of the returned check transaction, update the citation information on the citation database and resume normal noticing and processing of the citation.

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3.38 ARCHIVING ELECTRONIC PARKING CITATION DATA

3.38.1 The State statute of limitations on parking citations is five years from the date of issuance. The Contractor's archiving process shall remove citations that are closed from the active parking citation database, but allow closed citations that have not reached the five year anniversary to be easily retrieved. The Contractor's System shall meet the following conditions:

3.38.1.1 Any citation that is five years old, whether or not it is resolved, is to be removed from the current parking citation database and electronically stored. 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.

3.38.1.2 All archived historical data shall be maintained so that it may be retrieved for use in management reporting and auditing.

3.38.1.3 The Contractor's System shall indicate whether license plates on the current parking citation database have additional citations relating to the plate that has been archived. This indicator shall be readily discernible to inform users that other citations associated with a vehicle license plate exist.

3.38.1.4 The Contractor shall be capable of restoring archived records to the parking citation database within seven days after receipt of the City's request to do so.

3.39 DOCUMENT STORAGE AND RETRIEVAL

Contractor shall store all documents relating to its operation for the City of San Jose for a minimum of five years. The criteria for storage is set forth below. Stored documents shall need to be retrieved for supporting evidence for financial adjustments, citation corrections, complaint resolution and as evidence during adjudication.

3.40 COPIES OF PARKING CITATIONS

The original copies of parking citations shall be stored and secured by the Contractor for a period of five years from the issue date. Copies of citations shall be produced and delivered to the City or to the public upon request at no additional cost to the City or public.

3.41 RECORDS DESTRUCTION

The Contractor shall notify the City quarterly (by January 15, April 15, July 15, and October 15) of the documents that have been maintained for five years and are ready for destruction. The City shall provide written authorization for the Contractor to destroy the documents. The City shall reimburse the Contractor for document destruction at a rate pre-approved by the City.

3.42 DMV INTERFACE AND ON-LINE ACCESS

The registered owner of a vehicle, as identified by the DMV, is generally liable for a parking violation. The accurate and timely acquisition of registered owner information is critical to the success of processing citations, i.e., sending delinquent notices and collecting fines.

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3.43 NAME AND ADDRESS PROCESSING

3.43.1 The Contractor's System shall interface directly on-line and in real-time with the database of vehicle registration information maintained by the California DMV, and by tape with out-of-state motor vehicle registries.

3.43.2 The Contractor's System shall obtain registered owner information within 48-hours of the new citation record being updated or entered on the parking citation database. The System shall also, on a schedule determined by the City, re-request information on license plates where the initial request is returned because name and address information was not available ("no hits").

3.43.3 The Contractor's System shall be capable of processing all DMV name and address transactions required to support the City parking citation processing program.

3.43.4 The Contractor shall implement edits and checks to insure the accuracy of all data returned by the DMV prior to updating the parking citation database.

3.43.5 The System shall be capable of inquiring through DMV for registered owner information using either a Vehicle Identification Number (VIN), or the vehicle license plate number.

3.44 REGISTRATION HOLD INTERFACE

3.44.1 The State of California 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 the most effective means of forcing payment of delinquent parking citations. The Contractor shall provide an on-line, real-time interface with the DMV to place these "holds" for unpaid parking citations and to release the holds when a citation is resolved. The information required by the DMV shall be automatically forwarded for registration hold processing and receipt by DMV acknowledged. The process shall be completely documented on the Contractor's System.

3.44.2 When payment or suspend transactions are applied to the parking citation database, the Contractor shall be able to release the registration hold at the DMV within 24 hours of the payment or suspend transaction.

3.44.3 The citation history for each citation receiving a registration hold shall be updated to indicate the most recent processing step in the hold cycle.

3.44.4 The Contractor shall monitor input and output reports of registration hold transactions with the DMV and correct any errors.

3.45 DMV PAYMENT TRANSFER UPDATE

The Contractor shall process and account for payment transactions associated with money collected by the DMV. The Contractor's database shall be updated with all citation payment transaction details and the payment information received from the DMV shall be reconciled with the parking citation database.

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3.46 OUT-OF-STATE REGISTRY INTERFACE

3.46.1 The Contractor shall retrieve name and address information from each of the 50 out-of-state vehicle registries (49 non-California states and the District of Columbia) as well as all the Canadian Transportation Ministries that permit registration name and address acquisition.

3.46.2 The Contractor's staff shall ensure the timely, legal acquisition of out-of-state DMV data on a schedule determined by the City. The Contractor shall also maintain current and complete interface specifications, and in-depth knowledge of state-specific data formats and registration update schedules.

3.46.3 The Contractor shall provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity. With each request and return cycle for each state, Contractor's staff shall check record counts, edit rejects, match rates, and match failures.

3.46.4 The Contractor shall validate critical data fields (e.g., vehicle make, registration renewal dates, state abbreviations) through interpretation and comparison of data from the citation and data received from the vehicle registry. As with vehicles registered in California, the Contractor shall be able to recognize and accurately split out-of-state registration records based on changes in ownership.

3.46.5 The Contractor shall provide reports to the City to document, monitor, and control the processing of citations issued to vehicles registered out-of-state.

3.47 NOTICING

The Contractor shall provide the capability of printing and mailing all of the notices required to support the parking program. The Contractor ***shall*** provide a noticing program that is accurate, timely, and incorporates industry-specific design and mailing techniques.

3.48 NOTICES AND COLLECTIONS

3.48.1 The Contractor shall mail a minimum of two 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 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 after the first notice.

3.48.2 *The cost of the first and second notice shall be considered as part of the base processing fee and that revenues collected as a result of the second notice are not assignable to the special collections fee.*

3.48.3 The Contractor's notice 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. 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.

3.48.4 The Contractor shall provide to the Director complete production, operational and management reports on its noticing program for reconciliation, audit, and City management oversight.

3.49 POSTAGE COSTS

The cost of postage shall be considered as part of the Contractor's projected operating costs. Therefore, all postage costs of all mailings shall be included in the per citation fee.

3.50 NOTICE PRINTING AND MAILING

The Contractor shall be responsible for the quality of each notice run. At a minimum, the Contractor shall check for alignment, print quality, correct form, correct run date, and check that all required information is printed. *The 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."

3.51 NOTICE MANAGEMENT

The Contractor's System shall provide for an on-line, real-time review of all notice activity by type of notice. The System shall also be able to research specific notice runs, individual notice record information, and the response rate or payment return rate. Summary data for each notice run and detailed information for each notice within the preceding twelve months shall be readily available to the City.

3.52 TRAINING

3.52.1 Contractor shall train its staff in the use of its System, customer service performance standards set by the City, City policies and procedures, and in State law and local ordinances affecting parking enforcement and processing. The training shall be required for the Contractor's staff.

3.52.2 Upon request, the Contractor shall provide City staff with training in the operation and maintenance of the Contractor's System, including such topics as software functions, hardware use, and any System procedures that are unique to a particular job function.

3.52.3 Contractor shall develop and implement a detailed training plan for City staff for the operation of all System modules and processing functions. The plan should encompass a combination of classroom, small group, and hands-on training in the use of computer hardware and software and all related citation processing policies and procedures.

3.52.4 Contractor shall provide detailed System manuals and procedures manuals to City staff. Contractor shall routinely update the manuals as policies or programs are changed.

3.53 MANUALS, DOCUMENTATION, AND FORMS

3.53.1 The Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using its System. In addition, the Contractor shall provide any forms required to use its System. This should include, but not be limited to:

3.53.1.1 detailed user manuals explaining each component of the Contractor's System;

3.53.1.2 functional manuals, tailored to each processing unit, to explain the Contractor's System as it relates to the job responsibilities of the particular user; and,

3.53.1.3 forms and the various documents which shall be completed by the public in order to conduct routine matters involving the processing and adjudication of parking citations. These forms are presently kept at the customer service center and include, but are not limited to, flyers with instructions on how to contest citations, Untimely Requests for an Administrative Review/Hearing Form, and Declarations of Non-Ownership.

3.54 STAFFING AND MANAGEMENT

3.54.1 The Contractor shall provide staffing that is adequate to meet all service and performance required under the Agreement. The Contractor's staffing shall be sufficient to provide customer service that meets City standards. Staffing based on the approved plan shall be maintained throughout the contract period, including peak periods. Staff support shall include:

3.54.1.1 A senior operations manager who is responsible for the oversight of all contract services and deliverables, and who is able to communicate and negotiate with elected and high level City officials for program evaluation and feedback.

3.54.1.2 A Systems manager responsible for oversight of System output, including statistical analysis, report monitoring, and verification of compliance with performance standards.

3.54.1.3 A production manager to oversee all transaction and financial reconciliation in relation to operations, including reconciliation of daily deposits, audit of cashier settlements, scheduling, correspondence processing, reject processing, and financial adjustments.

3.54.1.4 A customer service manager to develop and monitor the telephone answering and correspondence processing Systems, direct responses to the public's complaints and administrative investigations, and maintain document storage in accordance with City guidelines.

3.54.1.5 A manager with overall responsibility for service at the customer service center operated by the Contractor.

3.54.1.6 A manager to oversee the System that processes the high volume of payments received by mail, including the opening and preparation of documents, and the preparation of deposits to the City financial institution.

3.54.1.7 A manager to oversee the accurate capture of the data written on parking citations, name and address changes, returned mail processing, the application of name and address data, enforcement officer field reports, and any other transaction processing required.

3.54.1.8 A Systems manager, communications technicians, and computer support specialists to meet City availability standards, to maintain the Contractor's System and area network.

4 PARKING MANAGEMENT INFORMATION SYSTEMS

The Systems shall be on-line, real-time, user friendly, reliable, integrated, flexible, and auditable.

4.1 MANAGEMENT REPORTING

The Contractor shall provide comprehensive detailed, accurate, and timely management, financial, and operational reports for City management. The Contractor's ability to provide management reports, and to revise or expand formats shall be flexible since the reports required shall likely change over the course of the contract period as City needs change.

4.2 SYSTEMS SUPPORT

Upon request, the Contractor shall provide training to City staff in the use and interpretation of the reports produced by the Contractor's System. The Contractor shall be able to 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.

5 SPECIAL COLLECTIONS

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension as a result of an administrative review, or by adjudication. There are, however, a number of citations which remain open or unresolved.

5.1 PROCESSING REQUIREMENTS

5.1.1 The City's basic processing requirements the Contractor shall follow include the following:

5.1.1.1 The Contractor shall mail a minimum of two 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 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 days after the first notice.

5.1.1.2 The Contractor's notice 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. 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.

5.1.2 The Contractor shall provide to the Department complete production, operational and management reports on its noticing program for reconciliation, audit, and City management oversight.

5.1.3 However, there are citations that remain unpaid after all the specified processing and collections efforts are completed. These open accounts result from such things as anomalies in the California DMV registration System, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the DMV, and other similar situations. The City has assigned specific categories of open citations for special collections efforts. Monthly, the Contractor's System shall automatically review the parking citation database and assign all citations that meet the designated criteria to its special collection component.

5.2 ASSIGNMENT CRITERIA

5.2.1 The following criteria shall be used to determine special collection assignments:

5.2.1.1 **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.

5.2.1.2 **Aged DMV Hold:** Any citation that is on DMV hold and still unpaid 60 days after the expiration date of the previous year's registration.

5.2.1.3 **Out-of-State Unpaid:** Any citation on an out-of-state plate that remains unpaid ***30*** days ***after the date of issuance and after registered owner information was obtained*** and a delinquent notice was mailed.

5.2.1.4 **Returned Mail:** Any unpaid citation whose final notice has been returned by the Post Office as undeliverable.

5.2.1.5 **Registered Owner Information:** Any unpaid citations associated with a plate for which no registered owner information has been returned from the DMV after at least four requests have been made in two month intervals.

5.2.1.6 **Declaration of Non-Ownership:** Any unpaid citation issued to a vehicle for which a declaration of non-ownership has been received and 45 days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.

5.2.1.7 **Lessee/Rented Vehicles:** Any unpaid citations issued to leased or rented vehicles 45 days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

5.2.2 The City reserves the right to amend the criteria used to determine which citations shall be assigned to special collections.

5.3 BASIS FOR SPECIAL COLLECTION FEE

The basis for the Special Collections fee shall be 28% of the fine collected.

5.4 EXCLUSIONS

5.4.1 Regardless of the special collection efforts of the Contractor, the City shall not pay a fee for citations collected as a result of:

5.4.1.1 Collection efforts of the DMV, i.e., all citations paid at the DMV:

5.4.1.2 Dismissals by the City or the Municipal Court:

5.4.1.3 When no collection activity has occurred within the twelve months preceding payment for citations ***or*** where notices have been returned by the Post Office as undeliverable: and

5.4.1.4 Notices sent during the period of time between the date of issuance and confirmation of a DMV hold.

6 SYSTEM SUPPORT

6.1 STORAGE CAPACITY

The System shall provide a minimum of 6.0 gigabytes to maintain the parking citation database and peripheral records.

6.2 HARDWARE AND SOFTWARE SUPPORT

The Contractor shall provide a complete System, including all data processing hardware and software, sufficient to support all the City's parking citation processing and collections operations, as well as parking meter and enforcement operations. The Contractor's System shall ensure near 100% availability to accommodate the City's workload. The Contractor shall provide a System that is capable of processing the City workload using current technology and be able to integrate with the changes resulting from the introduction of handheld computer technology.

6.3 HARDWARE MAINTENANCE

6.3.1 Contractor shall provide hardware maintenance that guarantees coverage with a four-hour response from 8 a.m. to 9 p.m. Preventative maintenance shall be scheduled in advance and occur once per year. Trained operations technicians shall be on staff from 7 a.m. to 10 p.m. Monday through Friday to handle any system problems as they occur. Daily backups of the system shall occur at midnight and backup tapes shall be stored off site for recovery purposes. Transaction files of daily work shall also be kept on the system to aid in re-creation of data in the event of a catastrophe. Dial in lines shall be available on the system so that any authorized remote user with a modem and terminal emulation software can dial in to the system should the primary connection fail.

6.3.2 Contractor's System shall provide an immediate backup power source in the event of a power failure. Such provisions shall include, but not be limited to:

6.3.2.1 An alternate power supply and System redundancy so that in the event of failure of the primary System disruption shall be minimized.

6.3.2.2 Sufficient maintenance personnel so that in the event of hardware failure, diagnostic and corrective measures can begin immediately.

6.3.2.3 Sufficient System, application and operations personnel so that in the event of System software failure, diagnostic and corrective measures can begin immediately and be completed in a timely manner.

6.3.2.4 File backup and recovery procedures that can be used to restore or recover all data.

6.3.2.5 Backup units and dial backup lines so that the failure of any System component shall cause only a minimal disruption of services.

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6.4 TECHNICAL STAFF

Contractor's staff shall have demonstrated technical experience in their ***respective*** disciplines.

6.5 PRODUCTION CONTROL

6.5.1 The Contractor's System and the experience of its staff members shall ensure full accountability for every transaction processed. This responsibility includes ensuring*:*

6.5.1.1 that processing is scheduled in the correct sequence;

6.5.1.2 that any batch processing is completed successfully and in the correct order;

6.5.1.3 that transactions and associated penalties processed for the transactions are reconciled and accurately reflected on the Contractor's System;

6.5.1.4 that all production management reports on System transactions are accurate; and,

6.5.1.5 that all data are prepared according to City specifications.

6.6 DATABASE MANAGEMENT SYSTEM

6.6.1 The Contractor's System shall have a primary database in a IMAGE network database. The City shall access this database through Contractor's Inquiry Application, which shall display citation and license information in an easily readable screen format. The Inquiry Application shall also allow printing of pages of information and allow the user (with approval) to make "notes" regarding a particular citation. City personnel requiring extensive ad hoc reporting capability can request customized data extraction files with pertinent data fields from Contractor's primary database to load into the PC database. Extraction files shall be generated periodically or on request. System databases shall be backed up daily. The IMAGE database shall allow for dynamic dataset expansion. As datasets reach capacity, they shall automatically adjust to a new capacity limit and keep on going. The HP 3000 Series shall allow growth to ever-larger systems without changing operating systems or software so that expansion shall not be a problem.

6.6.2 Key staff that shall be supporting the management of the parking citation database shall have received technical training from HP in the Operation, system Administration and IMAGE Database Management areas. Their responsibilities shall include monitoring all production databases for fullness, adding new database fields as required, ensuring that data is consistent, checking utilization, ***disc space***, etc..

6.7 APPLICATION SOFTWARE SUPPORT

The Contractor's System shall be flexible such that it can be continually enhanced and improved. Ongoing technical support which provides analysis, suggested improvements, problem resolution and operations monitoring is essential. Ad hoc reports, special data requirements, new changes to the application and new subsystem development shall all be required during the life of the contract.

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7 SECURITY

7.1 Security includes the protection of physical items such as files, communications networks, cash, checks and citations. Security shall also include guarding non-physical items such as the confidentiality of data, prevention of System abuse, and limiting access to only personnel with proper authorization.

7.2 The Contractor shall fully cooperate with regular audits by City staff and implement internal audits that shall be performed to review control policies and procedures, both physical and non-physical security, and provide any sample testing that shall be provided to ensure security. The results of internal audits performed by the Contractor shall be reported quarterly to the City.

7.3 PHYSICAL SECURITY

7.3.1 Physical security issues, at a minimum include, but are not limited to:

7.3.1.1 controlled entry to facilities;

7.3.1.2 facility alarms;

7.3.1.3 controlled access to processing areas; and,

7.3.1.4 extensive audit and control procedures.

7.4 NON-PHYSICAL SECURITY

7.4.1 Non-physical security issues include, but are not limited to:

7.4.1.1 restricted access to the System by time of day and particular workstation;

7.4.1.2 restricted access based upon proper authorization;

7.4.1.3 unique user access identification that shall be changed at periodic intervals;

7.4.1.4 backup records of virtually every update transaction;

7.4.1.5 audit trails, audit reports, and full accountability for all transactions;

7.4.1.6 detailed transaction histories with date, time, and identification of every transactions;

7.4.1.7 strict control and reconciliation procedures for every System update;

7.4.1.8 control of dial-up access to the System; and

7.4.1.9 virus detection and control

8 SYSTEM CONTROL

8.1 Contractor’s System, shall identify and respond to requests for remedial maintenance, reports of System anomalies, and reports of user problems and System questions, including tools available to Contractor's staff, software to be utilized, etc. The Contractor's System shall be supported by staff of experienced, well trained technicians.

8.2 At a minimum, the Contractor shall:

8.2.1 monitor its System for outages;

8.2.2 monitor and evaluate performance;

8.2.3 distribute daily problem status reports;

8.2.4 track to resolution, all reported incidents; and,

8.2.5 track and report on System availability.

8.3 Problem resolution procedures should include a comprehensive review process of management reports highlighting any special problem areas or trends ***and*** should be available for the City. At a minimum, the reports include, but are not limited to:

8.3.1 problem status by site;

8.3.2 response time statistics;

8.3.3 monthly availability statistics; and

8.3.4 statistics on the time required to make repairs.

9 AREA NETWORK REQUIREMENTS

9.1 The Contractor shall implement and maintain the entire data communications network that supports all System terminals, personal computers, printers, and all devices located in City offices that require access to the parking citation database, to other databases, and download and upload data as required. The network should consist of dedicated high-speed digital circuits to each City location, with dedicated back up capability in the event of a line failure and trouble shooting help for City users.

9.2 In addition, the Contractor shall provide for network administration and sufficient technicians to provide support for file servers, PC workstations, printers, cabling, network applications, communications lines, network wiring, and network links to the Contractor's office and the City user locations.

9.3 All transmission lines shall be provided and maintained by the Contractor.

10 DISASTER RECOVERY/BACKUP

10.1 Contractor shall take every precaution to ensure that all Systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster does disrupt the System, the Contractor shall have a detailed; City approved recovery plan in place within ninety days of award of contract. The plan shall be tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards.

10.2 The Contractor shall provide a disaster recovery and back up plan, which at a minimum should address the following:

10.2.1 procedures for back up of all software and computer programs, files, computerized procedures, etc.;

10.2.2 off-site duplication of all software and computer programs, computerized procedures, etc.;

10.2.3 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service;

10.2.4 alternate processing arrangements in the event of severe damage to facilities; and,

10.2.5 proposed periodic and comprehensive testing of emergency procedures.

11 EXIT STRATEGY

It is the intent of the City to continue to use the data comprising the system after the contract is terminated. The Contractor agrees that the City will own the data comprising the system and must agree to provide data upon termination of the contract to the Department in a readable electronic form agreed upon by both parties.

12 IMPLEMENTATION PLAN

A detailed Implementation Plan shall be submitted to the City demonstrating how the proposer will become fully operational within thirty (30) days after the City's acceptance of the plan.

12.1 CONTRACTOR TASKS

The following list identifies the tasks Contractor shall accomplish as part of this project:

12.1.1 submit the timetable for implementation to the City for approval;

12.1.2 select, acquire, install and test terminal hardware, software and communication facilities;

12.1.3 select, acquire, and test handheld ticket writing devices;

12.1.4 conduct site surveys and prepare sites as necessary for installation and operation of the System;

12.1.5 provide hardware for housing the data;

12.1.6 provide security to prevent access by unauthorized persons and to protect equipment installations, negotiable instruments, and the confidentiality of data;

12.1.7 provide all user training;

12.1.8 prepare status and project control reports;

12.1.9 monitor, debug and alter the System during the post-implementation period;

12.1.10 prepare and maintain System documentation;

12.1.11 implement a fully tested, functional System at specified locations;

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12.1.12 hire and train sufficient staff to operate the Office of Parking Violations and to support the System during the term of the contract;

12.1.13 allocate sufficient resources to facilitate modifications and enhancements to the System; and,

12.1.14 conduct and have available for City review, regular internal audits.

12.2 PHASES OF IMPLEMENTATION

In order for Contractor to operate the parking citation processing/collection database successfully and provide, operate, maintain and enhance the parking management System, the City has identified five major phases of implementation which are briefly described below:

12.2.1 Project Planning Phase. During this phase the Contractor shall submit to the City a project control plan documenting the detailed design for the implementation of the contract.

12.2.2 System Documentation Phase. The objective of this phase is for the City to obtain an understanding of the System from both a functional and operations perspective. The documentation is required to enable the City to monitor the Contractor's performance to ensure that all contractual obligations are met.

12.2.3 System Planning Phase. During this phase the Contractor shall develop various planning documents required to monitor project activities.

12.2.4 System Testing Phase. The objectives of this phase are to identify test conditions and prepare tests to demonstrate that the System performs all the required processing functions.

12.2.5 System Implementation Phase. Once the successful processing of test data applying all design features is completed, the System shall be installed and available for its intended use.

12.3 PROJECT PLANNING PHASE - PROJECT CONTROL PLAN

The Contractor shall provide the City a Project Control Plan delineating objectives, resources, time, tasks and sub tasks, organization and deliverables. The major components of the plan should be:

12.3.1 Deliverables List: A list of deliverables to be produced, each with a short definition and the projected completion date, organized in order of planned delivery dates.

12.3.2 Work Breakdown Structure: A series of detailed flow charts, which illustrate the sequence of work efforts between phases, deliverables, milestones, tasks, and sub tasks.

12.3.3 Project Chart: A graphic depiction of all project tasks, which highlights the critical path for project completion.

12.3.4 Milestone Chart: A summary chart of key projects tasks with scheduled completion dates. This chart shall be used to monitor the Contractor's progress through the life of the project.

12.3.5 **Detailed Work Plan:** A fully specified list of all tasks and sub tasks required for the successful production of each of the major product deliverables. For each task, details shall include start date, completion date, person-hours, and staff assignments.

12.4 SYSTEM DOCUMENTATION PHASE

The objective of this phase is to provide the City with a detailed understanding of the proposed System from both a functional and operations viewpoint. The documentation described below is required by the City to establish compliance.

12.5 THE CONTRACTOR'S RESPONSIBILITIES AND DOCUMENTS REQUIRED.

During the System Documentation Phase, the Contractor shall:

12.5.1 Prepare and submit a written functional requirement document to the City for its approval, which shall include, but not be limited to, the following elements:

12.5.1.1 A statement explaining how the System meets each of the City's requirements and an explanation of the constraints within which the System shall function. This shall include a chart showing clearly defined relationships between the City, the Court, the State of California and other state's vehicle registries, and the Contractor's facilities.

12.5.1.2 A description of the process by which the requirements shall be satisfied including:

- an overall System narrative;
- a System flow chart;
- a diagram depicting the interaction of functions; and,
- a description of how the System shall interact with other existing Systems.
- an inventory of System outputs (listings, reports, notifications, displays, etc.).
- an inventory of all required input to the System.
- a description of the conversion plan.
- a definition of all manual procedures required to support the System, including staffing and training requirements.

12.5.1.3 Confirm the selection of hardware.

12.5.1.4 Configure and document the communications network. The Equipment Configuration Document shall detail the hardware necessary to operate the System, including an implementation schedule and inventory. The document shall detail the following:

- purchased or leased terminals, networks, personal computers, printers, cables, and other equipment required by contract; and,
- a detailed communication network diagram.

12.5.2 Submit a general System design document to the City which shall include, but ***not be*** limited to, at least the following:

12.5.2.1 an inventory of all System inputs;

12.5.2.2 an inventory of all files specified in the System, including temporary files;

12.5.2.3 an inventory of all reports and other outputs to be generated by the System;

12.5.2.4 all editing criteria;

12.5.2.5 a description of all major functions to be performed and their relationship to the data base supplied by the Contractor;

12.5.2.6 a description of all control features to be incorporated into the System (e.g., back up files, check point/restart and off loading procedure, paper and automated trails, etc.);

12.5.2.7 a complete description of the overall security measures to be used by the System, both physical and non-physical.

12.5.2.8 a description of the test plan to be used in subsequent phases to ensure that the project effort is meeting the requirements;

12.5.2.9 a flow chart depicting the interaction between the Contractor, City, Administrative Adjudication process, and Court, also indicating the timing of System operations; and,

12.5.2.10 a description of the security measures to be implemented at the Contractor's facilities.

12.5.3 Submit a staff plan defining hierarchy of authority from the lowest level employee to the Contractor's project director and including complete resumes of key staff. The Contractor shall maintain the staffing plan and shall not deviate from the plan without prior written approval of the City.

12.6 THE CITY'S RESPONSIBILITIES

During the System Documentation Phase, the City shall:

12.6.1 Provide any necessary explanation or additional information concerning the System requirements to conform with City policies.

12.6.2 Work with the Contractor to resolve issues which occur during this phase.

12.6.3 Review each of the required documents to ensure that desired functions are performed in accordance with City requirements.

12.7 SYSTEM DOCUMENTATION PHASE MILESTONES.

12.7.1 City written approval of the Functional Requirements Document.

12.7.2 City written approval of the General Design Document.

12.7.3 City written approval of the Equipment Configuration Document

12.8 SYSTEM PLANNING PHASE

The primary objective of this phase is to complete the planning required for the implementation of the Contractor's System, including conversion from one System to another if required.

12.9 THE CONTRACTOR'S RESPONSIBILITIES

During the System Planning Phase, the Contractor shall provide the following:

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12.9.1 A detailed implementation plan which describes all activities and tasks required to fully implement, manage, and operate the Office of Parking Violations and parking management information System after implementation.

12.9.2 A detailed conversion plan, including timetables, which details how the transfer of data from the System used by the current Contractor to the proposed System shall occur.

12.9.3 A detailed work plan, which shall be based on the Project Control Plan, organized by project phase and modified as required to reflect the results of the previous phases. A complete description for each milestone, document and deliverable shall be provided. Updated work breakdown, project chart, and list of milestones shall be included. Together with the implementation plan, this document should provide a road map for the successful completion of this project.

12.9.4 A detailed staff plan and organization chart which shall provide a complete description of the organizational structure and hierarchical relationships for this project, including any SubContractor, the expected number of staff needed to perform each function required for the efficient operation of the parking management information System, and detailed position descriptions for each type of staff member included.

12.9.5 A comprehensive training plan for City staff, together with related instructional materials, schedules, and a listing of any other equipment needed to implement the plan.

12.10 THE CITY'S RESPONSIBILITIES

During the System Planning Phase, the City shall:

12.10.1 Review and approve the planning documents.

12.10.2 Work with the Contractor to resolve issues which occur during this phase.

12.10.3 Provide written approval for the training plan and related materials.

12.11 SYSTEM PLANNING PHASE MILESTONES

12.11.1 City written approval of the "Detailed Implementation Plan."

12.11.2 City written approval of the "Detailed Conversion Plan."

12.11.3 City written approval of the "Detailed Work Plan."

12.11.4 City written approval of the "Detailed Staff Plan."

12.11.5 City written approval of the "Comprehensive Training Plan."

12.12 SYSTEM TESTING PHASE

The City requires a comprehensive and functional System test plan. The objectives of the System Testing Phase are to (1) identify test conditions and prepare all automated and manual procedures for System tests and (2) confirm that the Contractor and its System perform all the required functions required by the Specifications and Requirements.

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12.13 THE CONTRACTOR'S RESPONSIBILITIES.

12.13.1 Develop a System Test Plan and submit the plan to the City for approval. Testing activities shall address all aspects of the Contractor's responsibilities and function of the System, including terminals, communications, software, operating procedures, user procedures, and documentation. Procedures should be included in the plan to verify and certify the functionality and quality of the parking management information System and to ensure that the System performs according to specifications.

12.13.2 Develop a test matrix to include transactions, conditions, and desired results.

12.13.3 Develop test data files.

12.13.4 Perform and document unit tests and submit to the City for approval.

12.13.5 Debug each program as necessary.

12.13.6 Conduct a full System test involving all functions and interfaces.

12.13.7 Document the final System test results and submit to the City for approval

12.14 THE CITY'S RESPONSIBILITIES

During the System Testing Phase, the City shall:

12.14.1 Review and approve the test plan.

12.14.2 Supervise the development of the test matrix and corresponding test files.

12.14.3 Provide written approval of each unit's test results.

12.14.4 Provide written approval of the test results for the total System

12.15 SYSTEM TESTING PHASE MILESTONES

12.15.1 City written approval of the System Test Plan and Test Matrix.

12.15.2 Accurate processing of the complete test data package.

12.15.3 City written approval of the System test.

12.16 SYSTEM IMPLEMENTATION PHASE

During the System Implementation Phase, the parking management information System shall be installed and available for all of its intended uses. This phase commences with the successful processing of test data applying all design features and ends with the delivery of a fully tested operational System encompassing all the Contractor's responsibilities set forth in the Specifications and Requirements.

12.17 THE CONTRACTOR'S RESPONSIBILITIES

12.17.1 Conduct site surveys and prepare sites as necessary for the installation and reliable operation of the System, and provide staffing.

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12.17.2 Oversee the installation of communication lines.

12.17.3 Install at all designated sites, all hardware and software, including related peripheral equipment, and initialize the System.

12.17.4 Perform unit and interface tests of the installed hardware and communication lines within the month prior to scheduled implementation date.

12.17.5 Develop a test System designed to aid in the training of various personnel throughout the implementation and operations phase of the project. This System shall be separate from, but parallel to, the production version of the System, in order to facilitate hands-on training without the possibility of inadvertently affecting real data.

12.17.6 Based upon the training plan approved by the City, develop and deliver user manuals containing procedures relating to the ongoing operation of the System and manuals detailing the proper utilization and evaluation of management information reports.

12.17.7 Train specified City personnel in the understanding and use of the System.

12.17.8 Create and validate the parking citation database required by the Specifications and Requirements.

12.17.9 Hire and train the staff detailed in the Staffing Plan, to operate the Office of Parking Violations and support the parking management information System during the term of the contract.

12.17.10 Effect a smooth transfer of data from the City's current processing files to the Contractor's System.

12.17.11 Start up and monitor the entire System.

12.17.12 Respond immediately to any System failure reports.

12.17.13 Implement any necessary modifications to the System.

12.18 THE CITY'S RESPONSIBILITIES

During the System Implementation Phase, the City shall:

12.18.1 Conduct acceptance tests of all hardware and software.

12.18.2 Select individuals to be trained by the Contractor.

12.18.3 Review and provide written approval of a user manual prepared by the Contractor.

12.18.4 Provide access to the data contained in existing files in order to effect a smooth transition to the new System

12.19 SYSTEM IMPLEMENTATION PHASE MILESTONES.

12.19.1 Satisfactory performance of System reliability and full load response time tests.

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12.19.2 Completion of training of specified City staff in the use of the System.

12.19.3 Availability of associated System hardware, software, reports and converted parking citation database to effect System installation.

12.19.4 Final written acceptance of the System by the City.

13 PERFORMANCE REQUIREMENTS

13.1 The Contractor must meet the performance requirements described below to obtain the applicable base rate of compensation. A failure to meet these requirements would constitute a breach of the contract.

13.2 The City shall monitor the contract through designated liaison staff from the Department of Streets and Traffic, Parking Services Section, through both financial and performance audits by the Fiscal/Accounting Unit, and periodic financial audits by the Auditor's Office. Contractor shall provide the City with appropriate management reports that shall enable the City to monitor all service levels. The Contractor's designated Project Manager shall report to the Contract Administrator on service level requirements daily, weekly, and monthly.

13.3 At the specified times, the City shall review the Contractor's performance to determine if the Contractor is meeting the specified performance requirements.

13.4 GENERAL PROCESSING

The Contractor shall maintain sufficient staff and equipment to process all parking citations issued in the City within the requirements set forth by the Scope of Services.

13.5 LOCKBOX PAYMENT PROCESSING

The existing lockbox operation currently receives up to 1 million payment transactions annually.

13.6 MAIL PICK UP

The Contractor shall provide a bonded courier to pick up mail at the post office twice each day in accordance with a schedule approved by the City. All mail pickup are subject to verification by City personnel.

13.7 DATA ENTRY

There are three service level requirements regarding data entry:

13.7.1 Payment Posting. All payments shall be posted by the Contractor within 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.

13.7.2 New Citations. Handwritten citations shall be entered into the System within two Working Days of their collection from the City Parking Control Unit. Those citations that do not successfully update shall be reviewed and resubmitted for update processing within one additional Working Day. Citations written on the handheld ticket writers shall be entered into the System within one Working Day of issuance.

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13.7.3 Accuracy. The Contractor is required to maintain a 97% level of accuracy for each day's data entry for both new citations and payments. The Contractor shall establish an acceptable procedure for the prompt identification and correction of data entry errors.

13.8 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 depository within 24 hours or no later than the end of the next Working Day.

13.9 RECONCILIATION OF MONIES

The Contractor shall be responsible for reconciling all monies collected and for any and all cash shortages at the end of each Working Day. Payments and funds shall be reconciled daily before preparation and transport to the City's designated depository. Cash overages and shortages of any amount shall be investigated, reported to the City and resolved within one Working Day of the deposit date. The Contractor shall reimburse the City each month for any accumulated shortages.

13.10 ACCOUNTABILITY

The Contractor shall be accountable for all citations that are misplaced or lost by the Contractor. The Contractor shall provide the citation or a copy to the individual requesting it within fourteen (14) days of request, or for an administrative hearing or appeal**.**

14 TELEPHONE AND CORRESPONDENCE - CUSTOMER SERVICE

The Contractor is responsible for answering the public's calls expeditiously and courteously with accurate information. The Contractor is required to have customer service representatives available during normal business hours.

14.1 CALL COMPLETION RATE

14.1.1 A 96% call completion rate per day shall be maintained.

14.1.2 An incomplete telephone call is defined as a call terminated by an individual after 60 seconds have elapsed from the time that the call is received in the Contractor's System.

14.2 CALL WAIT TIME

The average "caller wait time" shall not exceed two minutes.

14.3 REQUIRED MANAGEMENT INFORMATION REPORTS

14.3.1 The Contractor shall submit at the request of the City, the format and methodology used to generate all reports.

14.3.2 In order for the City to monitor the service levels described ***above***, the Contractor's telephone System shall automatically provide the following reports:

14.3.2.1 Total number of incoming calls.

14.3.2.2 Total number of calls processed.

14.3.2.3 Total number of calls handled by ***the*** automated voice response System.

14.3.2.4 Total number of calls handled by customer service representatives.

14.3.2.5 Total number of calls disconnected as a result of a public "hang up."

14.3.2.6 Total number of calls disconnected due to failure of the Contractor's System.

14.3.2.7 Percentage of incoming calls completed.

14.3.2.8 Average wait time per call.

14.3.3 The Contractor shall provide the City with a written plan showing how the telephone System is to be monitored on a daily basis to ensure that the Contractor shall be aware of the System's performance so that adjustments to staffing and resolution of other problems shall be done immediately.

14.4 BILINGUAL REQUIREMENT

The Contractor is required to 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.

14.5 CORRESPONDENCE REQUIREMENTS

The Contractor shall provide staff in accordance with the Staffing Plan, with the required expertise (including bilingual ability) to promptly and efficiently respond to all correspondence. The correspondence unit shall be responsible for handling approximately 800 to 1,200 pieces of correspondence daily. The correspondence unit shall complete initial processing of 96% of all correspondence received within 24 hours of receipt, and no later than the end of the business day following receipt of the correspondence.

14.6 INITIAL PROCESSING

Initial processing is defined as the completion of the following actions:

14.6.1 opening all correspondence;

14.6.2 determining what action is required;

14.6.3 entering the action into the Contractor's System (e.g., temporary suspension, letter to Contractor, etc.);

14.6.4 beginning appropriate investigative actions to insure resolution of complaint or question; and,

14.6.5 implementing appropriate control and monitoring procedures to insure that correspondence is processed to completion.

14.7 REQUIRED MANAGEMENT INFORMATION REPORTS

14.7.1 The Contractor shall submit at the request of the City, the format and methodology used to generate all reports.

14.7.2 The Contractor shall generate management information reports documenting:

14.7.2.1 previous correspondence (beginning backlog);

14.7.2.2 total pieces of correspondence received;

14.7.2.3 total pieces of correspondence processed;

14.7.2.4 remaining correspondence (ending backlog); and,

14.7.2.5 any unresolved correspondence.

15 CASHIERING STANDARDS

15.1 WAIT IN LINE

15.1.1 The customer wait in line at the customer service walk-in facility shall not exceed 20 minutes. The Contractor shall monitor to ensure that this service requirement is being met.

15.1.2 In addition without advance notice, the City may conduct random on-site *audits*.

15.2 STAFFING LEVELS

15.2.1 Contractor shall meet performance standards and provide superior public service. Sufficient staff, including bilingual staff appropriate to the volume of Spanish and Vietnamese-speaking walk-in customers, is essential to handle the volume of payment transactions at the customer service centers.

15.2.2 This requirement shall be reviewed by on-site inspections and of daily work sheets to be prepared by supervisors at the cashiering location. The Contractor shall provide a monthly report summarizing the amount of staff and hours worked.

15.3 RECONCILIATION OF MONIES

15.3.1 The Contractor shall be responsible for reconciling all monies collected and for any and all cash shortages at the end of each day. Payments and funds shall be reconciled each day before preparation of deposits.

15.3.2 Cash overages and shortages of any amount shall be investigated and reported to the City within one Working Day of the deposit date. The Contractor shall reimburse the City for any accumulated shortages each month.

15.4 FACILITIES

All cashiering locations shall comply with City standards regarding posting of signs, furniture, decoration, and maintenance. Disabled access and adequate public parking shall be available at or near the office location. 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 days for the condition to be corrected.

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15.5 COURIER SERVICE

The Contractor shall pick up and deliver batched parking citations, correspondence and management reports at specified locations citywide daily. The City and Contractor shall mutually agree to a regular schedule for pickup of new citations from ***the*** City.

15.6 MANAGEMENT REPORTS

The Contractor shall provide, at the request of the City, the format and methodology used to generate all management reports. These reports shall be available either on-line through area networks, in hard copy, or on an as needed basis. The Contractor's System shall be able to supply management reports within 72 hours of the request.

16 SYSTEM REQUIREMENTS.

16.1 AVAILABILITY

16.1.1 System availability shall be the time during the principal hours of operation when the parking citation processing System, including all subsystems, is available to the City for its intended use. System availability shall be maintained at 96%. The Contractor shall provide objective methods of measurement to enable the City to monitor the availability level. It is the Contractor's responsibility to measure and report the availability level to the Parking Administrator on a monthly basis.

16.1.2 The System availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure, at which time the standards governing catastrophic failure supersede System availability standards.

16.2 ERROR CORRECTIONS

16.2.1 Error corrections are defined as those emergency actions taken to correct or fix hardware or software anomalies having a negative impact on the operation or use of the System.

16.2.2 The Contractor shall correct, at no cost to the City, all System malfunctions and errors. The Contractor shall repair or correct any such malfunctions and errors which impact the collection of revenues by the City within two days of receipt of notice from the City.

16.3 SYSTEM DISCONTINUANCE AND BACKUP

The Contractor shall provide a minimum of one year's written notice of intent to cancel support or maintenance of the System.

16.4 SYSTEM HARDWARE REPLACEMENT

16.4.1 The Contractor shall repair or replace, within four hours or the end of the Working Day receipt of notification from the City, whichever occurs first, 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.

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16.4.2 The Contractor shall further agree to establish a backup connection within 60 minutes of receipt of notification from the City that any data circuit is inoperable.

17 HANDHELD TICKET WRITER PROGRAM

17.1 GENERAL PROGRAM DESCRIPTION

17.1.1 The City currently writes approximately 60 to 80 percent of its citations utilizing handheld citation writers. The remaining citations are manually written. Contractor shall process both manually written tickets as well as those issued by handheld ticket writers.

17.1.2 The City shall supply all handheld ticket writers and sufficient supporting equipment, such as chargers, transmission cradles/devices, printers, batteries and base stations. The City shall have the sole discretion of determining the type of handheld ticket writer and supporting equipment it would use. The City shall be responsible for repairing the handheld ticket writers and the supporting equipment, and for training City employees on the use of this equipment.

17.2 CONTRACTOR'S RESPONSIBILITIES

17.2.1 The Contractor's ticket processing system shall be capable of processing parking tickets issued by up to twenty (20) handheld ticket writers. The City can, in its sole discretion, phase in the use of the handheld ticket writers.

17.2.2 The Contractor shall be solely responsible, at its sole expense, for developing, installing and maintaining a local area network that shall link the City's base stations for the handheld ticket writers to the Contractor's central processing system and all the work stations. Contractor shall develop, install and otherwise make this local area network fully functional within forty-five days of receiving written notice from the City to proceed with this project.

17.2.3 The written notice provided by the City shall state the number, make and model of handheld ticket writers that shall be used by the City. It shall also identify the number, make and model of all supporting equipment being purchased.

17.2.4 Within thirty days of receiving the City's written notice, Contractor shall submit a written plan for the local area network to the Department. The Department shall approve the plan or otherwise reasonably modify the plan as necessary within two weeks of receiving the plan.

17.2.5 Contractor shall make whatever modifications are necessary to its system to ensure that its system is fully compatible with the handheld ticket writers, and supporting equipment, used by the City.

17.2.6 The City shall be able to efficiently, quickly and accurately download all parking citation information contained in each handheld ticket writer to the Contractor's system.

17.2.7 The City shall be able to efficiently, quickly and accurately download specialized databases from the Contractor's system to the base stations, for ultimate downloading to the handheld ticket writers. The specialized databases shall include, but not be limited to, (1) scofflaw list (plates with five or more unpaid citations) and (2) list of plates issued citations for violations with an escalating fine structure. The Contractor shall be responsible for developing other specialized databases, such as parking meter inventories, as requested by the City.

17.2.8 The City shall be able to efficiently, quickly and accurately download specialized databases from the base stations to the Contractor's system.

17.2.9 Contractor shall work with the City and provide the City with support services in the development and implementation of a geographic information system for the handheld ticket writers and other associated databases.

17.2.10 Contractor shall be responsible for providing management reports on individual officer, beat and enforcement area activity using information collected by the handheld ticket writers.

17.2.11 Contractor shall provide on-going technical support and problem solving as needed throughout the life of the handheld ticket writer program. The Contractor shall cause appropriate personnel of Contractor to participate with the City in any training provided on the use of the handheld ticket writers and supporting equipment.

18 TELEPHONE RESPONSE SYSTEM (TVRS)

18.1 Contractor shall provide a telephone voice response system (TVRS) to answer calls and to augment service representatives.

18.2 The goal of the City in having a TVRS respond to customers' calls regarding parking citation matters is to provide a higher level of customer service by providing a user-friendly and cost effective means of increasing access to parking citation information.

18.3 The TVRS shall be able to deliver 100 messages regarding City parking policies and procedures which have been professionally recorded. The TVRS shall meet the City's customer service performance standards, be fully integrated with the parking citation processing system of retrieving parking citation data, and provide on-line, real-time status of citations and individual license plate records. The TVRS shall provide on-line, real time information in response to standard inquiries regarding procedures for appealing citations, outstanding penalties and acceptable methods of payment, due dates for payment of penalties, status of an administrative review and/or administrative hearing, and other related questions to which standardized responses may be given.

18.4 TVRS messages shall be professionally recorded in English, Spanish and Vietnamese and shall be available to the public 24 hours per day, 7 days per week.

18.5 The Contractor shall provide all hardware, the operational System software, and the application software for the TVRS. and the interface between the TVRS and parking citation database shall also be maintained by the Contractor.

Exhibit A-1
Additional Security and Data Privacy Requirements

1. The Proposer must follow industry best practices with security of the systems that contain City data. All System users shall have a unique user name and password. Access to systems shall electronically log user name, date and time. As an additional security measure, strong passwords meeting a City-defined password criteria, and regular password change shall be required. The City may choose to specify the password criteria and password expiration time interval for all Proposer system users as well as City system users.
2. The system must be designed, operated, maintained and certified to meet payment card security requirements of Visa, MasterCard, American Express, and Discover including, but not limited to all Payment Card Industry (PCI) requirements including PCI Data Security Standards (PCI-DSS) and Payment Applications Data Security Standards (PA-DSS) requirements, and other requirements as they are adopted by Visa, MasterCard, American Express, and Discover. The Proposer must also perform regular required assessments and audits to maintain compliance with payment card security requirements as they are updated.
3. Industry standard data encryption with a minimum of 128 bit key encryption must be used for user names, passwords and confidential data, when transferred through publicly accessible networks such as the Internet. This includes but is not limited to:
   - 3.1. User names and passwords
   - 3.2. Credit card information
   - 3.3. Financial transactions
   - 3.4. Customer and customer contact information
   - 3.5. Customer family relationships
   - 3.6. Customer health/medical information
4. The Proposer must provide the City's technical project lead with the administrator's user name and password and a user list for all password protected computers, systems and equipment located in City property, offices and facilities.
5. Proposer must cooperate with all City security audits and must cooperate with the City in the remediation of all identified system vulnerabilities that can lead to a system breach.
6. Security and Data Privacy Requirements for Proposer-Managed Systems
   - 6.1. The Proposer shall have security features that are designed to maintain the security of all information contained in the database and maintain the confidentiality of information. City data must remain confidential and only accessed by authorized personnel for official City business or when access is needed to provide system implementation, maintenance, updates, or troubleshooting services. City data cannot be used by the Proposer for other reasons unless approved by the City of San José.
   - 6.2. Proposer must abide by the City's e-Government policy (http://www.sanjoseca.gov/egovPolicy.pdf) and internet privacy and disclosure policy (http://www.sanjoseca.gov/privacy.html) as it relates to the hosting, management and operation of the online component of the system.
   - 6.3. Proposer must abide by all applicable laws relating to data privacy and identity theft which may include but are not limited to California SB 1386, California Civil Code 1398, the Personal Data Privacy and Security Act, the Identity Theft Protection Act, the Information Protection and Security Act, and the Consumer Data Security and Notification Act.
   - 6.4. All customer information must be secured in compliance with all applicable laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information.
   - 6.5. The Proposer must have an incident response plan in effect that covers processes and procedures for incidents such as, but not limited to:
     - 6.5.1. Breach of Personal Information

6.5.2. Firewall Breach

6.5.3. Virus Outbreak

6.5.4. Denial of Service / Distributed Denial of Service

6.5.5. Excessive Port Scans

6.6. The Proposer must immediately notify the City regarding all identified security breaches that compromises City data privacy, integrity or accuracy within 24 hours of the breach. This notification must include the date and time of the breach or unauthorized access, nature of the security breach, what City data was accessed or vulnerable to the breach including names and contact information of customer information that may have been compromised, and what the Proposer has done in response to the event.

6.7. Affected customers must be notified by Proposer of any breach of security involving their personal information as required by applicable laws.

6.8. Customer's personal information at minimum must be secured by user name and password and must only be utilized to perform services requested by customer and official City business.

6.9. Proposer must control entry to their facilities and offices that contain or have access to files, computers, data networks, data disks, backup tapes and paper documents containing City data to prevent unauthorized personnel from accessing confidential data. Physical security requirements at a minimum, include, but are not limited to controlled entry to facilities rooms that contain systems that house City data, and access to backup tapes that contain City data.

6.10. Proposer must maintain detailed transaction histories with date, time, and user identification of every transaction, and backup records of virtually every update or delete transaction;

6.11. Proposer must follow strict control, testing and reconciliation procedures for every system update to maintain system reliability and security.

6.12. Proposer shall insure virus, worm, trojan horse, and other hostile software detection and control is frequently updated and operational.

6.13. Proposer must install and maintenance a firewall at non-City facilities following industry best practices where City data is stored to prevent unauthorized access to data and to block unused ports.

6.14. Industry standard encryption must be used to secure the confidential data stored in the servers, back up tapes or any other electronic medium should they be lost or stolen from the Proposer.

6.15. Security practices and measures taken to ensure the security of City data, the system and its users must be documented and provided to the City at the City's request.

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EXHIBIT B
COMPENSATION

1. Compensation Rates

A. City shall pay Contractor a per citation fee calculated on the following monthly transaction volume basis:

Monthly Volume of Citations Processed	1) Processing Collections System and Walk-In Customer Service Center	2)Telephone Voice Response System (TVRS)	3) Electronically Automated Handheld Ticketwriters: AUTOMATION % and Discount Rate		PER CITATION TOTAL (Sum of 1, 2 Minus 3)
5,000 - 10,000	$3.05	$0.23	90% - 100% 60% - 89% 30% - 59%	-$0.08 -$0.06 -$0.03	$3.20 $3.22 $3.25
10,001 and Greater	$1.97				$2.12 $2.14 $2.17

B. Special Collections:

A 28% per citation fee shall be charged for any Special Collection fee collected as defined in Exhibit A, Section 5.

C. Additional Fees:

Type	Fee Per Transaction: Percentage or Amount
Credit Card	No Charge
Service	No Charge
Flat Fee	There is no charge to the City. There is a $3.00 fee for each citation paid by credit card which is paid by the violator

2. Monthly Invoice

All Payments are based upon City of San Jose acceptance of Contractor's performance of citation processing/collection and customer service center. City of San Jose shall have no obligation to pay unless Contractor has successfully performed their citations processing/collection and customer service duties at the cost proposed. Contractor shall submit to the City of San Jose a monthly invoice within fifteen (15) working days from the last day of each month, in arrears, for payment for services performed under this agreement. The monthly invoice shall include the identifying agreement number and a statement of work of the number of citation fees and amount of fee collected during the month. City of San Jose shall review the monthly invoice submitted by the Contractor within ten (10) working days

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of receipt of the invoice, and shall notify contractor of any discrepancies or deficiencies in said invoice

3. Payment to Contractor

City shall make monthly payments to Contractor within thirty (30) calendar days (Net 30) of City of San Jose's approval of Contractor's invoice. If City of San Jose makes any payments or incurs any costs for which the City is entitled to reimbursement(s) from any payment otherwise due to Contractor, payment shall be deducted for such reimbursement(s) and written documentation in support of each and any reimbursement deducted upon. In the event the City of San Jose does not deduct such reimbursement from payment, but submits to Contractor an invoice for reimbursement, Contractor shall reimburse the City of San Jose within thirty (30) days of receipt of such notice.

4. Consumer Price Index (CPI) Adjustment

The Contractor's compensation rates shall be subject to adjustment on each anniversary of the performance period. The adjustment shall be calculated as follows:

A. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (with a base year of 1982-1984=100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor Statistics ("Index"), which is published most immediately preceding the commencement of the applicable extension term ("Extension Index"), shall be compared with the Index published most immediately preceding the commencement date of the then expiring term ("Beginning Index"). If the Extension Index published has increased over or decreased under the Beginning Index, the monthly compensation rates for the extension term shall be set by multiplying the then expiring term's monthly compensation rate by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. Upon adjustment of the monthly compensation rates, the parties shall immediately execute a written amendment to the Agreement setting forth the new monthly compensation rates, and attach the same as a revised exhibit to the Agreement.

B. If the Index is changed so that the base year differs from that used as of the month immediately preceding the Agreement's commencement date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued of revised.

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C. The preceding provision of this Section notwithstanding, the adjustment of any monthly compensation rate for any extension term shall not exceed 7% of the previous term's monthly compensation rate.

D. For the purpose of illustration only, if a Beginning Index is 115 and the Extension Index is 124, the monthly compensation rate to be paid during the extension term shall $ X (the then expiring term's monthly compensation rate) multiplied by 124/115.

5. Postage Increase

If postage rates increase during the term of the contract, the per-cite fee (processing/collections system) shall be raised. The following formula will be used to allocate the cost to a pre-cite fee: number of notices and letters mailed in the previous three months divided by the number of citations processed in the three previous three months times the amount of the postal increase.

EXHIBIT C
INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT'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 CONSULTANT, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**
Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations where applicable; and

2. The coverage described in Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Professional Liability Errors and Omissions.

5. Crime Insurance/Employee Dishonesty

B. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident; coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, agents and contractors; and

4. Professional Liability Errors and Omissions $1,000,000 Aggregate Limit.

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5. Crime/Employee Dishonesty Coverage

A Combination Crime policy with minimum limits not less than $100,000 for

Form A: Employee Dishonesty
Form B: Forgery or Alteration
Form C: Theft, Disappearance, Destruction Inside/Outside Premises
Form D: Robbery and Safe Burglary Inside/Outside Premises

C. **Deductibles and Self-Insured Retentions**

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

D. **Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT'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.

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e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. 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.

E. **Acceptability of Insurers**

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

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. 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.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

G. **Subcontractors**

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

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

SAN JOSÉ LIVING WAGE AND PREVAILING WAGE POLICIES

AGREEMENT TITLE:	*INSERT EITHER: "Name of Agreement" or "Service Order No.____"* RFP 08-09-3 Parking Citation Processing/Collections and Customer Service Center
CONTRACTOR **Name and Address:**	Turbo Data Systems, Inc. 210 N. 4th Street, Suite 150 San Jose, CA 95112

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order 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 Jose 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 subrecipient 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 [4 hours a day or 20 hours a week]; 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 General Services. Upon award the Department of General Services 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 Jose 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 Jose.
   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 WITHOLD 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: Contractor agees that in the event of a breach of its obligations it will 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. 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.**

d. ADDITIONAL REMEDIES: Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

City	Contractor
By_____	By_____
Name: Mark Giovannetti	Name:
Title: Assistant Deputy Director	Title:
Date:_____	Date:_____

EXHIBIT E
RFP 08-09-03
Parking Citation Processing/Collection System and Customer Service Center AND Turbo Data Systems, Inc. Response (On CD)

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