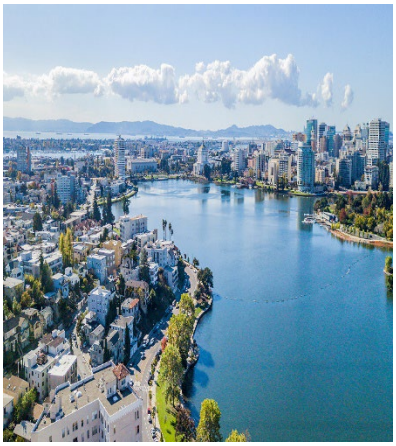
CITY OF
OAKLAND



OFFICE OF THE CITY ADMINISTRATOR

Elizabeth Lake, Interim City Administrator

REQUEST FOR PROPOSAL (RFP)

For

PARKING CITATION MANAGEMENT SOLUTION, PARKING ENFORCEMENT EQUIPMENT, and SPECIAL SERVICES

Due Date: FRIDAY, JANUARY 8, 2027 – 2:00 p.m., Pacific Time (PT)

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The Combined Contract Schedules will be collected from the successful Proposer before a final decision is made and up to full contract execution. It may be viewed at: https://www.oaklandca.gov/files/assets/city/v/1/public-works/documents/ccd/combined-contract-schedules-rev-0623.pdf or you may request a copy by email from isupplier@oaklandca.gov.

I. INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland, Finance Department, Revenue Management Bureau. The Revenue Management Bureau seeks proposals from qualified proposers to provide an integrated parking management system encompassing parking citation management software, parking enforcement hardware and service solutions for the parking citation program. The goal of an integrated parking management system is to provide a seamless, efficient, customer-friendly, and cost-effective parking citation operation for the City.

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦Equal Benefits for Registered Domestic Partners ♦Campaign Contribution ♦Post-project Contractor Evaluation ♦Prompt Payment ♦Arizona Boycott ♦ **0% L/SLBE** ♦ Dispute Disclosure ♦Living Wage ♦Minimum Wage ♦ Border Wall Prohibition♦ Sanctuary City Contracting and Investment Ordinance

Deadline for Questions: Friday, December 11, 2026, by 2:00 p.m., PT via email to ContractAdmin@oaklandca.gov,

Proposal Submittal Deadline Date and Time: Friday, January 8, 2027 no later than 2:00 p.m., PT.

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before identified deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov with "RFP for Parking Citation Management Solution, Parking Enforcement Equipment, and Special Services" in subject line. [iSupplier User Guides | City of Oakland, CA].

Proposals Must Be Received in iSupplier portal by Finance, Contract Administration no later than the deadline identified. iSupplier will not allow late submittals and therefore please allow time to log in, create a response, and upload your Proposal. Email submittals will not be accepted.

Contractors who wish to participate in the RFP process are required to register in iSupplier to receive addenda, updates, announcements, and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

For further information and detailed iSupplier registration instructions, please visit the following link https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Doing-Business-With-The-City-Register-with-iSupplier

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City.

1. iSupplier Registration/Login: https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Doing-Business-With-The-City-Register-with-iSupplier New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier
2. iSupplier user guides: https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Doing-Business-With-The-City-Register-with-iSupplier/iSupplier-User-Guides

Contact Information: The following City staff are available to answer questions regarding this RFP.

1. Contract Admin: contractadmin@oaklandca.gov

The City of Oakland, Finance Department, Revenue Management Bureau, is seeking proposals from qualified firms or individuals to provide an integrated parking management system encompassing parking citation management software, parking enforcement hardware and service solutions for the parking citation program. The goal of an integrated parking management system is to provide a seamless, efficient, customer-friendly, and cost-effective parking citation operation for the City.

Independent proposals for Parking Citation Management Solution ("Software Solution") and Parking Enforcement Equipment ("Hardware Solution") are encouraged and accepted. The City, however, prefers to select one company to provide an Integrated Solution, which combines Software and Hardware Solutions and the Special Services.

Proposals that involve multiple proposers teaming-up to offer an Integrated Solution must have a single proposer who assumes overall financial and legal responsibility for providing a tightly Integrated Solution. Such type of proposals must clearly identify one proposer as the "prime contractor," and all others as subcontractors. Furthermore, proposer(s) teaming-up with other proposer(s) in offering an Integrated Solution cannot propose an independent Software or Hardware Solution using the same solution(s) offered in an Integrated Solution proposal.

The City intends to award these services in February 2027, with the awarded contractor(s) to begin service responsibilities in March 2027. The term of the agreement(s) shall be

for five (5) years with two (2) one-year options to renew for a total of seven (7) years. Options to renew are at the sole discretion of the City. Both Software and Hardware Solutions or an Integrated Solution must be completely delivered, installed, tested and operational for go-live no later than June 30, 2027.

The City plans on evaluating the proposed Software Solutions, the Hardware Solutions and the Special Services independently from each other, allowing for multiple awards even though the City prefers a single award to one company (one agreement) if an Integrated Solution provides the most advantageous proposal on a variety of factors including, but are not limited to, price, implementation costs, design quality, features, and performance.

The City would like to consider all cost proposals including purchase option for perpetual licensing with recurring annual cost for the software license and support as well as the lease option with recurring annual cost for the software subscription and support. The City is not required to accept the lowest cost proposal.

All Software Solution delivery models (hosted, cloud-based, SaaS, Hybrid) will be considered. The Hardware Solution, if independently awarded, will be subjected to conditions to ensure the functionality and compatibility with the Software Solution.

Proposed Software Application ("App") designed to provide real-time parking enforcement solution utilizing Android or Apple's IOS-powered devices for mobile enforcement (in place of an actual handheld computer citation writer designed only for the activities related to parking enforcement) and included with the proposed Software Solution will be accepted. Stand-alone App designed for parking enforcement and proposed without affiliation or teaming-up with the Software Solution proposer will not be accepted.

BACKGROUND

The City of Oakland is located on the east side of the San Francisco Bay in the County of Alameda. Oakland is bordered by 19 miles of coastline to the west and rolling hills to the east, which provide unparalleled vistas of the Bay and the Pacific Ocean. In between are traditional, well-kept neighborhoods, a progressive downtown, and superior cultural and recreational amenities. Oakland serves as the administrative hub of the County of Alameda, the regional seat for the federal government, the district location of primary state offices, and the center of commerce and trade for the Bay Area. The eighth largest city in the State of California, Oakland has diversified its economic base significantly in the past few decades. The economy offers a healthy mix of trade, government, financial, medical, information technology, publishing and service-oriented occupations.

The City of Oakland parking compliance program enforces posted parking regulations on a citywide basis in an effort to improve compliance with local and state parking

regulations. Parking may be restricted for safety reasons, such as near a crosswalk, intersection, and on narrow or high volume roadways. There may be limits on the amount of time a vehicle may park to support the needs of businesses, or parking may be reserved for special uses, such as individuals with disabilities and bus zones. When vehicles are parked in violation of posted regulations, a parking citation, as authorized by the City of Oakland's Municipal Code and the California Vehicle Code, may be issued.

Activity/ Transaction Type	**Annual Volume**
Citations	330,000
Electronic Citations	324,997
Handheld Citations	5,003
Administrative Reviews	17,790
Administrative Hearings	431
Customer Service Center	9,253
Incoming Mail	8,733
DMV	15,355
IVR Telephone System	16,987
Citation Web Portal	125,523
Franchise Tax Board	18,000
Citation credit card transactions processed	133,284
Residential Parking Permits	12,735
Monthly Parker Permits	1,630

The annual adopted budget forecast of the revenue from the parking compliance program ending June 30, 2027, is approximately $30 million.

The Parking and Mobility Assistance Center (PMAC), a division within City's Revenue Management Bureau, is responsible for the collection of parking violation fines, which are established and codified under Oakland Municipal Code Title 10 and the California Vehicle Code. PMAC is also responsible for issuing residential and business parking permits, conducting the initial Administrative Review of contested parking violations and coordinating for the formal Administrative Hearing.

The City Parking Enforcement Section (PES), a division within the City's Department of Transportation, currently uses handheld ticketing devices, with built-in citation issuance application and separate Bluetooth printers, which are all part of the 2017 procurement process. The 2017 procurement process resulted in the City awarding the Software Solution, the Hardware Solution and the Special Services to one contractor in April 2018. The current agreement with the third-party contractor is due to expire on June 30, 2027.

There are currently 90 authorized Parking Control Technicians who issue approximately 330,000 electronically generated parking citations annually. The approximate 5,000 hand-written citations are mostly issued by sworn personnel. PMAC issues and renews approximately 15,000 residential and business parking permits annually.

The objectives for the RFP include:

- Evaluate and select the Software Solution that best meets the technical, functional and business requirements of the City. It is the City's intent to select a Proposer that has experience in implementing the Software Solution comparable in size, scope and complexity to the City's requirements and future needs.
- Evaluate and select the Hardware Solution that reflects current mobile device capabilities and can be easily configured to integrate with the Software Solution and meet emerging enforcement data exchange requirements.
- Evaluate and select Special Service provider that offers a full service approach to meet the required document production and mailing services and/or a collection of unpaid citation service that will increase program revenues through effective collection processes.
- Provide comprehensive citation workflow, data analysis and reporting capabilities
- Increase the efficiency of business processes and productivity of staff.
- The Solutions must also be able to support future changes in parking citation enforcement and management program, as mandated by City, State and Federal law.

II. SCOPE OF SERVICES

A. The City is seeking proposals from qualified Proposers to provide an integrated parking management system encompassing parking citation management software, parking enforcement hardware and service solutions for the parking citation program. The goal of an integrated parking management system is to provide a seamless, efficient, customer-friendly, and cost-effective parking citation operation for the City.

Independent proposals for Parking Citation Management Solution ("Software Solution") and Parking Enforcement Equipment ("Hardware Solution") are encouraged and accepted. The City, however, prefers to select one company to provide an Integrated Solution, which combines Software and Hardware Solutions and the Special Services.

The preferred Integrated Solution includes parking citation management software with integration to the City's Point of Sale System (CityBase), City's Financial Management System (Oracle R.12), Vehicle Immobilization System, Customer Experience Management System (QMatic) and hand-held computers/devices with portable printers. The City will consider all software delivery models, except for on-premise model, and options to either purchase or lease the Solution(s).

The Proposer awarded the Software Solution shall ensure that the solution is capable of providing a wide variety of parking citation services, including but are not limited to, importing of citation data in real-time from the hardware/handheld equipment, processing of parking citations and parking permits, generating timely production of all correspondences, notices, letters, accurate processing of all Department of Motor Vehicles (DMV) transactions, and supporting multiple collection strategies whereby a different strategy may be assigned to a set of unpaid citations.

Proposers are advised that the City also utilizes the Department of Motor Vehicles (DMV) Registration Hold Program, the Franchise Tax Board (FTB) Intercept Program and Indigent Payment Plan (IPP) established pursuant to applicable state law as mechanisms for the collection or resolution of delinquent parking citation accounts. Collections received through these programs, including payment made pursuant to an IPP, shall not be deemed recoveries attributable to the contractor, and no compensation shall be payable to the contractor for such collections, except for costs incurred in the preparation and mailing of required notices. Such notices may include, or make reference to, potential additional collection fees that may be imposed, in addition to mandatory penalties, assessments, and other charges authorized by applicable law.

The Proposer awarded the Hardware Solution (if independently awarded) shall be subjected to conditions to ensure the hardware/handheld equipment is functional and compatible with the Software Solution. The City requests for proposals of 115 handheld computer citation writers, 115 portable printers, 10 mobile (vehicle mounted) Automatic License Plate Recognition (ALPR) systems and equipment, and related operating software and accessories.

Proposed software application ("App) integrated into Android or Apple's IOS-powered devices/phones and designed to use as mobile parking enforcement tool will be considered if the proposal is affiliated or teamed-up with the Proposers submitting the Software Solution. The physical hardware specification, as outlined below, is therefore not applicable to App. However, such proposal needs to include the portal printers and meets the minimum specifications.

- The Software Solution comprises of Commercial Off-The-Shelf (COTS) software applications(s), including implementation, data integration, data migration, training, maintenance and support services. The Software

Solution must also support the administration of residential and business parking permits.

- The Hardware Solution comprises of handheld computer citation writers with portable printers, and mobile (vehicle mounted) Automated License Plate Recognition (ALPR) systems including operation software and accessories.
- The Special Services comprises of document design, document production, enveloping, insertion, mailing and electronic storage and the collection of unpaid citation.

Proposals that involve multiple proposers teaming-up to offer an Integrated Solution must have a single proposer who assumes overall financial and legal responsibility for providing a tightly Integrated Solution. Such type of proposals must clearly identify one proposer as the "prime contractor," and all others as subcontractors. Furthermore, proposer(s) teaming-up with other proposer(s) in offering an Integrated Solution cannot propose an independent Software or Hardware Solution using the same solution(s) offered in an Integrated Solution proposal.

B. MINIMUM QUALIFICATIONS

A Proposer will be considered "non-responsive" to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met.

- Proposer(s) must have at least five years of experience in the implementation of the Solution(s). The years of experience must be demonstrated in the Cover Letter detailing company's experience and years providing the Solution(s) and qualifications.
- Previous experience in reliably managing citations volumes, data storage and reporting/analysis capability for the Parking Enforcement operation of at least 90 Parking Control Technicians and at least 330,000 annual citations.
- Submit five different customer site implementation references where the same or similar Solution(s) to your proposal has been installed and implemented.

Note: References shall be evaluated and scored as part of the Evaluation of Proposals. Therefore, it is important that each reference be as complete and descriptive of the work that was done, and as close as possible to the City's requirements as described in the RFP. References for larger implementations and public sector are also preferred.

C. GENERAL REQUIREMENTS

The general requirements include, but are not limited to:

- Ability to allow users to access, enter and edit parking citation data with a web-based/graphical user interface (GUI) interactive mode.
- Ability to provide an online portal where customers can inquire citation information, make payment or file for administrative review and/or hearing.
- Ability to run in a mission critical environment and operate 24 hours, 7 days week.
- Ability to generate citation courtesy and delinquent notices or correspondences to be mailed to the customer on an as-needed basis or to transfer data via FTP (File Transfer Protocol) to third-party document printing Contractor for document production and mailing.
- Ability to batch upload of lockbox payments files from the City's payment processor and/or manual entry of one-time payments.
- Ability to interface in real-time with City's Point of Sale System (CityBase) for payment processing, City's Financial Management System (Oracle) for payment tracking and other systems, including the Customer Experience Management System (QMatic) for Administrative Hearing scheduling and State Department of Motor Vehicles for registered owner inquiry and retrieval and for vehicle license registration hold placement and release.
- Ability to process and maintain up-to-date data and schedule for the purposes of processing appeals of citations.
- Ability to generate standard and customized reports.
- Ability to provide real time information to the handheld computers for access by parking personnel in the field.

D. SOFTWARE SOLUTION TECHNICAL REQUIREMENTS

The proposed Software Solution must be capable of meeting the current demands for a complete data processing system capable of intake, data management, processing, reporting and analysis of approximately 330,000 electronically generated parking citations, 5,000 hand-written parking citations and 15,000 combined residential and business parking permits per year.

The City expects the selected firm Software Solution, the Hardware Solution, and the Special Services to be completely delivered, installed and operational for go-live no later than June 30, 2027. Proposers unable to meet this deadline may not be considered for award.

The primary functions of the Software Solution are:

- Processing of electronically-generated and hand-written citations, including posting of fines, fees, penalties and charges and tracking of payments resulted from the aforementioned charges.

- Interfacing in real-time with the Hardware Solution (handheld equipment), the City's Point of Sale System (CityBase), City's Financial Management System (Oracle, Release 12), Scofflaw Booting System, Customer Experience Management System (QMatic) and Department of Motor Vehicle databases.
- Coordinating and tracking of informal Administrative Reviews and formal Administrative Hearings.
- Issuing and renewing of Residential, Business and Visitor Parking Permits that are associated with a vehicle license plate rather than a traditional windshield/bumper sticker or hang-tag.

1. Citation Processing Module:

a. Citation Processing Requirements

The citation processing system shall possess the following features:

- Automatically calculate and apply penalties on outstanding citations based on the City's Fine schedule.
- Authorized users with correct access rights should be able to update citations in the following ways:
  - Assess necessary penalties such as towing fees and insufficient check fees.
  - Enter notes concerning the citation or customer to be viewed by other users.
  - Dismiss citations for a pre-defined set of reasons.
  - Apply payment including overpayments and underpayments.
    - The solution should generate a notice when a citation was not paid in full.
  - Apply payments including payments for tickets not yet uploaded to the solution.
  - Reverse payments based on a pre-defined set of reasons, such as an NSF check.
    - Reversed payments should automatically update the status of the citation, generate a notice to the customer, and allow for further fines to accrue and collection notices to be generated.
  - Process refund of overpayments on citations.
  - Update names and addresses.
  - Identify vehicles eligible for immobilization or impound (based on criteria provided by City) for excessive parking violations.

- Provide a process for noting that a vehicle has been impounded including notifications on the specific citations for which the vehicle was impounded.

- Authorized users with correct access rights should be able to perform at a minimum the following inquiries:
  - Inquiries on residential parking permit numbers
    - Issuance information
    - Vehicle and driver registration information if available
    - Payment information
  - Inquiries on citation numbers
    - Issuance information
    - Vehicle and driver registration information if available
    - Payment information
    - Photos of violation if any
  - Inquiries on owner name
    - Provide possible alternative owner names
    - Provide owner address information if available
    - Provide related license plate numbers
    - Provide related citations
    - Provide related residential parking permits
  - Inquiries on license plate number
    - Display all citations written against plate number
    - Display all residential permits issued on plate number
    - Display impoundment eligibility based on criteria provided by City
    - Display total amounts owed on all outstanding citations
    - Display total amounts owed on tow eligible citations
    - Display total amounts owed on non-tow eligible citations
  - Inquiries on other criteria, including, but not limited to:
    - Registered owner address
    - Driver license number
    - Vehicle identification number
  - Additional display information including, but is not limited to:
    - Payment information and history
    - Notes and comments associated with the citation, driver, vehicle, as warranted
  - Bulk/Mass update of commonly changing fields such as name/address changes
  - Ability to receive payment on citations not yet loaded to system. System will then automatically match payment to issued citation when loaded.
  - Accurately record all details surrounding individual payments including, but not limited to:

- Payment channel (online lockbox, over the counter)
- Payer name
- Payment method (Cash, Check, Credit Card)
- Payment status (was it voided?)

b. Immobilization Processing Requirements:

The citation processing system shall provide:

- The correct number of boot-eligible citation as defined by the City (not including citations under appeal, on payment plans or otherwise in dispute) that must be prior to release.
- Ability for the entry of an administrative fee for booting.
- Notification to any cashiering station that a vehicle is booted and all boot-eligible citations must be paid or administratively handled prior to release.
- Electronic notification to specific email addresses if all boot-eligible citations are paid through an online basis so the boot can be removed.
- Setup of tables to allow the City to designate final dispositions of vehicle if citations remain unpaid, e.g. towed to specified vendor, held for payment. There should also be a field for entry of an Oakland Police Department incident number.
- The ability to accurately determine how many vehicles are boot-eligible at any time.
- Report on boot-eligible citations, searchable by address and street to increase possibility to locate scofflaw vehicles, e.g. where does license plate ABC123 receive the bulk of the citations?

c. Notice Generation Requirements

The citation processing system shall have the ability to prepare multiple types of notices for multiple reasons. Each time a notice is generated, the affected citations and license plate numbers shall display in the audit record that the notice was generated. The following notices and functionality are specifically required:

- Courtesy notices to vehicle/registered owners
  - Generated twenty-one (21) days from date of issuance
- First Delinquent notices for individual unpaid citations
  - Generated twenty-one (21) days after issuance of courtesy notice
- Second Delinquent notices for individual unpaid citations

  - Generated twenty-one (21) days after issuance of first delinquent notice
- Notice of Vehicle Immobilization or Impoundment
  - Generated to the owner for five or more unpaid parking citations
  - May combine one or more vehicles or license plates under common ownership
- Non-Sufficient Funds (NSF) Check Notice:
  - Written notification that their payment was returned. Should include penalties assessed and instructions for resolution
- Composite notices by license plate number
- Notices of partially paid citations
- Car Rental Agencies
  - Car rental agencies are given 30 days after notice of Citation to provide the City with the name and address of the individual who rented the vehicle at the time of the citation
  - Upon receipt of this information, notices must be generated to the renter of the vehicle

d. Reporting Requirements

The citation processing system shall provide access to an on-demand reporting tool with access to real-time or near real-time production data. The validity of the information presented in all reports must be correct. All potential reporting errors will be addressed and corrected by the City as soon as possible. Basic features of the reporting tool must include:

- An initial set of commonly used reports for immediate use.
- The ability to create customer reports from scratch or supplied templates.
- Ability to create PDF version of reports.
- Ability to export data to MS Excel or similar program used for storing, organizing and manipulating data for analysis and projection purposes.

The following is a basic set of reports the City will require to be setup with assistance of the Contractor:

- Citation Issuance
  - Parking Personnel Reports
    - Number of citations issued by each parking personnel by violation type

- Display the disposition of each issued citation (paid, dismissed, voided, etc.)
- Agency Reports
  - Summary of tickets and permits issued by the City
- Location Reports
  - Details concerning the issuing agency, type of violation, and location
  - Display the disposition of each issued citation (paid, dismissed, voided, etc.)

- Impoundments
  - Activity Report
    - Number of vehicles immobilized and/or towed
    - Geographical locations (e.g. zip code, Council District, etc.)
    - Violation type and value of citations.
- Processing and Collections
  - Out of State Citation Analysis
    - Summary report on citations issued and outstanding by State.
  - Habitual Parking Violator List(Heavy Hitters)
    - Based on City defined criteria, a list of tow eligible vehicles by license plate with associated outstanding citation information.
  - Listing of Notices Sent
  - Noticing Analysis
  - Detailed transaction reports including the following information:
    - Totals for cashier by cash, check, and credit card
    - Reports will be run daily but should be able to be run for a given date range or reproduced on a future date.
  - Revenue Reports
    - Breakdown by issuing personnel (Parking Technician or Sworn)
    - Breakdown of citation status when paid (ticket, default, immobilization, tow)
  - Returned Check reports
  - Citation Hearing Appeals Analysis
    - Totals for Appeals Hearing Officer by intake and outcome
  - Management Reports
    - Month to Date and Year to Date issuance and collections
    - Month to Date and Year to Date Appeals Totals
    - Reports should include previous years totals for same time period

2. Parking Citation Adjudication Module:

The citation processing system will include a module to enable PMAC to perform the following actions associated with the adjudication of citations:

- Enter and track requests to appeal a citation. This intake should include the following information:
  - Intake channel including
    - In person
    - On-line
    - Email
    - Written
  - Citation Number(s) to be included in the appeal.
  - Customer Name and contact information including email address.
  - Sufficient space to capture the basis for their appeal.
  - Ability to include attachments such as PDF documents or photos.
- Place citations on hold for a specific period of time
  - All collection efforts will be suspended. This includes:
    - Fines will not increase
    - Notices will not be printed
    - Status of citation will not change (default, writ, etc.)
  - When hold expires, all collection efforts resume as described above.
- Generate notice to the customer that their appeal has been received and is on hold pending investigation. Notice should be emailed when an email address is given, otherwise printed for mailing.
- Voided citations.
- Dismiss citations using a pre-determined reason code for inquiry and reporting.
- Transfer payments from one citation to another, including overpayments on citations.
- Enter and track dispositions of appeals using predetermined reason codes for inquiry and reporting.
- Create and print or email professional-looking messages to communicate appeal dispositions to customers.
  - Messages will include a number of standard elements but should also be customizable to include specific findings based on the appeal
  - Message fields should be expandable up to a minimum of 1,000 characters to allow for appeals requiring longer responses
  - Limits on message fields should include visible counters to allow customer to know when customized messages are nearing the character limit
  - A copy of the message should be stored electronically and be available for retrieval and reprinting/sending.

- A history of messages sent or printed should be accessible for reference.
- Ability to reprint an image of the citation as it would have been produced by the mobile device.

3. Internet (On-line) Portal Module

The citation processing system shall provide an Internet (On-line) module to enable customers to:

- Review issued citations and images using unique identifier, such as citation number or license plate number.
- File for informal administrative review and/or formal administrative hearing.
- Pay for citation.
- Apply for and receive confirmation of digital/virtual parking permits online.

4. Residential and Business Parking Permits Module

The citation processing system shall provide a module for the administration of residential and business parking permits. Functionality shall include, but not be limited to:

- Establishment and adjustment of parking districts, zones and rates.
- Issuance of Virtual/Digital permits via the vehicle license plate.
- Real-time access to active permit data for mobile devices with built-in LPR technology.

E. HARDWARE SOLUTION TECHNICAL REQUIREMENTS

Proposals for the Hardware Solution must reflect the current state-of-the-art mobile wireless device technology that will not only equipped with GPS-coordinated tracking of issued citations, routes, real-time transmitting of issued citation to the Software Solution but also capable of providing a wide range of parking enforcement activities, including, but are not limited to, real-time electronic tire chalking, on-street parking payment, residential and business permit status verification, and License Plate Recognition technology capable of matching and identifying permitted, unpermitted, abandoned and stolen vehicles or vehicles eligible to be immobilized or towed under the immobilization or towing program (the Scofflaw Program).

1. Operation Hardware (Handheld Citation Issuance Equipment)

- The handheld citation issuance devices will need to be ruggedized computers, tablets or smart phones. Devices should be able to withstand

a 4-ft. drop with an IP65 rating. The initial contract will require 115 of these devices.

- The handheld equipment, including chargers, used to issue parking citations shall be provided to allow one (1) complete unit per employee (105 employees + 10 spare).
- The handheld equipment used to issue parking citations shall have real-time wireless communications.
- The handheld equipment used to issue parking citations shall use an online processing system utilizing the following technologies:

    - Bar code scanner: Ability to scan 2D bar codes from automobile registration decals, retrieve all relevant information from the decals and import that information to the ticket for follow-up processing.
    - License Plate Recognition: The handheld should be able to scan vehicles via the LPR technology.
    - Notification: The handheld should be able to notify the user of various issues that can arise in the field, e.g. vehicle is boot-eligible, parked in a permit-required areas/zones without a permit (via LPR), stolen, has expired registration, etc.
    - Digital imagining: Provision of at least an eight (8) megapixel or higher quality camera with flash capability that can provide up to four (4) images per citation. The preference is for real-time transmission of images. Consideration will be given to images being downloaded from the handheld equipment at the end of each shift as part of a charging/data transmission scenario. All images shall be data and time stamped by the handheld without interaction by the user. Citation data, however, must be transmitted to the Software Solution server in real-time.
    - Reporting issues in the field: The handheld shall be able to be used for real-time reporting of malfunctioning or missing parking equipment, e.g. signs or meters. Reports shall be able to be directed to specific email addresses so repair staff can be dispatched quickly to repair equipment.
    - GPS: Each handheld shall have built-in GPS so user locations can be tracked, routes can be displayed over a number of hours and "stop" and/or "gap" reports can be created.
    - User Comments: The handheld print file shall be adaptable so the user may be able to enter up to three (3) lines of printable comments per citation. An additional comment line can be added but not printed on the citation. This additional line can be used as "private" comments by the issuing parking personnel unless a method of adding "private" comments is otherwise offered.
    - Time violations: Require the original time the vehicle was "chalked" and that information shall show-up separately on the printed citation.

The information should be automatically populated by the handheld if the vehicle was timed using the handheld equipment.
  - Violation requirements: Certain violations shall have requirements that the parking personnel must follow in order to issue a citation. All violations require at least one comment in the Comment field.
  - Timed violations require the original time the vehicle was "chalked" if the original timing was not performed using the handheld devices
  - Permit parking violations require the user to verify the present of a permit via the scanning of the license plate and that verification shall be recorded
  - Handicap parking violations require at least two images. Fire hydrant, crosswalk and double-parking violations require at least one image. The handheld should require the necessary number of images for violation require them as evidence.
  - Timing: The handheld shall allow user to enter data relevant to the location of a specific vehicle for the purpose of timed enforcement.

2. Portable (Mobile) Printers

- Portable printer(s) shall be separate from the handheld computer citation writer(s).
- Portable printer(s) shall be the manufacturer's current model, new (no refurbished or pre-owned units are acceptable).
- Portable printer(s) shall be rugged and have an enclosure to protect against water/dust and ensure reliable performance under all conditions.
- Portable printer(s) shall accommodate durable and weather resistant printing paper.
- Successful bidder shall be required to provide unit for acceptance testing and verification.
- Printer Accessories
  - Printer(s) shall come with a carrying device that allows users to choose between a holster or belt clip
  - DC Chargers (115) enabling the charging of every printer (115) simultaneously and facilitate the full recharging of the printer(s) within 4 hours or less shall be included
- Printer Memory/Operating Software/Communication
  - Printer(s) memory shall be a minimum of 4MB Flash, 8MB Ram
  - Printer(s) shall have Wireless Bluetooth communication
  - Printer(s) software shall be able to print bar codes, stored graphics and user-defined fonts.

3. Operation Software (for Handheld Citation Issuance Equipment)

The software should be user-friendly and facilitate the efficient issuance of parking citations by City ticket-issuing users with features, including but are not limited to, the minimal number of screens, pre-populated fields where available, drop down lists, user prompts, logic based on violation type, logic based on values entered into fields, mandatary fields, comment field, search functionality, etc.

The software must, using secured encrypted protocol or other available secure technologies, interface, integrated and/or communicate with various databases and/or applications, including third party databases and/or applications, simultaneously, wirelessly and in real-time. Such applications or databases include, but are not limited to, GPS, parking meter pay-by-cell, expired city sticker or license plate, boot eligibility, vehicle registration and permit databases or applications. Interfaces with City or third-party systems will be defined over the term of the contract and be implemented as needed.

The software should be highly configurable and allow for easy updates of violation types, fine amounts, etc. The software must assign unique violations numbers from a pool of numbers assigned by the City. The violation numbers are assigned sequentially and can never be assigned more than once.

The software should be highly secured and comply with the City's data security protocols. Security access based on user roles must be provided. Each user will require a user ID and will only be able to access the software with a password. All data transfers must adhere to strict data transfer protocol and must be approved by the City.

Contractor must implement processes to ensure that data and photos for all violations issued are transmitted to the host system and that no violation data or pictures are lost due to issues with transmissions to host system, system failure, deletion from the hardware devices, etc. Contractor must ensure data recovery processes are in place in the event of lost data or equipment.

The software should facilitate the capturing of pictures to support a violation. Multiple pictures are required to be associated with a violation.

The software should print violations with the format prescribed by the City. The issuing officer's signature, in the form of a digital signature, must print on the violation. Violations must be able to be re-printed if needed.

The software should allow for adaptation to other type of violation issuance authorized by the California Vehicle Code and the City's Municipal Code,

and the software should allow for the data capture of non-violation such as broken meters, loading zones, etc.

The software should incorporate and integrate with other types of functionality, such as LPR, GPS, timing/chalking, and/or RFID and populate fields within the software via such functionality.

The software should work with commodity, industrial or ruggedized mobile devices such as smart phones, tablets, laptops, or other mobile handheld devices and recent versions of standard operating systems: Android, IOS and Microsoft Windows.

The software should integrate with the data analytics component proposed that the Parking Control Technicians are assigned routes, are guided through assigned routes and can efficiently maneuver from the map routing screen to violation issuance screens and back.

The software should have mobile reporting capability for the issuing officer and/or supervisor. Reports include, but are not limited to, number of tickets issued, number of tickets voided, GPS reports, GPS staff location, financial related information, etc.

The Contractor must maintain a test or development environment for testing, including user acceptance testing of all changes, upgrades, updates to the citation to the citation issuance software separate from the production environment.

4. Operation Hardware (Mobile Automatic License Plate Recognition System)

The initial contract will require 10 vehicle mounted, Automatic License Plate Recognition (ALPR) systems. The mobile LPR system must be fully integrated, in real-time, with the citation and permit management systems, including enforcement devices such as handhelds, and other potential parking technology services such as mobile payment services, single- and multi-space parking payment technology, pay-by-plate payment systems, time limit management (including tracking of parking by zone and location), scofflaw identification, occupancy sensors, and immobilization/tow lists.

LPR cameras shall be capable of capturing license plates in various parking space configurations on-street, that include, but are not limited to, parallel, perpendicular, and angled spaces.

The system shall provide live, simultaneous display of all of the following: the IR license plate image, the license plate interpretation or system read, a

corresponding color overview of the vehicle displaying the captured IR license plate, the date and time stamp, identification of the camera capturing the image, and parking related vehicle information (permits, payments, notifications, etc.)

The mobile LPR equipment must have the ability to transfer the LPR captured violation data including license plate information, violation images, time stamps and GPS locations to the City's enforcement device(s) for citation issuance. All reads by the cameras shall have a context photo, a photo of the plate, and full metadata, including the interpreted plate, GIS coordinates, date, time, ID of patroller/vehicle, ID of camera (left/right) capturing the image, Officer or User ID, and block face ID (if configured).

F. SPECIAL SERVICES

1. Document Production and Mailing Services

The City requires a range of support services in the production and mailing of citation notices, as mandated by the City's Municipal Code and the California Vehicle Code (see Notice Generation Requirements). Proposals shall thoroughly describe the controls that shall be exercised to provide a noticing program that is accurate and timely.

a. Proposal

The proposal should demonstrate the proposer's qualifications and experience specific to the production and mailing of services

b. Scope of Work:

- Contents: City will provide files to the contractor electronically
- Schedule: Production and mailing of citation notices are to be distributed in accordance to the schedule outlined in the Notice Generation Requirements
- All work shall comply with the provisions of law, including, without limitation , CA Vehicle Code, laws pertaining to mass mailings by public agencies
- All form letters, forms and noticing procedures must be approved in writing by the City including recommended additional notices or changes to the notice templates or notice presentation.

c. Document Production and Mailing Cost Proposal:

- Provide the proposed fee for providing all of the services set forth in the Scope of Work. The proposed fee should be quoted as a fixed amount of cost to be paid to the selected Proposer
- Clearly set forth in detail any and all third-party costs, such as postage and materials, for which the City will be charged but not included in the fixed amount of cost mentioned above.

2. Collection of Unpaid Citations

The City seeks proposals for parking citation collection services. The collection of unpaid citation should occur immediately following the assignment of unpaid citations or based from a pre-determined schedule.

Proposers are advised that the City also utilizes the Department of Motor Vehicles (DMV) Registration Hold Program, the Franchise Tax Board (FTB) Intercept Program and Indigent Payment Plan (IPP) established pursuant to applicable state law as mechanisms for the collection or resolution of delinquent parking citation accounts. Collections received through these programs, including payment made pursuant to an IPP, shall not be deemed recoveries attributable to the contractor, and no compensation shall be payable to the contractor for such collections, except for costs incurred in the preparation and mailing of required notices. Such notices may include, or make reference to, potential additional collection fees that may be imposed, in addition to mandatory penalties, assessments, and other charges authorized by applicable law.

a. Proposal

- Provide brief history of the collection of unpaid citations and the amount of revenue recovered
- Specify the citation age or delinquency timeframe at which the Proposer recommends unpaid parking citations be referred for collection and explain the rationale for that recommendation.
- Provide detailed steps that will be taken once the collection matter is received from the City, including the number of contacts and procedures that will be taken, both written and by phone.
- Provide description of Proposer's policy and procedure on handling complaints
- Specify whether Proposer utilizes any form of automated collection processes, and if so, provide a detailed description of Proposer's automated collection procedures

b. Scope of Work

- Pursue collection of unpaid citation as a third-party collector (under the name of the collection agency)
- Demand payment for each unpaid citation in a non-threating manner and/or seek a payment arrangement satisfactorily to the City under which the delinquent citation will be paid
- Use fair collection practices in the collection of citations, as established by the Federal Trade Commission, Consumer Financial Protection Bureau, or any other state or federal agency having jurisdiction
- Use best efforts to achieve maximum recovery of citations referred for collection, which shall normally include, but are not limited to, phone calls and mail efforts
- Pursue collection on judgments, debts, liens or other collection matters assigned by the City only
- Accept or compromise settlement on any citations only with prior written consent of the City
- Suspend collection efforts on any citation upon receipt of notification of bankruptcy.

c. Collections Cost Proposal

- Provide the proposed fee for proving all of the services set forth in the Scope of Work. The proposed fee should be quoted as a fixed percentage of monies collected by the Proposer on behalf of the City to be paid to the selected Proposer
- Clearly set forth in detail any and all additional expenses, such as postage, for which the City will be charged but not included in the fixed percentage of monies mentioned above
- Provide the proposed fee and terms, if any, for citations forwarded to proposer for collection, but where payment is made directly to the City.
- The City expects the Contractor to assess and recover all collection-related costs from the vehicle owner/debtor, to the extent permitted by law. Under no circumstances shall such collection costs be charged to the City.

G. IMPLEMENTATION AND DELIVERABLES

Proposal submissions must be able to meet all the timelines and deliverables stated below:

1. Project Control Plan

The Contractor shall submit a project control plan within ten (10) business days of execution of the contract. The plan shall consist of the following:

a. Work Breakdown Structure: A hierarchical chart showing the top-down relationship of all tasks and activities.
b. Summary Project Control Chart: A chart showing all tasks, the critical path and all task dependencies.
c. Milestone Chart: A list of milestones with completion dates.
d. Work Plan: An organized list of specific tasks, including responsibility for each task, level of effort in terms of people hours, and beginning and ending dates. Should include installation, testing, and acceptance plans and dates.
e. Training Plan: Include proposed course outlines. This plan must also address anticipated City resource needs. It is desirable for the Contractor to provide the City with a copy of the work plan in Microsoft Project format.

2. System Documentation

The Contractor shall submit a Functional Requirements Document to the City for approval no later than ten (10) business days following contract award:

a. Statement of the constraints within which the System shall function.
b. Description of the process by which the requirements will be satisfied, including:
    1) Overall system narrative
    2) System flow chart
    3) Data flow diagram which depicts the interactions of system functions
c. Flow chart that depicts the interactions between Contractor, City, and Citizen.
d. Inventory of System Inputs
e. Inventory of expected outputs from the system (listing, reports, notification, displays, etc.)
f. Description of the conversion plans and how the system will interact with existing processes and procedures.
g. Description of the overall security measures to be used by the system, both technological and physical.
h. Test plan that will meet the acceptance requirements set forth within.

3. System Implementation Planning

The Contractor shall provide the following documents no later than ten (10) business days after contract award:

a. Implementation Plan: Describes the major activities required for implementation of the hosted solution from conversion through ongoing operations.
b. Work Plan: The Work Plan shall describe each milestone and document to be produced during the course of implementation, conversion, testing and training. Include a schedule for training, instructional materials to be provided by the Contractor, documentation, and a listing of all other equipment needed to implement training.

4. System Implementation:

The Contractor shall:

a. Conduct site surveys and prepare sites as necessary for coordinating citation processing with Contractor.
b. Install the necessary hardware and software at the City sites and initialize the system.
c. Perform necessary tests on the installed system components to ensure system is functional.
d. Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.
e. Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its personal use.
f. Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.
g. Convert data from the current system.
h. Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.
i. Provide a reporting tool to aid in monitoring system performance.
j. Respond immediately to reports from the City of system failure and take immediate corrective action.

5. Initial System Testing:

The initial system test will be used to verify that the system is operating within the City's Requirements as described in this RFP. The Contractor shall submit a system wide test plan detailing the transactions, conditions, and desired results to the City for approval no later than ten (10) business days after contract award.

The Contractor shall conduct the approved test plan and provide the results to the City for approval prior to the City putting the System into live production.

The Contractor shall make all adjustments and modifications to the System to conform to the City's requirements at its own cost and expense.

The test schedules shall be at mutually agreed dates and times between the City and the Contractor.

6. System Reliability Testing:

The system reliability test will be used to verify that the system is operating within the time parameters and performance levels as described in this RFP. The System Reliability Test period shall begin no later than two (2) business days after the System is ready for City use, and all required data is on the System.

The test shall be considered successful when the System has been operating for a period of fourteen (14) calendar days, during which no less than ninety-nine (99%) of the System has been functioning at an acceptable level of performance.

7. Acceptance Testing:

A detailed acceptance testing plan of the entire issuing, processing and collection system proposed shall be provided by each Proposer in their response to this RFP for approval by the City. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within the RFP. On approval by City, the acceptance testing plan shall become the basis for acceptance of the functional performance of the systems in the contract for services and may be used as a performance indicator for payment purposes. In the event the City requires a modification to the acceptance testing plan during the contract term but before final approval, the Selected Proposer shall respond to the City's Request for the change within seven (7) calendar days.

H. SUPPORT AND MAINTENANCE

After system acceptance and warranty expiration, the Contractor shall provide a single point of contact support and maintenance for all software and hardware proposed and implemented in this project. The point of contact support must be a U.S-based help desk. Various City personnel may be available to fulfill limited administrative functions, but their responsibilities will be limited to routine maintenance as mutually agreed by the Contractor and the City. We assume this would include functions such as adding users, code table maintenance, adding agency units, etc.

Contractor must include pricing for support/maintenance on a 24 X 7 X 365 basis inclusive of remote diagnostics and all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times.

I. OPERATIONS

1. Unexpected System Downtime:

The Contractor shall promptly notify designated City staff of all unscheduled downtime as soon as feasible. This notification shall include the cause, expected duration, and remedial measures being taken by the Contractor to restore access to the system. The City will provide and periodically update the contact information for designated staff which the Contractor will be expected to follow.

2. Scheduled System Downtime:

The Contractor shall notify designated City Staff of all scheduled downtime at least one (1) business day in advance of the proposed downtime. System maintenance should be performed at such times and in such a manner so as to minimally impact users. System maintenance includes, but is not limited to performing routine updates of tables, lists, file reorganizations, software upgrades, and equipment maintenance.

3. System Integrity:

The Contractor shall:

- Maintain operational integrity of the system and report all changes that would impact the City's ability to use the system.
- Maintain staff with the required expertise to identify and respond immediately to any problems affecting the system. Immediate response must be available between hours of 7:00 am and 5:00 pm Pacific Time, Monday through Friday.

- Maintain staff with the required expertise to provide customer service to City employees with questions or issues with the system between the hours of 7:00am and 9:00pm Pacific Time, Monday through Saturday. Response times during these timeframes should be less than two (2) hours.
- Maintain adequate inventory of notices to prevent shortages.
- Repair or replace all system components that fail to perform as specified.
- Make daily deposits of payments in City's bank account.
- Implement changes and redesign notices, letters, and other reports or documents as directed by designated City staff.
- Maintain customer support center to process telephone calls and correspondence. Contractor should provide metrics concerning anticipated correspondence and telephone completion rates and anticipated response time.

4. Database Access and Information Retrieval

The City requires connection through the Internet to the hosted citation database(s) from several locations designated by the City for City employees and the public.

- System Operational Use Time
  - The System shall be operational for City employee use during the hours of 6:00 am to 11:00 pm Pacific Time, Monday through Saturday. The system shall be available no less than ninety-nine percent (99%) of the specified hours.
  - The System shall also be available to the public during all hours where maintenance is not being performed on the System.
- Response Time
  - System response time as seen by the user shall not exceed three (3) seconds for 95% of actions performed.
- Back up and Reconstruction
  - System shall be completely redundant and possess the capability to restore all files to their original state prior to an outage.
  - Contractor must maintain back up files and perform device fallback and recovery procedures.
  - Back up and reconstruction procedures shall ensure the System is not down for more than one hour at any given time.
  - Contractor must provide for the complete backup of all software, hardware, communications, and other equipment.

- Contractor must have a disaster recovery plan that has been formulated for the proposed solution.

- Data/Records Retention
  - Archive or Purge citation data on an agreed upon schedule or as directed by City Staff. Archived data should remain accessible to online inquiry and retrieval as needed.
  - Contractor must provide method for access for archived data. Disaster and recovery plans must be provided for this data as well.
  - Provide electronic images of citations issued on demand.
  - Transfer data in format determined by City Staff as needed.
  - Retain all payment documentation for 7 years.
  - Provide all citation data and related records to the City at the end of the contract in a format determined by City Staff.
- Data Limits
  - Describe any limits placed on customers and all cost associated with the storage of data.
- Parallel System
  - The production system shall be supported by a test system which shall be used to test modifications and enhancements prior to implementation in the production system. The test system shall have the same availability and functionality of the production system. The test system shall be independent of the production system and shall not interfere with the daily operation of production system.

5. Security

The system shall possess the following security features:

- Security features to limit system access to authorized staff.
- Password protected user ids.
- Auto logoff of inactive users.
- Grant access to specific system functions to a user and/or a user-group basis. The following user groups must be created:
  - View Only
  - Custom Access
  - Ability to assign a specific set of permission to individuals
  - Online Access
  - Public accessible to view and pay citations online.
  - Security Administrator
  - System Administrator
- Security and encryption features to protect the integrity and unauthorized viewing of data.

- Security and encryption features to protect online payment transactions.
- Audit trails which account for all activities taking place within the system from citation issuance through final resolution and eventual archiving.
- Establish and maintain internal control procedures to reduce the opportunity for employees to damage, alter, or compromise data.
- This project may require the Proposer to store the City's data in Proposer's certified data center[s] which are external to the City's premises. The City's data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the data could seriously harm the City and possibly to third parties. Contractor acknowledges that, in entering into this Agreement, the City is relying upon Proposer's representations in its System Security Plan [that will be attached to the Agreement as an Exhibit] that the integrity of the security, availability, and processing of the system it will use to process the Data protects and preserves the confidentiality and privacy of the Data. Proposer further warrants that its system has been accredited under industry recognized standards including, but not limited to, SOC 2. A copy of Proposer's certification letter or other evidence of compliance; e.g., first page of most recent audit confirming SOC 2 compliance, will be submitted along with its Proposal and will be attached to the Agreement as an Exhibit and made a material term of the Agreement. Proposer will be required to agree to fully indemnify and defend City against any claims that result from Contractor's breach of its representations and warranty as described above.

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.

2. The City Council reserves the right to reject any and all bids.

3. Local and Small Local Business Enterprise Program (L/SLBE)

   In general, there is a 50% local business participation requirement on all construction contracts at or over $100,000; all professional services contracts at or over $50,000; and all purchases of commodities, goods and

associated services at or over $50,000. This participation must be met with a minimum participation of 25% for Local Business Enterprises (LBE)/Local Not for Profit Business Enterprise (L/NFPBE) and 25% for Small Local Business Enterprises (SLBE)/Small Local Not for Profit Business Enterprise (S/LNFPBE). SLBE and SLNFPBE may meet the full 50% requirement. Where Very Small Local Business Enterprises (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement. The participation requirements may be adjusted if there are not at least three L/SLBEs in a major category of work.

The participation requirement for this scope of work **has been adjusted to 0%.**

The City's current L/SLBE Program guidelines may be accessed at the City of Oakland website: https://www.oaklandca.gov/departments/workplace-employment-standards

4. The City's Living Wage Ordinance

   The selected proposer will be required to agree to comply fully with and be bound by the Living Wage Ordinance as set forth by the Oakland Municipal Code (OMC), Chapter 2.28. Generally, the ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers contracted to provide services amounting to or exceeding $25,000, shall provide nothing less than a prescribed minimum level of compensation (a living wage), as well as the provision of at least twelve (12) days off per year for sick leave.

   If applicable, the selected proposer must agree to comply with the requirements and agree that it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of a Declaration of Compliance with the Living Wage Ordinance (Schedule N).

   Oakland employers are also subject to the City of Oakland Minimum Wage law (Oakland Municipal Code section 5.92) and must pay employee wages and provide benefits consistent with the Minimum Wage law, Oakland Living Wage Ordinance, whichever are greater.

5. Minimum Wage Ordinance

   Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service

charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website: https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges

6. Equal Benefits Ordinance

The selected Proposer will be subject to the Equal Benefits Ordinance (OMC Chapter 2.32) and its implementing regulations if it receives $25,000 or more for public works or improvements to be performed or for goods or services to be purchased or grants to be provided at the expense of the city or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city, unless specific exemptions apply or a waiver is granted. The Equal Benefits Ordinance prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of selected Proposer's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements shall not apply to subcontracts or subgrantees of the selected Proposer.

If applicable, the selected Bidder/Contractor must agree to comply with the requirements of OMC Chapter 2.32, and agree it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of Schedule N-1.

7. Prompt Payment Ordinance OMC Section 2.06.070

This Ordinance requires that the selected Bidder/Contractor and its subcontractors pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices, unless specific exemptions apply, or unless the contractor or its subcontractors notify the City's Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the contractor

or its subcontractor and claimant. In this case the contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. The contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If the contractor or its subcontractor fails or refuses to deposit security, the Liaison will withhold an amount sufficient to cover the claim from the next contractor progress payment. Upon a determination that an undisputed invoice or payment is late, the Liaison will release security deposits or withholds directly to claimants for valid claims.

The contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. The contractor and its subcontractors shall be required to pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, the contractor and its subcontractors are required to file notice with the City of the release of retention and payment of mobilization fees within five (5) business days of such payment or release; and, the contractor and its subcontractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

The contractor and its subcontractors shall include the same or similar provisions as those set forth above in any contract with a subcontractor that delivers goods and/or services in connection with a City of Oakland contract. Invoice and claim inquiries should be directed to DWES@Oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor’s sub-contractors, if any, shall not discriminate

against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.

d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.

f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.

g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.

i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Department of Purchasing, if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border

Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology or* services with any *"BORDER WALL ENTITY"* individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud- based technology or services, to the construction a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S,

12. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose

and has disclosed, any and all pending disputes to the City prior to the execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

13. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

14. Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

15. SCOPE, OWNERSHIP AND USE OF CITY DATA

a. Scope of City Data

City data ["Data"] shall consist of any and all data disclosed or provided by the City to Contractor, or collected, developed or generated by Contractor, whether pursuant or incidental to the purposes of the Agreement

b. Ownership

All Data, shall be the exclusive property of and all ownership rights therein shall vest in the City. To the extent necessary, Contractor hereby assigns to the City any and all rights which arise out of, are developed in connection with, or are the results of the services Contractor provides under the Agreement. This provision shall not apply to Data defined as Exceptions under Section 123 (c) ["Proprietary or Confidential Information"].

c. Use of City Data

Contractor avers and covenants to not use City Data for any purpose whatsoever other than to fulfill its obligations to City under the Agreement. Contractor shall fully indemnify City for any claims against City resulting from Contractor's use of City Data in violation of this provision.

16. SECURITY OF CITY DATA

a. City Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the Data could seriously harm City and possibly third parties. Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its representations in its System Security Plan [Exhibit 2] that the integrity of the security, availability and processing of its System protects and preserves the confidentiality and privacy of the Data. Further, Contractor represents that, at all times, its System will maintain and ensure that the Data remains secure and does not through any of Contractor's actions or lack of thereof become vulnerable to unauthorized access by third parties. Contractor further warrants that its System has been accredited under currently recognized industry recognized standards.

b. Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City Data that occur by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor, and to fully indemnify City for any claims against City resulting from corruption of City Data and other injuries ensuing from, but not limited to, the herein forestated events.

17. INDEPENDENT CONTRACTOR

Rights and Responsibilities. City shall have no authority over or responsibility for employees and subcontractors of Contractor. It is expressly agreed that, in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has complete and sole discretion for the manner in which the Work and Services under this Agreement is performed. Contractor will determine the method, details and means of performing the Services described in the SOW.

Contractor acknowledges and agrees that (i) Contractor's employees and subcontractors are under Contractor's sole supervision, direction and full control. of Contractor; and, (ii) that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

Non-Exclusive Relationship Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

Cooperation of the City The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Extra Work Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

18. Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

19. Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile

Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Finance Department, 150 Frank H. Ogawa Plaza, Suite 6213, Oakland, CA 94612.

20. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

21. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

22. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the

Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state, and local laws, statutes, ordinances, rules, and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to the execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

23. All responses to the RFP become the property of the City.

24. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

25. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.

26. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams

27. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

28. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

29. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov with the heading of "RFP Assistance" or refer to the iSupplier userguide at https://www.youtube.com/watch?v=DMLb2hFLd0Y

All proposals must include the project name, submittal date, and time the proposals are due on the documents.

Proposers to this Request for Proposals ("RFP") must submit, at minimum, a proposal to provide either the Software Solution or the Hardware Solution to be considered eligible for award. In addition to providing a proposal for the Software Solution or the Hardware Solution, Proposers may submit proposals for any combination of the Software Solution, Hardware Solution, and Special Service(s). Examples include, but are not limited to, software and hardware, software only, hardware only; software and special service(s); hardware and special service(s) or team-up with other proposer(s) to propose an Integrated Solution, which combines software, hardware and special services.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

   a. **For the transmittal letter, only. Addressed to Elizabeth Lake, Interim City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612. (Please do not submit proposals to this address or forward proposals to this address.)**

b. Signed by an officer of the consultant. In case of a joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

c. Include a transmittal letter identifying the Proposer's firm and include the number of years of experience providing the Solution(s) as required under Minimum Qualifications. Also include other important general information that is deemed significant enough to be highlighted. The letter should provide the name, title, address, telephone number, email address of the individual authorized to contractually bind the firm and be signed by the authorized individual.

2. Project Team

a. In response to this RFP, the prime contractor shall be a qualified consulting firm. For LBEs/SLBEs, submit a copy of the current business license and date established in Oakland.

b. Sub-Consultants (if used): list addresses, telephone numbers, and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE), and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of the current business license and date established in Oakland.

3. Project Personnel

a. Prime(s): Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience.

b. Sub- Consultants: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California.

4. Relevant Experience

a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes. Proposer(s) must have at least five years of experience in the implementation of the Solution(s).

The years of experience must be demonstrated in the Cover Letter detailing company's experience and years providing the Solution(s) and qualifications.

b. Previous experience in reliably managing citations volumes, data storage and reporting/analysis capability for the Parking Enforcement operation of at least 90 Parking Control Technicians and at least 330,000 annual citations.

c. Submit five different customer site implementation references where the same or similar Solution(s) to your proposal has been installed and implemented.

d. If the team has worked together collaboratively, please include a description of this work.

e. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

5. Project Approach and Organization

   a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.

   b. Describe how you intend to interface with City staff and the community.

6. References

   a. Prime Consultant(s): Three business related references, giving name, company, address, telephone number and business relationship.

   b. Proposed Project Manager(s): Two business related references, giving name, company, address, telephone number and business relationship to project manager.

7. Billing Rates

   a. Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

b. Shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Project Solution

a. This should give an introduction, overview and detailed description of the Proposer's solution(s), management plan, list of general objectives, develop a work plan breaking the project into specific tasks or work elements clearly associated with the scope of services in this RFP, and explain the methodology to be used to complete each task.

b. The project description should include a structured, documented implementation, testing, acceptance, and training process, including but not limited to an Implementation Plan, Work Breakdown Structure Summary, Project Control Chart, Milestone Chart, Work Plan and Training Plan as outlined in the Scope of Services and Attachment E: Technical Specifications Compliance Matrix. The Contractor should describe in detail the methodology and staff employed to ensure that the schedule is met. It should be clear what work will be performed by the Proposer and what will be performed by each of the subcontractors, if applicable. All responses must be complete and unequivocal.

c. The project description should provide a description of real-time, on-going, guaranteed application software technical support, which should include providing analysis, suggesting improvements, performing problem resolution, and monitoring operations. Please provide a copy of the Service Level Agreement (SLA) with the proposal response.

d. The Proposal should also include a direct and detailed response to each item outlined in the Scope of Services and Attachment E, Technical Specifications Compliance Matrix. Where appropriate, provide supporting documentation such as screen shots, sample reports and user documents in order to demonstrate how the specification is addressed.

e. Please give an overview of your consulting services offerings, consulting services team and methodology.

f. Describe your method to collect, prioritize, and deliver user enhancement requests.

9. Deliverables

a. Deliverables are defined as material tasks or phase products, such as reports resulted from fit/gap analysis, data flowchart, configuration tables, interface documentation, etc. Proposer shall include a list of all proposed deliverables to be used as the basis for payments.

10. Project Schedules

a. The Proposal shall provide a schedule that the Proposer believes is most appropriate to complete the scope of services for this project. This schedule section shall contain a general Microsoft Office Project Gantt chart (or other similar project planning tool) for each of the tasks identified by the Proposer tagged to the major deliverables set forth by this RFP. The schedule for each task and timing of each deliverable should be based upon the number of calendar days or weeks needed to complete the project.

11. Cost Proposal

a. While the City recognizes that Proposers provide costs in varying formats, compliance with the enclosed Attachment D: Cost Proposal is required to facilitate equitable comparisons. Please add additional pages or footnotes if needed.

b. If alternative or other cost proposals/incentives are offered, please propose them separately. The Cost Proposal is still required in addition to the alternative proposals.

c. Note: It is preferred if the Cost Proposal is kept separate from the main proposal within the City's procurement portal and clearly identified as the Cost Proposal.

12. Technical Response

a. Resources Plan: Describe your firm's ability to provide staff to meet the requirements of this RFP. Please include number of staff. If subcontractors will be utilized, please explain when and for what purpose.

b. Describe how you will meet the requirements outlined in the Scope of Services. Indicating if any requirement will necessitate modifications to the proposed Solution(s).

c. Review the Technical Specifications Compliance Matrix in Attachment E and indicate corresponding answer for each requirement, providing comments where necessary to clarify your

response or describe any required modifications to the proposed Solution(s).

d. After a notice to proceed is issued, what is the time frame needed for your firm to begin performing services?

13. Submittals are validated using the following RFP Checklist.

a. Schedules (Required with submission)

1. **Schedule E - Project Consultant Team**
2. **Schedule I – Sanctuary City Contracting and Investment Ordinance**
3. **Schedule O - Campaign Contribution Limits**
4. **Schedule W – Border Wall Prohibition**
5. **Schedule N – Living Wage – Declaration of Compliance**

14. Other schedules must be submitted prior to full contract execution and are available at Professional Services Agreement Forms | City of Oakland, CA

15. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.

16. Proprietary Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".

17. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.

E. EVALUATION OF PROPOSALS – SUBJECT TO CHANGE

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals:

1) Technical Proposal – 70 Maximum Points

a) Relevant Experience……...25 points

- Past, recently completed, or on-going local government projects to substantiate experience.
- Experience on at least three (3) projects providing services like those described in this RFP.
- Experience in the implementation of the Solution(s)
- Prior experience and ability to work with City staff, community groups, and other stakeholders.

b) Qualifications…….15 points

- Professional background and qualifications of team members and firms comprising the team.

c) Organization……...10 points

- Current workload, available staff and resources.
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Cost control procedures in design and construction.
- Ability to perform numerous projects at the same time.

d) Approach……20 points

- Understanding of the nature and extent of the services required.

- A specific outline of how the work will be performed.
- Awareness of potential problems and providing possible solutions.
- Special resources the team offers that are relevant to the successful completion of the project.

2) Cost/Fee Proposal – 30 Maximum Points

3) L/SLBE Certified Business Participation – 7.5 Maximum Points

F. INTERVIEWS OF SHORT-LISTED FIRMS – 100 Maximum Points (OPTIONAL)

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

1) It is anticipated that approximately three teams will be invited to interview. The selected teams will be notified in writing and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
2) The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services like those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them.
3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:

    a) Presentation
        - Relevant Experience
        - Qualifications
        - Organization
        - Approach
        - Other Factors
    b) Interview / Questions

    Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms. Only those proposers meeting the relevant experience will be invited for interviews.

4) The City anticipates the **tentative schedule** of events to be as follows:

▪ Distribution of RFP	November 20, 2026
▪ Submission of RFP	January 8, 2027
▪ Evaluation of Rankings	January 2027
▪ Notification of Interviews	January – February 2027
▪ Interviews	January – February 2027
▪ Contract Negotiations	February 2027
▪ Contract Documentation Distribution	February 2027
▪ Contract Award	February - March 2027

G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.

2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.

3. The City will withhold the final **10%** of contract amount pending successful completion of work.

4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.

5. A sample City standard Information Technology (IT) professional services agreement is included in the RFP as referenced as Attachment A "Sample Agreement". The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.

6. Upon award the City will issue a Notice to proceed.

7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFP

ATTACHMENT A

SAMPLE AGREEMENT

TO PROVIDE INFORMATION TECHNOLOGY

PRODUCTS AND RELATED SERVICES

BETWEEN

THE CITY OF OAKLAND

AND

CONTRACTOR'S FULL LEGAL NAME

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CONTRACTOR'S STATEMENT OF OWNERSHIP OF INTELLECTUAL PROPERTY

This agreement to provide Information Technology Products and Related Services ("Agreement") is made by and between the CITY OF OAKLAND ("City"), a municipal corporation, located at One Frank H. Ogawa Plaza, Oakland, California 94612, and [INSERT CONTRACTOR's FULL LEGAL NAME], a __[INSERT TYPE OF ORGANIZATION, E.G., CORPORATION, AND JURISDICTION WHERE ORGANIZED] [CA SECRETARY OF STATE REGISTRATION No. xxxxxxxx] located at [INSERT ADDRESS] ("Contractor") is entered into as of the date when fully executed below ("Effective Date") and who agree as follows:

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. **WHEREAS**, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services where, as here, the mandates of Oakland City Charter Section 902(e) have been met; and

B. **WHEREAS**, Contractor provides [INSERT brief description of services and/or products, if applicable, that Contractor will provide] ("Services") and

C. **WHEREAS**, City wishes to acquire Contractor's Services by the terms specifically set forth in this Agreement; and

D. **WHEREAS**, the following Exhibits and Schedules are attached to and incorporated by this reference into this Agreement:

Exhibit 1	City's Contracts and Compliance Provisions
Exhibit 2	Statement of Work
Exhibit 3	Contractor's Cybersecurity Questionnaire
Exhibit 4	City's Schedules
Exhibit 5	Contractor's Statement of Ownership of Intellectual Property

NOW THEREFORE, CITY AND CONTRACTOR COVENANT AND AGREE AS FOLLOWS:

1.STATEMENT OF WORK

Contactor avers and covenants to provide the Services set forth in Exhibit 2 the Statement of Work ("SOW").

2. COMPENSATION AND PAYMENT

City will pay Contractor for its Services the firm, fixed price set forth in the SOW which shall, in no event, exceed [**INSERT $ AMOUNT**]. Contractor shall invoice City for its Services as set forth in the SOW. City will pay Contractor's invoice within thirty (30) days of City's receipt of Contractor's invoice. All such payments from the City shall be in immediately available funds and in U.S. dollars.

3. INITIAL TERM

The Agreement shall begin upon its Effective Date and end on [INSERT DATE] unless extended by an amendment pursuant to Section 105 ("Amendments") or earlier terminated pursuant to Section 11 ("Termination") herein.

4. SCOPE, OWNERSHIP, USE AND DISTRIBUTION OR SHARING OF CITY DATA

a. Scope of City Data

With the exception of that information which is publicly known or available as set forth in Section 122 (c) of the Agreement ("Proprietary or Confidential Information"), City data ("Data") shall consist of any and all data disclosed or provided by the City to Contractor, any and all data resulting from Contractor providing its Services to City under this Agreement, whether pursuant or incidental to the purposes of the Agreement, whether or not delivered to the City including, but not limited to, all data, files, documentation, information, communications, media, whether intangible or tangible, whether provided directly or indirectly by Contractor to provide its Services, together with any and all results of Contractor's providing of its Services, including all data Contractor accesses, collects, modifies, develops as work product, or otherwise generates.

b. Ownership

All Data, including, but not limited to, the Data created and residing on Contractor's Service Platform, shall be the exclusive property of and all ownership rights therein shall vest in the City. To the extent necessary, Contractor hereby assigns to the City any and all rights which arise out of, are developed in connection with, or are the results of the services Contractor provides under the Agreement. This provision shall not apply to Data defined as Exceptions under Section 122 (c) ("Proprietary or Confidential Information").

c. Use of City Data

Contractor avers and covenants to not use City Data for any purpose whatsoever other than to fulfill its obligations to City under the Agreement. Impermissible use includes, but is not limited to, in any way, sharing or distributing the Data developed during or resulting from the provision of its Services hereunder other than as expressly provided in Section 4(d) hereunder.

Contractor shall fully indemnify City for any claims against City resulting from Contractor's use of City Data in violation of this provision.

d. Distribution or Sharing of City Data

Notwithstanding any other law or provision of this Agreement, Contractor shall, during its provision of Services to City as called for hereunder, take all steps necessary to assure that all Data resulting from its Services is kept confidential and disclosed: (1) only to Contractor's personnel, agents or subcontractors with an absolute need to have access to the Data, who have executed a Confidentiality Agreement with Contractor sufficient to enable Contractor to comply with the requirements of this Section 4, with Contractor remaining liable for any breach of this Section 4 by its personnel, agents or subcontractors; and (2) to the City Project Manager for such dissemination as the City Project Manager, in its sole discretion, determines should be made; or (3) as required by law.

Contractor shall fully indemnify City for any claims against City resulting from Contractor's distribution or sharing of the Data in violation of this provision.

5. SECURITY OF CITY DATA

a. City Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the City Data could seriously harm City and possibly third parties. Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its representations in its System Security per Contractor's responses to the Cybersecurity Questionnaire (Exhibit 3-Vendor Cybersecurity Questionnaire) that the integrity of the security, availability and processing of its System protects and preserves the confidentiality and privacy of the City Data.

Further, Contractor warrants that, at all times, Contractor will use industry-standard management practices, technologies and security to protect the integrity, safety and security of City Data in both physical and electronic form and that its System will maintain and ensure that the City Data remains secure and does not through any of Contractor's actions or lack of thereof become vulnerable to unauthorized access by third parties.

b. Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City Data that occur by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor, and to fully indemnify City for any claims against City resulting from corruption of City Data and other injuries ensuing from, but not limited to, the herein forestated events.

6. DATA INCIDENT

a. Contractor shall implement and maintain a program for managing unauthorized disclosures of access to, or use of City Data however they may occur ("Data Incident").

In case of a Data Incident, or if Contractor knows or reasonably suspects a Data Incident has occurred, Contractor shall:

(i) Promptly, and in any case in a manner to ensure notice within 24 hours, notify City's Director of Information Technology/Chief Information Office and Chief Security Officer, or their designees of the Data Incident or suspected Data Incident;

(ii) Cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to City in notifying injured third parties; and

(iii) Otherwise comply with applicable laws governing data breach notification and response.

b. In case of a Data Incident or reasonably suspected Data Incident, Contractor shall, upon request by City:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Data Incident or reasonably suspected Data Incident;

(ii) use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Data Incident or reasonably suspected Data Incident;

(iii) collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Incident or reasonably suspected Data Incident, which shall meet reasonable expectations of forensic admissibility; and

(iv) document the incident response and remedial actions taken in detail, which shall meet reasonable expectations of forensic admissibility.

c. In addition, if the Data Incident results from Contractor's breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Contractor shall:

(i) Indemnify City for any reasonable expense related to notification of consumers;

(ii) Provide 2 years of credit monitoring service to any affected individual.

(iii) Contractor shall give City prompt access to such records related to a Data Incident as City may reasonably request. City will treat such records as Contractor's Confidential Information pursuant to Section 122 below ("Proprietary or Confidential Information"). Contractor is not required to give City access to records that might compromise the security of Contractor's other customers.

d. City will coordinate with Contractor on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident.

7. CONTRACTOR WARRANTIES

Contractor represents and warrants that:

(a) it has the requisite experience, certifications, skills, and qualifications necessary to perform the Services:

(i) in a timely, competent, and professional manner, without the advice or direction of the City.

(ii) in accord with the highest standards for the profession, industry, specialization and practice of information technology including, without limitation, for those persons that are engaged in providing services of a like nature and complexity such as and including, without limitation, of: (a) technical design services to facilitate the use of information technology by cities and enterprises and end users, or (b) specialized technology-oriented solutions by combining the processes and functions of software, hardware, networks, telecommunications and electronics, or (c) cloud-based and internet systems and services such as Software as a Service ("SaaS"), or (d) system security and privacy advice and services; and

(iii) in accordance with applicable governmental requirements, statutes, regulations, rules, and ordinances including, without limitation, applicable system security and data privacy laws and regulations ("Law").

(b) it is able to fulfill the requirements of this Agreement and that failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement.

(c) it owns or has the unencumbered Intellectual Property Rights to provide the Services to City

(d) it owns or has the unencumbered rights to license and/or assign to the City, as provided in this Agreement, all results of its Services to the City hereunder.

(e) the Services (i) will be free from defects in design, workmanship, and materials, delivered to City hereunder; (ii) will conform in all material respects to the Specifications.

(f) it will use all reasonable efforts, including appropriate testing, to ensure that the Services do not contain viruses, contaminants, or other harmful code that may harm the City systems or City software.

(g) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATION, ACKNOWLEDGEMENT, CONDITION OR WARRANTY OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS, IMPLIED OR OTHER WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING ANY SERVICES, DELIVERABLE OR ANY OTHER PRODUCT DELIVERED TO THE CITY UNDER THIS AGREEMENT.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

See Exhibit 5 Contractor's Statement of Ownership of Intellectual Property

9. LIMITATION ON LIABILITY

(a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted shall not, in the aggregate, exceed the greater of **three [3]** times the total amount of the Agreement or the limits of Contractor's IT Professional/Cyber Liability Insurance coverage per Schedule Q ("City's Insurance Requirements").

(b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits and lost business opportunities) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

(c) This Limitation On Liability shall not apply to damages arising from Contractor's Indemnification obligations as set forth in this Agreement including, but not limited to, Contractor's breach of its duties and obligations under Sections 4, 5, 6. 13, 103, and 122 of this Agreement, nor due to fraud, bad faith, intellectual property infringement, bodily injury, death, intentional and willful misconduct or grossly negligent acts.

10. BANKRUPTCY

All rights and licenses granted to the City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that the City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U.S. Bankruptcy Code,-the City shall be entitled to a complete duplicate of any such intellectual property, including the source code for Contractor's licensed software and software it has used to provide City its Service hereunder regardless of whether Contractor has placed the source code in escrow, along with all embodiments of such intellectual property, to which the City would otherwise be entitled under this Agreement, and the same, if not already in the City's possession, shall be promptly delivered to the City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by the City, unless Contractor elects to continue to perform all of its

obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by the City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U.S. Bankruptcy Code referenced above are determined not to apply, the City shall nevertheless be entitled to no less than the protection offered by the provisions of the U.S. Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which the City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

11. TERMINATION

(a) Termination for Breach. If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, subject to the Limitation on Liability (Section 9), recover the pro rata portion of any prepaid but unused fees and all direct damages it incurs as a result of Contractor's breach.

(b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach.

(c) Termination for Convenience by City. City may terminate this Agreement for any reason at any time upon not less than sixty (60) days' prior written notice to Contractor. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor for all Deliverables or Services it has Accepted but not yet paid Contractor.

(d) Transition Services after termination. In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

12. NOTICES

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via email and with certified mail or overnight delivery service that ensures delivery within 2 days, addressed to recipient as follows:

(City of Oakland)	Name of Contractor
Agency/Department	Address
Address	City State Zip
Oakland, CA	Attn: Project Manager
Attn: Project Manager	Email:
Email:	

Any party to this Agreement may change the name or address of representatives for the purpose of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

13. INDEPENDENT CONTRACTOR

(a) Rights and Responsibilities. City shall have no authority over or responsibility for employees and subcontractors of Contractor. It is expressly agreed that, in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has complete and sole discretion for the manner in which the Work and Services under this Agreement is performed. Contractor will determine the method, details and means of performing the Services described in the SOW.

(b) Contractor acknowledges and agrees that (i) Contractor's employees and subcontractors are under Contractor's sole supervision, direction, and full control. of Contractor, and (ii) that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.

(c) Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest, or damages suffered by the City resulting from Contractor's failure to comply with this provision.

(d) Non-Exclusive Relationship Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

(e) Cooperation of the City The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

(f) Extra Work Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

14. AUTHORITY

Each individual executing this Agreement or any Purchase Order or Amendment, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, or Amendment on behalf of the named party such individual purports to bind.

15. SURVIVAL

All provisions of this Agreement, including its Exhibits, which by their terms should survive, shall survive the expiration or termination of this Agreement.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

SO AGREED:

City of Oakland,

Contractor:

[INSERT CONTRACTOR'S COMPLETE LEGAL NAME IN ALL CAPS], a [INSERT TYPE OF ORGANIZATION, E.G., CORPORATION AND JURISDICTION WHERE ORGANIZED] [INSERT CA SECRETARY OF STATE REGISTRATION NUMBER]

_____
(City Administrator's Office) (Date)

_____
(Signature) (Date)

Approved for forwarding:

_____
Print Name

_____
(Department Head Signature) (Date)

_____
Title

Approved as to form and legality:

_____
Business Tax Certificate No.

_____
(City Attorney's Office Signature) (Date)

_____
Resolution No.

EXHIBIT 1

CITY'S CONTRACTS AND COMPLIANCE PROVISIONS

101. Priority of Documents

In the event of conflicting provisions as between the following documents, except as otherwise expressly stated, the provisions shall govern in the following order: the Amendments to this Agreement, in reverse chronological order of adoption, this Agreement and its Exhibits. The Exhibits shall govern in numerical order as set out in this Agreement.

102. Conditions Precedent

(a) Contractor must provide City with the following before the Agreement will become effective:

(1) A copy of Contractor's City of Oakland Business Tax License which must be kept current for the duration of the Agreement and shall be attached to this Agreement as part of the Contracts and Compliance Provisions (Exhibit 1).

(2) A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 4.

(b) Contractor and City must complete, agree upon and execute a Statement of Work before the Agreement will become effective and which shall be attached to this Agreement and incorporated herein by this reference.

103. Access/Security of City Information Technology Systems

If Contractor's services hereunder require that Contractor access City's Information Technology Systems ("City Systems"), Contractor shall not proceed with that City Systems work until Contractor first contacts and obtains prior written authorization from the City's Director of Office of Information Technology, or his or her designee. The authorization shall be appended to the Agreement's Statement of Work.

When accessing City's Systems, Contractor warrants and covenants that:

(1) it will provide all information, reports, and data that fully informs the City with respect to any work Contractor performs, software deliverables, or products that Contractor provides or works on which alter or affect the City Systems, including without limitation, any source code, configurations and credentials necessary to access City Systems or make any such work, software, deliverables or products usable by the City.

(2) the City Systems with which Contractor interfaces or to which Contractor has access, are protected from unauthorized access, disclosure, alteration or destruction to City Systems and will not through any of Contractor's actions or lack of action thereof, including, but not limited to, those of its subcontractors or agents ("Agents"), become vulnerable to security breach or ransomware attack ("Unauthorized Access").

(3) It shall fully indemnify the City, its Councilmembers, officers, partners, agents ("Indemnitees") (i) against any damages to City and its Indemnitees which result from Unauthorized Access to City Systems; and (ii) against claims brought by third parties (including, but not limited to, contractors, retirees, current and former employees) whose personally identifiable information or sensitive personal information is disclosed due to Unauthorized Access to City Systems resulting from Contractor's Work.

(4) In addition to its obligation to Indemnification obligations as set forth above, if an Unauthorized Access to City Systems occurs which is attributable to Contractor's work hereunder, or breach of this Agreement or negligent or unauthorized act or omission including, without limitation, those of its subcontractors or other agents, Contractor shall treat the event as a Data Incident under Section 6 of this Agreement and take the steps set forth therein.

Further, Contractor agrees to maintain cybersecurity insurance which shall expressly be for the forestated Unauthorized Access and Events and shall be sufficient to fulfill its indemnification obligations hereunder.

Contractor shall also incorporate this provision in its entirety in any agreement with its subcontractors, or agents who perform work for Contractor on City Systems.

104. <u>Acceptance</u>

If the terms and conditions of the Agreement so require, the Parties agree that:

(a) When Contractor completes each Authorized Deliverable, the City shall have five (5) Business Days, or such longer period of time as the Parties may agree upon from the City's receipt of the Deliverable to review and either provide its Acceptance of the Deliverable and an Acceptance Certificate or written notice of its rejection setting out in detail the reasons why such Deliverable failed to be Accepted such that the Deliverable complies with the requirements set out under this Agreement.

(b) For each Deliverable, when corrective action is required by the City's written notice of deficiencies, Contractor shall have a Corrective Action Period of five (5) Business Days, or such longer period of time as the Parties may agree upon, to correct the deficiencies City has identified as provided herein.

(c) For each Deliverable, Contractor shall be given at least two opportunities to correct the deficiencies identified by the City, unless the Parties otherwise mutually agree.

(d) If Contractor fails to remedy a deficient Deliverable after both opportunities to remedy, then such failures shall constitute a material default of this Agreement.

(e) Once the City Accepts a Deliverable City will issue Contractor an Acceptance Certificate which must accompany Contractor's invoice to City for that Deliverable.

Changes to Deliverables for which the City has provided Acceptance will be handled through an Amendment as set out at Section 105 ("Amendments") of this Agreement and Contractor will start no work on any change until the Parties have approved and executed any applicable Change Notice.

105. Amendments

Changes to the terms and conditions of the Agreement must be accomplished by a written Amendment executed by the parties' authorized representatives.

106. Indemnification

(a) General Indemnification. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities (of every kind, nature and description), claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, damages, (incidental or consequential) costs, actions or causes of action, and expenses, including reasonable attorneys' fees, (collectively referred to herein as "Actions") caused by or arising out of :

(i) Any grossly negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

(ii) Any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

(iii) Any unauthorized use or disclosure by Contractor of Confidential Information or protest of a Request For Information ("RFI") as provided in Section 122 ("Proprietary or Confidential Information") below.

(b) Proprietary Rights Indemnity. Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Services, infringe upon or violate the Intellectual Property Rights of others. If the Services will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, City, at its option, in addition to requiring Contractor to indemnify it hereunder, shall require Contractor, at Contractor's sole expense to: (1) procure for City the right to continue using the Services; or (2) replace or modify the Services so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that: (A) such replaced or modified Services will operate in all material respects in conformity with the then-current specifications for the Services; and (B) City's use of the Services is not impaired thereby. Contractor's obligations under this Agreement will continue uninterrupted with respect to the replaced or modified Services as if it were the original Services.

(c) For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub consultants, and subcontractors.

(d) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this Indemnification provision, which obligation shall arise at the time an Action is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

(e) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests. Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

(f) All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

107. Dispute Resolution

Any Party may commence said resolution efforts by giving notice, in writing, to any other Party. Such notice shall include at least a description of the Dispute and any remedial action that the Party commencing the resolution procedure asserts would resolve the Dispute. Upon receiving such notice, the Party against whom the Dispute is brought shall respond in writing within five (5) Business Days. The Parties shall then meet and confer in a good faith attempt to resolve the Dispute.

108. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

109. Publicity

Upon City's prior written approval, any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

110. Conflict of Interest

(a) Contractor

The following protections against conflict of interest will be upheld:

(1) Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

(2) Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

(3) Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

(4) Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

(5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement; and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth $2,000 or more, (b) any real property in which the official has a direct or indirect interest worth $2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than $500 in the previous 12 months, or value of the gift totaled more than $350 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

(6) Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

(7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

(c) Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

111. Validity of Contracts

The Oakland City Council must approve all Agreements greater than $250,000. This Agreement shall not be binding or of any force or effect until signed by the City Administrator or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

112. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party agrees to waive any objections to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

113. Headings

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience, only, and have no legal significance.

114. Construction

(a) Acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

(b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Amendment, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part.

115. Waiver

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

116. Attorneys' Fees

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses

reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

117. Counterparts

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes.

118. Remedies Cumulative

The rights and remedies of City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, including the California Uniform Commercial Code.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

119. Entire Agreement of the Parties

This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding.

120. Right to Offset

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor. To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in

full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them.

121. Time is of the Essence

The Special Circumstances of this Agreement require Contractor's timely performance of its obligations under this Agreement. Therefore, time is of the essence in the performance of this Agreement.

122. Proprietary or Confidential Information

(a) Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, which includes all Exhibits and Schedules, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of either Party.

(b) Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

(c) Exceptions. The obligations of this Section 122 shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (i) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (iv) is or was independently developed by the Contractor without access to or use of the Confidential Information; (v) was provided to the Contractor by a third party who, to the best of the Contractor's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (vi) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall (i) notify the disclosing

Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

(d) Contractor acknowledges that City is subject to public disclosure laws and that City will comply with requests for information ("RFI"), as it is required to do under the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. Contractor acknowledges that an RFI may pertain to any and all documentation associated with City's use of Contractor's Services. Contractor further acknowledges that it is obligated to assist and cooperate with City by producing all documentation that City requests as responsive to the RFI so that City may comply with its statutory obligations. City agrees to give Contractor as timely written notice as possible of the RFI such that Contractor may oppose the RFI or exercise such other rights at law as Contractor believes it has. However, Contractor must produce all RFI responsive documents City has requested to City and City will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, Contractor procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering City not to comply with that portion of the RFI which Contractor protests, pending final determination of Contractor's protest of the RFI. Contractor further agrees to accept City's tender of defense and to indemnify City and pay all City costs of defense in any litigation brought against City with respect to City not complying with that portion of an RFI that Contractor protests and will hold City harmless against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

(e) Notwithstanding the provisions of Section 122(d) above, when Contractor's Services produce highly sensitive data, reports and other records, ("Records") which mandate that both the City and Contractor take every lawful step to establish that the Records be exempted from disclosure. Contractor's failure or refusal to also take action to protect the Records from disclosure shall be considered a material breach of the Agreement.

123. Business Tax Certificate

Contractor shall obtain and provide proof that it has a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

124. Compliance with State and/or Federal Standard

The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in **Exhibit X to the Scope of Work**, "State/Federal Funding Terms."

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred, or otherwise excluded from participation in federal assistance programs. Contractor has submitted **Schedule Z**, Certification of Debarment and Suspension, attached hereto and incorporated by reference herein.

125. Inspection of Books and Records/Right to Audit

(a) During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Contractor shall maintain financial and operational records related to this Agreement or to any other Agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.

(b) During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) days prior notice to Contractor, access to and the right to make copies of any of Contractor's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other Agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Contractor's offices or at Contractor's banks, financial institutions or lenders, or at the offices of Contractor's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor's banks, financial institutions or lenders, or from Contractor's financial consultants, accountants or bookkeepers.

(c) Such Audits may be performed by City through its employees or by its designees including, without limitation, a third-party auditor retained by City. City's right to Audit under this Section 124 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.

(d) If any Audit of Contractor's invoices or other records reveals any variance from any invoice to City, or of any amount of funds provided to Contractor by City which is in excess of the amount actually due to Contractor by City, then: Contractor shall immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds

received from City in excess of one-half percent (.5%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute and be deemed a material breach of the Agreement by Contractor and will subject Contractor to termination of the Agreement by City and to a breach of contract claim for damages by City.

126. <u>Non-Discrimination/Equal Employment Practices</u>

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state, or local laws. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.

d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal

Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

127. Americans With Disabilities

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as Schedule C-1.

128. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.

b. Maintaining Participation – As a condition of the award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.

c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D,** Ownership, Ethnicity, and Gender Questionnaire, and **Schedule E,** Project Consultant Team, which shall be attached hereto and incorporated herein.

129. Other Applicable Ordinances:

Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than $25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever is greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

a. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at https://www.oaklandca.gov/departments/workplace-employment-standards.

   Contractor agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor**.** Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

b. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

c. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist contractor. Web sites include but are not limited

to: http://www.irs.gov, for current guidelines as prescribed by the Internal Revenue Service.

d. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

e. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

f. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars ($500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. **This contract is also subject to Oakland's Living Wage Ordinance (see Section 6, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.**

For further information, please go to the following website:
https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges

Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property, and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with

spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars ($25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars ($25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1,** Equal Benefits-Declaration of Nondiscrimination form. For more information, see:

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

Nuclear Free Zone

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers," which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City's policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or

sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

130. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between the commencement of negotiations and either 180 days after completion of or termination of contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

131. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in **Schedule Q,** Insurance Requirements, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

132. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

133. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

134. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008, and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services

within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules or in the Department of Workplace and Employment Standards, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

Invoice and claim inquiries should be directed to the Department of Workforce and Employment Standards, City of Oakland Prompt Payment Liaison, 510-238-3970 or email DWES@oaklandca.gov.

135. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

136. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals, or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

137. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this

Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

138. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any "data broker," "extreme vetting," or "detention facilities" services (as defined in Oakland Municipal Code Section 2.23.020) unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

139. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever, including, but not limited to, an assignment of this Agreement to (i) a parent, subsidiary or affiliate; (ii) an acquirer of substantially all of its assets; or (iii) a successor by merger or acquisitions, without the prior written consent of the City Attorney and City Administrator which shall not be unreasonably withheld. Contractor must provide written notice to the City of its intent to assign the Agreement no later than 60 days prior to the assignment. City's consent may be conditioned upon retaining all rights it has at law against Contractor as Assignor.

In the event of Contractor's assignment or transfer without such prior required written notice and or consent City shall be entitled to terminate this Agreement without any liability therefor. If the City so terminates this Agreement, Contractor shall reimburse the City a prorated portion of the annual subscription fee paid by the City at beginning of the contract year, for the period following the termination date.

Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. In the event that City consents to Contractor's assignment of this Agreement, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

140. Third Party Beneficiary

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

141. Severability/Partial Validity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

142. Force Majeure

Neither party shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or connected with this Agreement if such failure or delay results from or is contributed to by any cause beyond its reasonable control including failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers or other event beyond its reasonable control.

143. Performance Bond

Promptly before the Agreement is fully executed and before Contractor commences work, Contractor will provide to City (specifically, to the City representative to whom Notices should be sent as is specified in Section 12 ("Notices"), a corporate surety bond, in the form of a Performance Bond, in the penal sum of 100% of the Contract Price of the System to guarantee Contractor's faithful performance of its duties under this Agreement should it default or become insolvent. Contractor must keep the Performance Bond current for the duration of this Project through System Acceptance or Beneficial Use. The executed Performance Bond will be incorporated herein by this reference.

EXHIBIT 2

STATEMENT OF WORK

EXHIBIT 3

CONTRACTOR'S CYBERSECURITY QUESTIONNAIRE

EXHIBIT 4

CITY'S SCHEDULES

EXHIBIT 5

CONTRACTOR'S STATEMENT OF OWNERSHIP OF INTELLECTUAL PROPERTY

Contractor represents, warrants, and agrees that: (a) Contractor has all of the Intellectual Property Rights necessary to provide the Product or Services to Client in accordance with the terms of this Agreement; (b) Contractor is the sole owner and/or has secured all necessary licenses, consents, and authorizations with respect to the use of the Product or Services to the full extent contemplated herein, including, but not limited to, all Source Code, text, pictures, audio, video, logos, and copy contained therein; (c) the Product or Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and (d) as far as Contractor is aware and could discover with reasonable diligence, there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

CITY OF OAKLAND

ATTACHMENT B1

(Stand-Alone Schedules Required with Proposal)

SCHEDULE E
(PROJECT CONSULTANT TEAM LISTING)

AND

SCHEDULE I
(SANCTUARY CITY CONTRACTING AND INVESTMENT ORDIANCE)

AND

SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)

AND

SCHEDULE W
(BORDER WALL PROHIBITION FORM)

AND

SCHEDULE N
(LIVING WAGE – DECLARATION OF COMPLIANCE)

AND

SCHEDULE S
(SLAVERY ERA DISCLOSURE AFFIDAVIT)

An interactive version of the forms can be downloaded from Contracts and Compliance website https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms

or request for a copy from Contracts Unit at ContractAdmin@oaklanca.gov

SCHEDULE E

To be completed by prime consultants only.

PROJECT CONSULTANT TEAM LISTING

Note:
The consultant herewith must list all sub-consultants regardless of the tier and their respective percentages of the project work. No other sub-consultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits. At the time of submittal of Schedule E (for professional services), some L/SLBE-participation must be proposed in order to satisfy the the requirement at the time of submission. If zero participation is presented, the proposal will not be accepted.

Date:

Prime Consultant:

Project Name:

Signed:

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	LBE	SLBE	VSLBE	SBA-LBE	LPG-LBE	* Ethnicity	** Gender

Attach additional page(s) if necessary.
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.
* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
** (M = Male) (F = Female)

Revised 1/21/2022 DM

CITY OF OAKLAND

Schedule I

"Sanctuary City Contracting and Investment Ordinance"

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

I, (name)_____, the undersigned,_____of
(Position/Title

_____
(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term "data collection" includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City's Project Manager and invoice reviewer or the City Administrator's Office, Chief Privacy Officer if any of this Business Entity's subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HSS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a $1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

CITY OF
OAKLAND

PLEASE COMPLETE AND SIGN

☐ **I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.**

or

☐ **I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.**

_____

(Printed Name and Signature of Business Owner) (Date)

_____

(Name of Business Entity) (Street Address, City, State, and Zip Code)

_____

(Name of Parent Company) (If applicable)

Contacts:
Office Phone:_____Cell Phone:_____
email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____ _____
Authorized Representative Date

SCHEDULE I DB/DM 2019

SCHEDULE O

CITY OF OAKLAND

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ **Phone** _____ **Project Spec No.** _____

Department _____ **Contract/Proposal Name** _____

This is an _____ Original _____ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) _____ Bid _____Proposal _____ Qualification _____ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

_____ _____/_____/_____

Signature Date

_____ _____

Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: _____/_____/_____ **By** _____

Date Entered on Contractor Database: _____/_____/_____ **By** _____

rev.42016

SCHEDULE W
BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)
(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.

II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the Department of Workplace and Employment Standards (DWES), if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.

III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall

IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.

V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called “Border Wall”.

☐ I declare that I understand Ordinance #13459 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

_____(Printed Name
and Signature of Business Owner) (Date)

_____
(Name of Business Entity) (Street Address City, State and Zip Code)

_____
(Name of Parent Company)

SCHEDULE N
Living Wage – Declaration of Compliance

The Living Wage Ordinance, Oakland Municipal Code Chapter 2.28, requires that, unless specific exemptions apply or a waiver is granted, all applicable employers under service contracts and recipients of City financial assistance shall provide payment of a minimum wage to employees, dependent on whether health benefits are included, with a rate to be adjusted annually. The current wage bulletin can be found at https://www.oaklandca.gov/departments/workplace-employment-standards. Further, employers shall provide at least twelve (12) days off per year for sick leave, vacation, or personal necessity at the employee's request.

This Schedule must be completed and submitted with proposals for the following entities:

(1) Proposed Contractors for service contracts with the City in an amount equal to or greater than twenty-five thousand dollars ($25,000); and

(2) City financial assistance recipients ("CFAR") defined as any individual or entity who receives from the city financial assistance as contrasted with generalized financial assistance such as through tax legislation, in an amount of one hundred thousand dollars ($100,000.00) or more in a twelve (12) month period.

I, _____ the undersigned, a _____ of _____
[Name], [Title] [Entity]
(herein referred to as Contractor/CFAR) am duly authorized to attest on behalf of the Contractor and/or CFAR.

Please check either 1 or 2 below.

1. ☐ I declare that Contractor/CFAR employs fewer than five employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, and understand that Contractor/CFAR is exempted from the requirements of the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code.

2. ☐ I declare that, for the duration of the contract or grant term, Contractor/CFAR will comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. I declare that Contractor/CFAR will require its subcontractors and tenants/leaseholders to comply with the provisions of the Living Wage Ordinance as well.

I have read and understood the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. Based on my understanding, the above is true and correct to the best of my knowledge.

_____
(Signature) (Printed Name of Representative) (Date)

_____
(Name of Contractor/CFAR) (Street Address City, State, and Zip Code)

Rev. 06.01.2023

CITY OF OAKLAND

SCHEDULE S

Slavery Era Disclosure Affidavit

In 2005, the City Council adopted Oakland Municipal Code Chapter 9.60 Slavery Era Disclosure pursuant to Ordinance No.12686 C.M.S. The ordinance requires certain contractors doing business with the City to complete an affidavit verifying that the contractor searched through all its records regarding people subjected to slavery.

Please check either (1) or (2) below. If the Business Entity checks (2), it must disclose all information required by (2).

I, _____ [Name], the undersigned, a _____ [Title] of _____ [Business Entity] (hereinafter referred to as "Business Entity") declare the following as true and correct to the best of my knowledge and understanding:

☐ 1. I declare that the Business Entity has found no records after searching through any and all records in the possession, control and/or knowledge of the Business Entity, its parent entities, subsidiaries and any predecessors in interest, for records that the Business Entity, its parent entities, subsidiaries and any predecessors in interest bought or sold people subjected to slavery, used people subjected to slavery as collateral, provided loans to purchase people subjected to slavery, insured such transactions or the people subjected to slavery during the slavery era and/or provided related or other services to aid and abet such transactions, including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of enslaved Africans.

☐ 2. I verify that, as a result of conducting the search in step (2) above, the Business Entity has found records of investments or profits from slavery or slaveholder insurance policies. I verify that the following constitutes full disclosure of all such records, including the names of each slave and slaveholder described in those records and/or evidence of transactions that benefited/profited from American slavery.

☐ Please check this box to indicate your understanding of the following statements:

a. I understand that completed affidavits and disclosure reports shall be made available to the public upon request after consultation with the City Attorney and any contractor who willfully or recklessly files a false affidavit or other statement or fails to file the required disclosure shall be subject to termination of the contract with the City. I understand that the City Administrator may take action to terminate the contract, and the City Attorney or any Oakland resident may bring action to mandate disclosure or correct any misstatement as well as reasonable attorney's fees and costs.

b. I understand that I can make voluntary contributions to the established Fund 2422 to promote healing and assist the City in rectifying and remedying some of the legacies of the shameful commerce in slavery.

_____	_____	_____
(Signature of Business Owner)	(Printed Name of Business Owner)	(Date)

Finance Department (rev. 10/2023)

ATTACHMENT B2

(Stand-Alone Schedules Required Prior to Contract Award)

SCHEDULE E-2
(OAKLAND WORKFORCE VERIFICATION)

AND

SCHEDULE Q
(INSURANCE REQUIREMENTS)

An interactive version of the forms can be downloaded from Contract s and Compliance website https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms
or request for a copy from Contracts Unit at ContractAdmin@oaklanca.gov

CITY OF OAKLAND

Oakland Workforce Verification

Schedule E-2

RFP/RFQ: _____ Consultant/Service Provider: _____ Date Submitted: _____

Address: _____ Email:_____ Ph:_____ # additional sheets attached:_____

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to DWES with the proposal. For questions, please contact dwes@oaklandca.gov.

EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS (Please check box below to confirm attachments) 1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9/DE9C

PLEASE NOTE BELOW:

1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's License or ID Card, d) School ID Card, and/or e) U.S. Military Card.

2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.

3) DE9/DE9C- Contribution Return and Report of Wages/ Quarterly Contribution Return and Report of Wages (Continuation)

updated May 2026pp

ADDITIONAL SHEET

Consultant/Service Provider _____

RFP/RFQ_____ **Additional Page #** _____ **of** _____

EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS (Please check box below to confirm attachments) 1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9/DE9C

updated May 2026pp

Schedule Q
INSURANCE REQUIREMENTS
(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than $1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, and $1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before

commencing performance of the work under this Agreement and thereafter as required by that code.

iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the with limits not less than $2,000,000 each claim and $2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:

a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than $500,000), the Contractor must maintain Pollution Liability Insurance of at least $ 1,000,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of $ 1,000,000 per occurrence and in the aggregate.

vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than $1,000,000 each occurrence and $1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

viii. **Commercial Crime Insurance, if determined to be required by HRM/RMD,** shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client's property. Coverage shall be on an occurrence basis with limits not less than $1,000,000 each occurrence.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees, and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and

iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and

v. Certificate holder is to be the same person and address as indicated in the

"Notices" section of this Agreement; and

vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or

self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

End of Schedule Q

ATTACHMENT C: CITY SCHEDULES AND POLICIES

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Notice To Bidders (NTB), Request for Qualifications (RFQ) and Grant announcements.

By submitting a response to this RFP/Q, NIB, NTB, or Grant opportunities, to the City of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:
https://apps.oaklandca.gov/ContractOpportunities/

1. **Arizona and Arizona-Based Businesses - Applies to all agreements and is part of the "Contract".**

   Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

2. **Declaration of Compliance with the Americans with Disabilities Act – Applies to all agreements and is part of the "Contract".**

   i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
      (1) You certify that you will comply with the Americans with Disabilities Act by:
      (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
      (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;

(4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration the Contractor's program would result;
(5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
(6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
(7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms *(see Combined Schedules)*

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) **– Applies to all agreements and is part of the "Combined Contract Schedules".** *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms *(see Combined Schedules)*

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a "stand alone Schedule[1]" and must be submitted with the proposal.**

i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
ii. The form can also be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms
iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses,

[1] Stand Alone Schedule is not part of the "Combined Schedule".

telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. **Schedule E-2** (Oakland Workforce Verification Form) – **Referenced in Attachment B**. **Applies to Non-Construction agreements and is a "stand alone Schedule", and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**

    i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Department of Workplace and Employment Standards (DWES) no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.

    ii. The Schedule E-2 form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms

6. **Schedule F –** (Exit Report and Affidavit) – **Applies to all agreements and is a "stand alone Schedule".**

    i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms

    ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Department of Workplace and Employment Standards (DWES) with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. **Schedule G** – (Progress Payment Form) – **Applies to all agreements and is a "stand alone Schedule".**

    This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-

Administration-Unit/Schedules-Contracts-and-Compliance-Forms

8. **Pending Dispute Disclosure Policy** – **Applies to all agreements and is part of the "Contract".**

   Contractors are required to disclose pending disputes with the City of Oakland. Contractor agrees to disclose and has disclosed, any and all pending disputes with the City in writing to the Project Manager. Failure to disclose pending disputes prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

9. **Schedule M** – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements and is part of the "Combined Contract Schedules".**

   Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms *(see Combined Schedules)*

10. **Schedule N** - (LWO - Living Wage Ordinance) – **Applies to Non-Construction agreements and is a "stand alone Schedule".**

    i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City's website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAOR.html#TOPTITLE).
    ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at

11. **Schedule N-1** - (EBO - Equal Benefits Ordinance) – **Applies to Non-Construction agreements over $25,000 and is a "stand alone Schedule".**

    i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.

    ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at

12. **Schedule O** – (City of Oakland Campaign Contribution Limits Form) - **Applies to all agreements and is a "stand alone Schedule" and must be submitted with the proposal.**

    i. This Agreement is subject to the City of Oakland Campaign Reform Act of

Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

ii. The form is also available on our website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms

13. Nuclear Free Zone Ordinance - Applies to all agreements and is part of the "Contract".

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers," which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City's policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a "stand alone Schedule", and evidence of insurance must be provided.

i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms Schedule Q.

ii. A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

iv. When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Affidavit of Non-Disciplinary or Investigatory Action - Applies to all agreements is part of the "Contract".

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at

16. **Schedule W** – (Border Wall Prohibition)- **Applies to all agreements and is a "stand alone Schedule", and must be submitted with the proposal.**

    This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms

PLEASE NOTE: *By submitting an RFP/Q, NIB, NTB, or Grants to the City of Oakland the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

ATTACHMENT D: COST PROPOSAL

No.	Description	Delivery Model		Unit of Measure (fill-in if blank)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Extension)	Year 7 (Extension)
	SOFTWARE SOLUTION										
1	Software Solution License			30 Users							
2	Software Implementation			30 Users							
3	Software Maintenance and Support			30 Users							
4	Web Hosted Site										
5	Other Costs										
	HARDWARE SOLUTION										
6	Portable/Mobile Device			115							
7	Portable/Mobile Printer			115							
8	Battery Charger			115							
9	Accessories (e.g. holders, belt clips, ruggedized case)			115							
10	Other Costs										
11	Automated License Plate Recognition Systems			10							
	DOCUMENT PRODUCTION AND MAILING SERVICES										
12	Courtesy/Follow-up Notice			200,000 est.							
13	First Delinquent Notice			100,000 est.							
14	Second Delinquent			65,000 est.							
15	All Other Notices			140,000 est.							
16	Other Costs (e.g. postage)										

No.	Description	Delivery Model		Unit of Measure (fill-in if blank)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Extension)	Year 7 (Extension)
17	Fixed or Percentage of Money Collected										
18	Other Costs										

ATTACHMENT E: TECHNICAL SPECIFICATIONS COMPLIANCE MATRIX

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.0000	**Software Solution: Parking and Citation Management Software**		
1.1000	**Citation Management Software and Database (CMS)**		
1.1001	The Citation Management Solution (CMS, or system, should be a comprehensive system of web-based software and a relational database solution that integrates parking payments, permit data, enforcement solutions, citation-related data, vehicle registered owner data, and complete records of all processing status and incoming/outgoing correspondence and related activities by phone, email, or mail. The system should be accessible to both the Contractor and the City staff view and update easy-to-use tabs or views for citation summary data, permitting, citation issuance, citation management including fines & penalties, notices, correspondence, payment, administrative review, adjudication and all other essential modules for a complete citation administration program.		
1.1002	The Contractor shall support an adaptive solution that provides integration flexibility for the City to implement additional configuration for specialized units or programs.		
1.2000	**Application Data and Communication**		
1.2001	The system should support the transfer of citation data and photos from enforcement devices to the CMS software in real-time.		
1.2002	The system should support the insertion of an unlimited number of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.. Provide for drop down menu choices to be configured as determined by the City.		
1.2003	Contractor's database must be updated with all citation payment transaction details, in real-time.		
1.2004	The system must record an electronic copy of the citation that was issued by the wireless electronic ticket writer.		
1.2005	The system must provide Immediate/real-time batching of files upon transfer of citations records.		
1.2006	The system must be able to immediately retrieve, and import into the parking citation database, vehicle related information that must be obtained in a real-time, from any DMV, including all out-of-state motor vehicle registries.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2007	The System shall also continue to re-request information from DMV, on a schedule approved by the City, on requests initially returned as "no hits" (name and address not available) and for all vehicles that have reached "scofflaw" status. The system should automatically review DMV "No Hit" lists to ensure that license plate and state have been entered correctly.		
1.2008	Automated data updates and checks must be included to ensure the accuracy of all data returned by DMV prior to updating the parking citation database. For example the system should validate DMV information such as vehicle make &model to ensure proper make of the vehicle on an issued citation. The system should continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information in the database, at no additional cost to the City.		
1.2009	The Citation Management Solution should support accumulated violations.		
1.2010	The Citation Management Solution should have the ability to define one violation per citation.		
1.2011	The Citation Management Solution must support multiple vehicle owners		
1.2012	The Citation Management Solution must track all changes and adjustments made to any system record including citations, to a specific individual, date, and time.		
1.2013	The Citation Management Solution should be able to restrict full data edit and delete capabilities to authorized individuals.		
1.2014	The system must maintain the database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.		
1.2100	**System Capabilities**		
1.2101	The system shall have the ability to execute automated tasks in an unattended fashion, as well as the ability to create and integrate custom tasks, export data to and import data from another system, update data in a batch, generate letters and notices in printed form or e-mail, adding citation late fees and penalties., converting overpayments on citations, creating scofflaw lists, and posting "next-step" actions or transactions in a dedicated workflow queue for review, etc.		
1.2102	The solution must store and maintain the following information, and keep it up-to-date including but not limited to: license plate; effective date of vehicle registration; and vehicle identification number (VIN), with information indicating whether the vehicle is registered in the City's Fleet Operator Program, including date registered and date deleted, if appropriate.		
1.2103	The Citation Management Solution should provide direct access to basic citation information (customer, vehicles, appeals, etc.) on a single screen.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2104	The system shall, at a minimum, provide immediate access to the current year plus four (4) previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.		
1.2105	The system should identify duplicate citations and correct dates, violation codes, and fine amounts.		
1.2106	The System shall process all manually and electronically produced citations. Electronic citations should be posted to the database within 24 hours. Manual citations should be posted to the database within (2) business days of receipt from issuing source. The System shall display citation dispositions, payments, and other actions in real time. The System shall enable the selected users to update on-line the citations in the System regarding dispositions, suspensions, hearings, and adjustments. The successful bidder shall provide an interface between the system and any external or sub-system that may be required to communicate, load, and read information to and from hand-held electronic devices. The successful bidder shall ensure the integrity of the data during transmission and shall have processes in place to reconcile the number of citations transmitted.		
1.2107	The system should automatically update names and addresses, post documentation, update payment status, administrative review, adjudication, etc.		
1.2108	The system should support execution of pre-defined tasks including exporting data for another system, importing data from another system., and updating records in batch.		
1.2109	The system should support workflow processing queues as determined by the City including but not limited to payment posting, administrative review pending, parking permit approval, hearing required, temporary citation process suspends, on-site investigation required, payment refund, supervisor review pending, rental investigation, proof of correspondence and release of liability. Such workflow queues shall contain manual and system automated citation processing tasks as advanced through the citation management process facilitating staff and automated system processing for review and action.		
1.2110	Contractor must be able to make the necessary adjustment in its solution (hardware and software) to incorporate and modify all additions, changes and deletions to the existing parking regulations and statutes.		
1.2111	The system should automatically generate letters/e-mails for citation payments, partial payments, overdue citation notices without the user initiating the process.		
1.2112	The system should generate email messages and print notification letters while maintaining an audit trail within the application. Direct access to correspondence history shall be provided, as well as storing a copy of the notice or letter in the history		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2113	Once a citation has been contested, the system will automatically place citations on hold for a specific period which means that fines will not increase and penalties will not accrue, notices will not be printed, status of citation will not change, and collection efforts will be suspended pending the outcome of the hearing. When the hold expires all activities and actions as described above resume		
1.2114	The system should be capable of determining whether the Initial Review has not been completed within the suspend period; and then automatically adjusting the suspend date and/or marking on an exception screen and/or report that suspend date has been reached and investigation is still outstanding. No noticing shall be sent until the investigation is completed. Aging reports of suspends still pending resolution (30, 60, 90, 120, etc. days) are to be included in monthly activity reports.		
1.2115	The system should provide verification that all requests for Initial Review are processed in accordance with the time limits prescribed by State law and City policy. Requests for extensions based on verifiable extenuating circumstances must be addressed by a supervisory level employee .		
1.2116	The system should provide for automation of invoicing, late fees, appeals, and collections with a scheduler function.		
1.2117	The system should automatically calculate and apply penalties on outstanding citations based on the City's Fine schedule.		
1.2118	The system shall accurately record all details surrounding individual payments including, but not limited to payment channel (online, incoming mail, over the counter), payer name and post the payments		
1.2119	The system shall apply payments including payments for citations not yet uploaded to the solution and shall allow creation of a temporary citation record in the situation where a motorist attempts to pay or contest a citation, but the citation has not yet been uploaded. Once the citation data from the handheld has been uploaded, the data from the temporary citation will be merged into the uploaded data and the temporary citation will be discarded.		
1.2120	The system should allow for various timelines for correspondence, notices and invoices.		
1.2121	The system shall be able to restrict overpayments to a maximum amount or percentage based on user access control.		
1.2122	The system should have the ability to process refund of overpayments on citations for approval.		
1.2123	When payment or suspend transactions are applied to the parking citation database, Contractor must be able to release the registration hold at CA DMV within 24 hours. Release date must be noted in the citation record.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2124	The citation history for each citation receiving a registration hold must be updated to indicate the most recent processing step in the hold cycle.		
1.2125	Contractor must process and account for payment transactions associated with money collected by DMV.		
1.2126	Reversed payments, such as for an NSF check., should automatically update the status of the citation, generate a notice to the customer, and allow for further fines to accrue and collection notices to be generated.		
1.2127	The system should provide a DMV interface to perform ad hoc DMV lookups to allow authorized personnel to view, in real time, the current record on file with the DMV for a vehicle plate, VIN, name & address, or disabled placard number. The interface must provide `functionality that interfaces directly on-line and in real time with the database of vehicle registration information maintained by the DMV. The DMV interface shall provide a "user friendly" view of the data returned. Additionally, the "raw" data from the DMV shall be available for the City designated user to view, if wanted.		
1.2128	The DMV interface must automatically obtain registered owner information within 48 hours of any new citation record being updated or entered on the database. Registration updates shall be made as frequently as possible, but never less frequently than the same date that DMV makes the registration information available.		
1.2129	The system must be able to immediately process all DMV name and address transactions required to support City operations.		
1.2130	The DMV interface should provide real-time access to motor vehicle registries in California and process registration holds for non-payment of fees and fines and subsequent releases.		
1.2131	The DMV interface must be configurable to include or exclude vehicles from any state or province.		
1.2132	The Contractor will assume responsibility for any and all fees associated with obtaining registered owner information.		
1.2133	The system must use registration date information to assign legal responsibility for each citation to a registered owner based on the effective date the license plate was assigned to a particular individual by a motor vehicle agency. Contractor's data processing system must reliably and automatically compare the issue date of each citation with the vehicle registration date information on file at the DMV. Citations issued before a change in registered owner must be assigned to the previous owner.		
1.2134	The System shall be capable of monitoring and processing citations issued to leased, rented, and fleet vehicles. The Contractor shall aggressively request out-of-state registry information to ensure collection activity can be pursued on out –of-state citations.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2135	Car rental agencies are given 30 days after notice of Citation to provide the City with the name and address of the individual who rented the vehicle at the time of the citation Upon receipt of this information, the citation and related records must be automatically updated, including workflow queues, and notices must be generated to the renter of the vehicle.		
1.2136	The Citation Management Solution must integrate geographic information system (GIS) maps and provide the ability to geographically depict/map enforcement activity and transactions.		
1.2137	The system should provide a query manager, separate from queries available from inside the Citation Management Solution and Permit Management Solution systems, The respondent's system shall include a query manager that can be used for ad hoc query building, data export, and posting (batch update), which has the ability to save the query. The query module should allow users to create a new query. A multi-step wizard shall guide the user through the query creation process.		
1.2138	The system should ability to maintain queries and reports. Maintenance includes the ability to view, edit, export, import, clone, and delete queries from the query viewer.		
1.2200	**Application Data**		
1.2201	The system should allow for manual updates to customer records and the ability to enter comments with the audit trail for all data entries.		
1.2202	The solution must support bulk/mass update of commonly changing fields such as name/address changes		
1.2203	The system should track all notices and correspondence related to citation, vehicle owner or vehicle including the mail date, detailed description of all correspondence emailed and mailed; an actual copy of all email messages and written notices or correspondence letters sent, mailed and received; all returned mail, including the date that any notice or correspondence was returned, the address or addresses used, the returned envelope including a copy of the correspondence must be scanned, noted, and marked within the database; and an imaged copy of all related correspondence as well as the date, time, code, and sufficiently detailed and readable description of all correspondence.		
1.2204	The system should have the ability to combine one or more vehicles or license plates under common ownership		
1.2205	The system should maintain and update of confidential vehicle database for exemptions authorized by the City that are linked to the parking enforcement handheld units.		
1.2206	The system should store and track previous and current owner information when transfer of vehicle ownership has occurred by clearly notating in the account with changes, not limited to the source, old address, new address, date of owner transfer, etc.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2207	Contractor's solution must store and maintain the following information, and keep it up-to-date: the dates on which DMV data were: (a) requested, (b) returned from DMV, and (c) confirmed or errors noted. Processing registry information by updating the database with the registered owner's full name, complete address, and vehicle identification number. If data were not received or incomplete, an exception report is to be provided to identify for follow-up of all incomplete or declined transactions.		
1.2208	The Citation Management Solution provide direct access to financial information associated with a citation (invoices, receipts, etc.) on a single screen .		
1.2209	The Citation Management Solution should automatically assess escalations/late fees to citations meeting criteria without the user initiating the process.		
1.2210	The CMS should timestamp and accommodate the manual entry and processing of data, record of who updates information, owner name, and address information.		
1.2300	**User Interface**		
1.2301	The Citation Management Solution should display citation-related data by tab or module, or in such a way that it is easily accessible from any screen view, separating detailed information by topics or activities including but not limited to citation details, citation issuance details, payment, fines and penalties, related photos, correspondence, notes, registered owner, administrative review, hearings and adjudication, etc. Such tabs or modules should be easy to view, with one "click", and open in a separate, small view, without leaving the current screen.		
1.2302	The system should provide common activity tabs, views or easily accessible modules as determined by the City to facilitate specific citation management processes or updates including but not limited to applying payments, administrative reviews, permit approval, researching registered owners, manual citation entry, sending follow up correspondence, etc.		
1.2303	Tabs or modules with detailed information should be easy to view, opening with one "click", and open in a separate, small view, without leaving the current screen.		
1.2304	For example, the citation data tab or module should include citation number, state and license plate, parking meter number (if applicable), violation code with description, issue date and time, location, amount due, current processing status collections activity, citation facsimile, public and private notes and all related photos.		
1.2305	A vehicle history tab should display all current citations, citation history, parking permits, impound eligibility, payments and amounts due, registered owner information related to a VIN or plate number. The information shall include but not be limited to the user who created, removed, or changed the customer association.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2306	The Citation Management Solution should provide direct access to basic citation information (customer, vehicles, appeals, etc.) from any screen or view.		
1.2307	The system should provide for a summary view of all citation related data including but not limited to citation number, date of issuance, status, citation code and description, location, registered owner, fines and penalties, payments, status, disposition and all other related information available to print on one page and/or view on one screen		
1.2308	The system should provide the complete history of transactions associated with the citation, including monetary, telephone, and walk-in contacts.		
1.2309	The system should provide real-time display of multiple citation records for a single plate, sortable by date of ownership or owner.		
1.2310	From the view of a citation record, the system shall provide direct access to or links to detailed violation information including: fine structure, issuing officer ID, location (including zone, lot/street ID, block number and meter/space number), permit type, violation, issue date and time, chalk time.		
1.2311	The system shall display all payment information, the original fine amount plus any penalties or fees that have been added, such as a late payment penalty that includes the amount and exact date that late payment penalty was imposed, returned check fee, or fee for obtaining a copy of a citation, payment date, payment type, payment source, amount, method of payment, payment batch number, and a copy of the check with appropriate security measures.		
1.2312	The system shall display registered vehicle owner information including the vehicle make as recorded by the DMV, the license plate; effective date of vehicle registration; and vehicle identification number (VIN), vehicle make/model, vehicle color, vehicle type, registered owner name, address as provided by DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal.		
1.2313	The DMV interface shall provide a “user friendly” view of the data returned. Additionally, the “raw” data from the DMV shall be available for the City designated user to view, if wanted.		
1.2314	In addition to the name and address of the registered owner of the vehicle cited, the vehicle identification number (VIN) must 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.		
1.2315	The system should provide extensive notes field (including date of the note, note type, and comments) through the various processing modules.		
1.2316	The system should support the attachment of scanned documentation, digital images, and other electronic items to citations.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2317	Provide a color-coded citation information summary screen that makes use of consistent color schemes, readily identifiable icons, and context-sensitive menus.		
1.2318	The system shall display all vehicles eligible for immobilization and the per vehicle or registered owner detail including the number of citations that count toward eligibility for immobilization (booting) or seizure (towing), the related citation data, and the total amount of fines these citations represent.		
1.2319	The system should display citation "suspend" related information (citations that have been put on "hold" pending administrative review or a hearing) including the date and time a temporary suspension is applied that stops normal processing, the ID of the person processing the suspension, type of suspension, and the date the suspension will be removed and processing resumes along with a periodic exception report advising of extended non- action and prior to expiration of suspensions.		
1.2320	For contested citations, the system must be capable of showing the registered owner's name and address alongside the contestant's name and address if the contestant is not the registered owner.		
1.2321	The system should display adjudication information including administrative adjudication hearings, the date, time, office location, and disposition, for in-person, telephone, and video and written declaration hearings, for citations, immobilization-tow and post-impound hearings including links to or actual written, audio and video transcripts		
1.2322	The system should display a message or color coded indicator if a citation is currently on appeal.		
1.2323	The system shall display workflow processing queues based on workflow processes as determined by the City including but not limited to specific staff, payment posting, administrative review pending, parking permit approval, hearing required, on-site investigation required, payment refund, temporary citation process suspends, supervisor review pending, rental investigation, proof of correspondence and release of liability. Supervisors shall have the ability to move tasks between queues as needed.		
1.2324	The system shall display detailed information related to a DMV HOLD (or FTB Hold)for particular vehicle license plate including: the date the hold was sent to CA DMV and subsequently released, if appropriate, the number of citations charged to the license plate that are currently confirmed and on hold at the CA DMV, data on hold that have been released.		
1.2325	The system should provide detailed financial information including fine amount, escalations, accumulations, late fees, balance due and other adjustments or fees; receipts of payment and administrative holds		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.2326	The system shall display collections data including but not limited to stage of collection process, current contact information, correspondence, conversations, notes, next action and date, fines and penalties owed and paid.		
1.2327	The system shall display all processing activities including processing batch date and number, digital imaging index (if applicable), date on which the citation was updated to the 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 CA DMV. Each field must be clearly delineated and marked.		
1.2400	**User Capabilities**		
1.2401	The System shall enable staff to update fields regarding permits and citations in the system based on user authority/permissions. Specifically for citations this should include citation data, dispositions, suspensions, hearings, and adjustments. The System shall also have the capability of updating a payment or disposition prior to posting the original citation.		
1.2402	The system should provide the ability to process citations, edit or correct citation details, assign citation liability, adjust the monetary amount of a citation. apply penalties and fees (such as towing fees and insufficient check fees), process release of liability, etc.		
1.2403	The system should provide the ability to change the status of a citation including void, transfer, uncollectible, reduce to warning, write off, etc. including dismiss citations for a pre-defined set of reasons.		
1.2404	The system should provide the ability to sort all display views by field name, column header		
1.2405	The system should provide the ability to rapidly and conveniently manually enter and update handwritten citations to the Citation Management Solution and be uploaded to a workflow queue. The system should utilize options to streamline the data entry including via outside services citations uploaded to a workflow queue. The system should streamline data entry, for example, by utilizing defaults from the previously entered citation such as date, officer number, location, etc. or predictive text completion. Such features shall be toggle-able, that is, supervisors shall be able to turn "fast entry" on and off as desired.		
1.2406	The system should provide the ability to add notes to citations and permits activities and views		
1.2407	The system should provide the ability to enter a citation in a summary form for taking payment, prior to the citation being posted to the system, then have the citation data import complete the data entry of the citation once posted to the system.		
1.2408	The system should provide the ability to attach photos (retroactively), documents, scanned correspondence and/or e-mail, notes, etc., to the appropriate citation or customer account;		

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1.2409	The system should provide the ability suspend (and cancel the suspension) a citation from accruing late penalties and receiving notices pending the outcome of an administrative review or hearing		
1.2410	The system should process any and all on-line, web portal activity including but not limited to processing payment, contesting citations and posting documents or photos uploaded.		
1.2411	The system should provide the ability to retroactively date a citation (example: bus/transit only lane enforcement)		
1.2412	The system should provide the ability print citation data in summary and/or as displayed in the specific screen view including a copy of a citation and images/photos taken during citation issuance, facsimiles of correspondence, penalties and fines, payment information, etc.		
1.2413	The system should provide the ability to send email or mail correspondence, from a standard or customized template, or generate an email message or a letter "on-the-fly" directly from the citation record. including to send notices and correspondence to multiple vehicle owners and/or to cancel scheduled correspondence.		
1.2414	The system should provide the ability to pay or dismiss citations on one or multiple plates in one transaction.		
1.2415	The system should provide the ability to accommodate payment plans in accordance with existing and future State, CVC, City policies.		
1.2416	The Citation Management Solution shall, based upon the specific shift assignment, have the following capabilities: ability to retroactively date a citation (example: bus/transit only lane enforcement), ability to capture an image at any time (example: gridlock tickets), and ability to attach documents (example: disabled placard ID card)		
1.2417	The system should allow users to enter parking citations via the systems user interface or via upload from a device in the field.		
1.2418	The system should provide the ability to manual apply and adjust payments including overpayments and underpayments, applying overpayments on citations to other receivables (other citations or boot/tow fees), or to refund to the customer as appropriate.		
1.2419	The system should provide the ability to transfer payments from one citation to another, including overpayments on citations.		
1.2420	The system should support multiple workflow queues for Initial Review, including, but not limited to queues by user, appeal status and reason, suspend reason, review progress, and field survey status; the ability to move appeals between queues as needed.		
1.2421	The system should provide the ability to perform an administrative review, subsequent to initial review, based on correspondence or payment, and post a disposition of the review from multiple City approved decision outcomes.		

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1.2422	When an Initial review cannot be resolved, the software shall allow for the appeal to be automatically be referred electronically (via Workflow queue) for investigation, suspending the citation from penalties, escalation and notices for a defined period, calendaring follow-up and noting the investigation request in the citation history		
1.2423	The system should provide the ability to submit and update hearing requests and schedule hearings		
1.2424	The system should provide easy to use query functionality for citation-related data access, real-time mode, from inside the Citation Management Solution by any input field, including, but not limited to date, citation number, citation details, citation issuance, license plate number, VIN, name, address and citation history of the registered owner and responsible party, citation location, serial number of the enforcement officer, and VIN, payment, fines and penalties, related photos, notes, administrative review, hearings and adjudication details and dispositions.		
1.2425	Access to data shall be available by clicking on the search results, not requiring the user to make a note of search results and then separately open relevant records.		
1.2426	The Citation Management Solution should provide the ability to run ad-hoc real-time reports on all data fields, without the need to exit the Citation Management Solution.		
1.3000	**Correspondence**		
1.4000	**Outbound Notices and Correspondence**		
1.4001	The Citation Management Solution shall provide software and services for the management and automated (and manual) generation of notifications and correspondence using language and mail times provided by the City		
1.4002	All outgoing hard-copy automated and manual notices and correspondence should be processed and mailed by the Contractor as part of the Special Services to be provided. The citation or permit record should be updated to reflect the date of mailing, a description of the notice/correspondence, and a facsimile copy of the correspondence available for immediate view from the citation-related records in the system		
1.4003	The Citation Management Solution shall have the ability to manually and/or automatically generate multiple types of notices and correspondence for multiple reasons. Each time a notice is generated, the affected citations and license plate numbers shall display a description of the notice or correspondence and a facsimile of the actual document.		
1.4004	Notices shall be generated and mailed daily and produced and sequenced for the lowest mailing costs. Notices and correspondence sent by mail should be printed and mailed by the Contractor. Email notifications or correspondence should be emailed directly from the CMS		
1.4005	Examples of Notices:		

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1.4006	Notices to registered owners include citation notices generated (21) days from date of issuance, first delinquent notices for individual unpaid citations (21) days after issuance of courtesy notice, and second delinquent notices for individual for unpaid citations twenty one (21) days after issuance of first delinquent notice.		
1.4007	"Drive-Away" citation notices and copy of the citation shall be sent to the vehicle's registered owner for all citations designated as a "Drive Away".		
1.4008	Immobilization notices shall be sent to the registered owner of any scofflaw vehicle immobilized.		
1.4009	Notice of vehicle immobilization eligibility shall be generated to the owner for five or more unpaid parking citations.		
1.4010	Non-Sufficient Funds (NSF) Check Notice shall be sent to the vehicle's registered owner including penalties assessed and instructions for resolution.		
1.4011	The system should automatically generate letters and/or e-mails without a system user initiating the process for statuses such as unpaid or overdue citations, partially paid citations, overdue insufficient funds and other financial related updates or changes.		
1.4012	Citation notices should include the following information: registered owner name and address, vehicle license number; vehicle make/model, citation number, issue date, and time, location where the violation occurred; violation description, information on how and where to make payment' amount of payment required, consequences of non-payment (penalties, contact information including City phone number for information, toll free number for payment, and website link for payments		
1.4013	The System shall have the ability to prepare multiple notices of delinquency for individual citations, composite notices by license number, and notices of partially paid citations. The System shall maintain a record of all notices mailed and the mail dates. .		
1.4014	System users should be able to easily see a record of notices and correspondence and (one click) view the letters or notices sent from the Citation Management Solution.		
1.4015	The System shall enable the staff to access all notices and correspondence by citation number, license number, date mailed, and the status of violations as they proceed through the noticing and collection cycles.		
1.4016	The system will enable citizens/motorists to access online, via the Citation Web Portal, all notices by respondent/vehicle owner's name, citation number, license number, date mailed, and the status of the violations as they process through the noticing and collection cycle		
1.4100	**Correspondence System Capabilities**		
1.4101	Each letter shall be mailed and/or e-mailed based on customer-defined communication preferences.		

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1.4102	The software shall allow the City to delineate the specific combination of conditions that must exist in order to trigger the generation of each notice or correspondence type. Staff shall be able to combine these conditions using logical operators to form more complex situations. Definable conditions shall include for example the number of days the citation has been outstanding (unpaid), the number of unpaid citations, or notices for a specific state license plate only.		
1.4103	The Special Services provided by the Contractor shall include researching the mail addresses the mail addresses for citations when not readily available, on all returned mail, and mailing or re-mail a notice to the correct address within five business days of receiving the returned mail. The service should have the ability to run the National Change of Address (NCOA) upon customer request.		
1.4104	Notices and correspondence may be composite notices by license plate number.		
1.4105	All work shall comply with the provisions of law, including, without limitation , laws pertaining to mass mailings by public agencies		
1.4106	The system should display a descriptive record of all notices and correspondence related to citation, registered owner or vehicle including the email or mail date, detailed description of all correspondence emailed and mailed and an actual copy of all email messages and written notices or correspondence letters sent, mailed and received		
1.4107	The system should provide the ability to access a particular page of correspondence (for example by typing in the page number). User should have ability to sort by the correspondence mail date, by most recent to oldest.		
1.4108	The system should track the date that any notice or correspondence was returned by the United States Postal Service as undeliverable. This shall include the address or addresses used. Multiple entries should be kept and used for skip-tracing efforts.		
1.4109	The system should provide the ability to access a particular page of correspondence (for example by typing in the page number). User should have ability to sort by the correspondence mail date, by most recent to oldest.		
1.4110	The system should track the date that any notice or correspondence was returned by the United States Postal Service as undeliverable. This shall include the address or addresses used. Multiple entries should be kept and used for skip-tracing efforts.		
1.4111	Standard correspondence should be able to be sent in bulk to a user-defined list of customers based on queries of singular records or queries of collections/groups of records.		
1.4112	The system should allow for the customer unique ID number to be suppressed on letters/e-mails.		
1.4113	The software shall allow the ability to correct and resend notices if they were generated in error.		

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1.4114	The system shall generate citation correction notices where the issuing officer determines that there is incorrect data in the parking citation.		
1.4200	**Correspondence Templates**		
1.4201	The following are examples of types of correspondence templates that should be available in the software module: customer statements, citation notices, penalty/fine notices, hearing notification/results notices, permit/credential renewal notices		
1.4202	The Contractor shall work with the City to provide specific content and design; correspondence should appear to come directly from the City and include no information about the Contractor.		
1.4203	All notices and correspondence shall be designed using language and scheduled mail times approved by the City		
1.4204	The software shall allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing. Fields defined for automatic data entry shall include but not necessarily be limited to total dollar amount due, citation details. vehicle description, license plate, VIN, and registered owner information,		
1.4205	The software shall allow an unlimited number of user-defined letter headings to be selected by letter type. The user-defined letter headings shall contain name, department, address, city, state, zip (postal) code, and phone number.		
1.4206	The system shall have ability to send letters with a return envelope and tear-off payment stub for processing to the City's designated remittance processing address.		
1.4207	The system shall have ability to Automatically generate letters/e-mails for eligibility, instructions and confirmation of City payment plan (AB 503)		
1.4208	At the conclusion of the initial citation review, if the citation has not been dismissed, the system must generate a notice listing the reason for a valid citation determination as required by the CVC. The notice must also explain the CVC procedures that must be followed if the complainant wishes to contest the citation through an administrative hearing, including specific dates by which to respond.		
1.4209	Car rental agencies are given 30 days after notice of Citation to provide the City with the name and address of the individual who rented the vehicle at the time of the citation, Upon receipt of this information, notices must be generated to the renter of the vehicle.		
1.4300	**Email Notices and Correspondence**		
1.4301	This software module shall specifically include the capability to -email notices and correspondence		

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1.4302	All email correspondence sent by the system should originate from a "system mailbox," not requiring staff to use their City email boxes for correspondence regarding an appeal.		
1.4303	The system shall include the capability to view and manage e-mail correspondence including the following:		
1.4304	Ability to view a list of existing e-mail messages (i.e. all previously saved e-mail).		
1.4305	Ability to add new e-mail addresses for sending to one or more customers.		
1.4306	An audit trail for each e-mail that is sent. This audit trail shall be accessible from relevant customer records as well as from the e-mail manager itself.		
1.4307	Ability to schedule e-mail to be sent automatically at specified times and dates.		
1.4308	Ability to generate lists of recipients automatically, based on a variety of criteria including permit group, customer group, and others.		
1.4309	Ability to send ad hoc emails and add verbiage to email templates		
1.4310	The system shall provide the ability to preview and manage message format to accommodate modern e-mail readers such as Gmail, Yahoo, and Hotmail.		
1.4311	The system shall support for full SMTP authentication, including SSL/TLS		
1.4312	The system should generate email messages and mail notification letters while maintaining an audit trail within the application.		
1.4313	The Contractor must generate monthly management information reports documenting the following: previous correspondence (beginning backlog), total pieces of correspondence received; total pieces of correspondence processed; remaining correspondence (ending backlog); and any unresolved correspondence.		
1.5000	**Incoming Payments and Correspondence**		
1.5001	The system should support an in-bound correspondence processing service (Special Services by Contractor) whereby citizens have the ability to pay citation fees and fines, and request a citation related administrative review (contest a citation) or formal hearing by mail. The Contractor shall process the payment, and/or request for an administrative review or hearing and post any and all supporting documents, information and justification to the citation record. If contesting a citation or requesting a hearing by mail, the service must facilitate updating the citation record, including uploading photos, documents, etc. All information shall be attached to the citation record immediately, or at a minimum daily, such that it is viewable to anyone (with appropriate access rights) on the citation record, including searches by citation number, plate, registered owner or VIN.		

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1.5002	The in-bound correspondence processing service (Special Services by Contractor) should provide the ability for citizens to apply for, renew, cancel or update a permit and pay all related fees by mail. The system shall process the payment, and/or provide any and all documents, and information, which shall include updating the permit, customer, and vehicle record and uploading scanned copies of related correspondence (including uploading photos),. All information shall be attached to all permit-related records immediately, or at a minimum daily, such that it is viewable to anyone on the permit, customer or vehicle record, including searches by permit number, license plate, or customer name.		
1.5003	The system shall support processing manually written citations (Special Services by Contractor), received by the City or by mail, scanning and indexing the citation; creating a citation record in the Citation Management Solution. Contractor must update the citation record, including a copy of the handwritten citation, all relevant information such as citation number, issuing officer, violation, and vehicle license plate, etc. All information shall be recorded in the system immediately, or at a minimum daily, such that it is viewable in the citation record, including searches by citation number, license plate, date, issuing office etc.		
1.5004	Any and all correspondence, applications, requests payments, etc. which require a "next action" step shall automatically be placed in the appropriate workflow queue to be addressed by Contractor or City staff as needed.		
1.5005	The Citation Management Solution should support the same or similar functionality as used by the Contractor to facilitate City staff processing any and all incoming correspondence including permit applications, payment of citation fees and fines, and requests for citation related administrative review or formal hearing by mail and post any related documentation.		
1.5006	Processing services (Special Services by Contractor) for correspondence and payment must include updating the system record status and posting receipt of the correspondence. The system shall take advantage of automated data entry software, which scans and indexes correspondence, and documents the correspondence in related citation and permit records. All correspondence, envelopes, checks etc. must be scanned and posted to the appropriate system record.		
1.5007	The system shall process all payments immediately as per City guidelines.		
1.5008	The system shall produce data processing audit reports including but not limited to batch processing reports, transaction error reports and imaging batch control reports		
1.6000	**Adjudication**		

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1.6001	The adjudication system shall support an integrated, customizable appeals and hearing process for both citations, vehicle impounds and scofflaw immobilizations. The appeals process shall be configurable on the violation and appeal type levels (currently administrative review of contested citations and formal hearing) and communication methods including by in-bound mail, in-person, on-line via web portal and outbound email. The system should have the capability for motorists to also request applications for appeals to be made by email or telephone as determined by the City		
1.6002	The system shall allow motorists to appeal citations, immobilizations, and impounds through various methods, including online via web browser, mobile app, fax, U.S. Mail, or delivery to a customer service center, and provide all related documentation in the same manner		
1.6003	The citation processing system will include a module to enable staff and hearing officers to perform all actions associated with the adjudication of citations.		
1.6004	Motorists approved for an adjudication hearing shall be able to choose a hearing time, from those available, using the web interface, Interactive Voice Response (IVR), by telephone or in person		
1.6005	The system should provide for a video conferencing related solution(s) for hearing examiners in-office, at home teleconferencing, and communicating remotely with constituents at Customer Service locations in accordance with CVC and CA DMV.		
1.6100	**Adjudication System Capabilities**		
1.6101	The system should generate a notice to the customer that their appeal has been received and is on hold pending investigation.		
1.6102	The system should have the ability to configure appeals levels or stages (e.g. informal hearing, first appeal, second appeal, etc.). The City offers currently offers administrative review of contested citations and a formal hearing for appeals, however, the City intends to add an additional category of appeal types.		
1.6103	The system should provide the ability to configure multiple appeal types defined by violation types, boot/tows, accumulation criteria, or custom criteria.		
1.6104	The system should be able to associate multiple citations or boot/tows to single appeals		
1.6105	The system should support adjudicating multiple citations/impounds/immobilizations for the same license plate (e.g., one hearing can result in several citations/impounds/immobilizations for that plate) to be dismissed or managed , without requiring the hearing examiner to update each citation separately.		
1.6106	The system should configure a time limit to appeal a citation and whether payment is required before the appeal.		

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1.6107	The system should allow a motorist to add more evidence/documentation at any point during the appeals process. All information shall be attached to the citation record immediately, such that it is viewable to anyone (with appropriate access rights) who finds the citation record, including searches by citation number, plate, or VIN.		
1.6108	The system should support the ability to scan and index documents by description headers for all received adjudication correspondence, including images of the envelope, as part of the case history.		
1.6109	The system should retain exact electronic copies of all correspondence and documents, including those generated by the system, that can be reviewed and accessed at any time.		
1.6110	The document history shall be saved within the system for future reference; the edit history shall only be available to authorized hearing examiners and supervisors.		
1.6111	The system should support tracking of cases including but not limited to: original citation, immobilization action, or impound report and its supporting photos, officer notes/remarks, information provided by the DMV, stage in the appeals process, citation/immobilization/impound processing history, all activity by initial review and hearing examiners within the adjudication module or component.		
1.6112	Notices should be able to be emailed when an email address is provided and selected as a primary method of communication, otherwise printed for mailing. All email correspondence sent by the system should originate from a "system mailbox," not requiring adjudication staff to use their City email boxes for correspondence regarding an appeal.		
1.6113	Responses from appellants to the "system mailbox" shall be stored with the history of the citation being appealed. Any attachments to the email shall be added to the correspondence on file for the appeal.		
1.6114	The system should generate/print and/or e-mail appeal decisions and/or letters on demand or via a batch process.		
1.6115	The system should display a message if a citation is currently on appeal.		
1.6116	The system should display a visual indicator on records with attachments.		
1.6117	The system should suspend timelines/due dates/escalations while appeals are under investigation.		
1.6118	The system should provide for entering and tracking requests to appeal a citation from within the Citation Management Solution. This intake should include but not limited to the following information: citation number(s) to be included in the appeal, customer name and contact information including email address, Sufficient space to capture the justification (basis for their appeal), Ability to include attachments such as PDF documents or photos,		

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1.6119	The citation processing system should enable staff and hearing officers to perform all actions associated with the adjudication of citations. including but not limited to the following: enter a violator's basis for appeal and subsequent hearing request, suspend further collection action until the hearing is held or a failure to appear, notify the Parking Enforcement Unit for inclusion in the hearing calendar, produce and distribute notifications to appellants, display and print a copy of the citation, reactivate a citation notice due to a violator's failure to appear at adjudication or upon decision of the Court.		
1.6120	The system should provide the ability to sort and view appealed citations by multiple ways including but not limited to type of violation, citation number, issuing officer, license plate, and hearing calendar date		
1.6121	The system should support workflow queues for various stages of appeal processes and automatically post adjudication hearing requests to specific workflow queues to be administered by staff or hearing officers as records are updated.		
1.6122	The system should provide the ability to review a workflow queue containing adjudication hearing and "pull" or hold cases.		
1.6123	Display cases assigned to an examiner in a queue (greyed out), but not allow others to operate on them unless an authorized user transfers the case		
1.6124	The system should recognize "correctable" citations (typically disabled placard and vehicle registration citations) that can be dismissed after proper documentation has been provided, and provide the proper alerts, to avoid going through a full hearing process.		
1.6125	The system should have the ability to automatically pre-evaluate some specific contested citation and make a recommendation. The pre-evaluated citation protests should be placed in a specific workflow queue for approval and on approval send a disposition letter.		
1.6126	The system should have the ability to pre-approve appellants requesting a hearing on-line, automatically verifying payment of all fines and penalties, automatically send the appellant a notice by mail or email with instructions on how to schedule a hearing, and posting the request for a hearing in a specific workflow queue for pending approval of hearing requests.		
1.6127	The system should provide a scheduling calendar to define dockets (hearing date and time), post the calendar on the system and on-line, showing the dockets that are scheduled or unscheduled within a defined date range and facilitate staff or motorists scheduling hearing appointments, which should be automatically posted to the hearing calendar within the adjudication system and online.		
1.6128	The system should generate letters or emails for scheduling of hearings, reminders, "no show" follow-ups, etc.		
1.6129	The system should provide queueing logic that allows ability to view and distribute adjudication workload.		

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1.6130	If a required Parking Control Technician or officer is not available for the scheduled time, the component shall automatically cancel a scheduled hearing, notify appellant and allow the appellant to reschedule the hearing or waive their rights to continue with the hearing.		
1.6131	The system should be able to configure multiple docket types defined by hearing location, whether or not the officer is required to be present, appeal duration, and other criteria including custom criteria.		
1.6132	The system should provide the ability to configure multiple hearing locations defined by valid days of the week/time of day and specific officers who will be available for dockets scheduled for each location.		
1.6133	The system should have the ability to configure a system-wide docket lead time to prevent appeals being scheduled too close to the current date and to prevent a docket from being edited within the lead time.		
1.6134	The system must be capable of determining whether the initial review has not been completed within the suspend period; and then automatically adjusting the suspend date and/or marking on an exception screen and/or report that suspend date has been reached and investigation is still outstanding. .		
1.6135	Cases that have been in an examiner's or hearing officer's workflow queue for a designated period, for example 24 hours or 3 days, without action should trigger an alert to the examiner.		
1.6136	Initial review notes and additional evidence (including results of all investigations) should be attached to the record as they are created.		
1.6137	The system should be able to upload an image at any time		
1.6138	The system should be record audio and/or video of hearings and other activity (such as a motorist at the front counter making a verbal statement).		
1.6139	The system should allow for easy direct access between screens and modules for appeal, docket, citation, boot/tow, customer, vehicle, and receipt records.		
1.6140	The system should be organized such that all related information is an easily accessible on-screen with tabs or modules and have ability to see all of the information aggregated on one screen or simultaneously in multiple views without exiting the screen the user is working on. For example, staff should be able to view workflow queues and pull up related files in the "adjudication view or tab" without having to switch from the workflow queue view or tab to an adjudication view or tab		
1.6141	The system should allow staff to view workflow queues and pull up related files in the "adjudication view or tab" without having to switch from the workflow queue view or tab to an adjudication view or tab		

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1.6142	The system should provide for staff to review or update the case. They should be able to see all related records and uploads (e.g., all data) associated with case—it should not require printing any materials to allow someone to review (only possible exception: if court will not allow electronic submission, then the entire case should be printed at that time, with a single print command). Information shall be sorted, identifiable, and filterable. Draft documents shall be identified as such.		
1.6143	The system capabilities shall include the ability to define fees to be applied when an appeal reaches a given stage.		
1.6144	The system should have the ability to restrict payments for items on appeal so that no payment can be taken for specified boot/tows or citations while they are on appeal.		
1.6145	The system should have the ability to document and transfer fines to the department at fault for an adjudicated mistake.		
1.6146	The system should process refund requests per City guidelines after the hearing examiner has determined the citation/impound/immobilization was in error. The adjudication component shall be able to initiate a refund request for all amounts paid for the citation(s), and for all fees paid for the impound, including the tow fee and storage fees, and/or all fees paid for the immobilization, including the “boot” fee,		
1.6147	The refund request shall itemize the amounts to be refunded and allow the hearing examiner to make corrections, including any additional refund amounts.		
1.6148	The refund request shall include all other relevant information for processing the refund, including but not limited to the respondent’s name and address, associated license plate(s) and VIN(s), impound or immobilization numbers, type of hearing (regular/urgent), and parking permit number), payment dates, payment method and amounts paid.		
1.6149	The hearing examiner shall have the ability to add comments to the refund request and then mark it complete.		
1.6150	When the hearing examiner marks the refund request complete, the system shall assign the refund request to a "refund request" workflow queue for approval and send an email notification to a supervisor. The system should provide for the ability for an authorized reviewer to make any edits, including comments, then approve or reject the request. If rejected, the system sends the refund request back to the hearing examiner for corrections via the hearing examiner's workflow queue. On approval, the request and all documentation to the "refund approved" workflow queue of supervisors and an email sent to accounting staff for review. Accounting staff shall have the ability to make any edits, including comments, then either reject the request (which sends it back to the hearing examiner) or approve the request.		

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1.6151	The system should support extensive written disposition summaries and notes fields (including date of the note, note type, and comments). Disposition summaries should be easy to write and edit, in a similar manner to standard word-processing software.		
1.6152	The system should provide or support a document editor, accessible from the Citation Management Solution, for hearing examiners to document their fact-finding and determinations. The document editor shall provide standard editing functions, including templates, spelling and grammar checks, image pasting, attachments, and text formatting. The editor should facilitate easy insertions of data from citation and adjudication fields. The editing function shall autosave frequently to prevent loss of work.		
1.6153	Message fields should be expandable up to a minimum of 1,000 characters to allow for appeals requiring longer responses		
1.6154	The system should include specific fields and a judgment decision note field which can be incorporated in the automated hearing notification letters generated within the software.		
1.6155	Appeal decisions should contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied, as well as the ability to print this information on letters generated within the software.		
1.6156	The system should generate decision letters and use customizable liability and non-liability reason codes, using a template, but allowing reviewer to add comments/notes.		
1.6157	The system should continue to maintain a record of “no show” letters sent to and received back from constituents who have either already had their case adjudicated or have returned undeliverable correspondence.		
1.6158	When the hearing examiner completes and “submits” the fact finding and decision, it shall be saved and routed to the examiner’s supervisor if required by City for review/edits. The supervisor shall be able to approve the document and edit the document in a manner similar to Microsoft Word and return to the examiner for edits.		
1.6159	If the hearing examiner makes edits to address the supervisor’s comments, then the document shall again be routed to the supervisor. This cycle shall repeat until the supervisor has approved the document.		
1.6160	The system should provide full reporting and statistics for all aspects of the adjudication process.		
1.6161	The system should provide reporting on reasons why citations were dismissed, so the information can be used to guide training, or request changes to signage, street, and curb markings.		
1.6162	The system should provide aging reports of suspends still pending resolution (30, 60, 90, 120, etc. days) are to be included in monthly activity reports		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.6163	Allow ad hoc reporting on all data within the overall system (e.g., including but not limited to citation, permit, LPR, and immobilization/impound data) related to adjudication hearing requests		
1.6164	The system shall maintain statistics , as determined by the City , about Parking Control Technicians' activity which the Initial Review and Adjudication teams may review when researching contested citations.		
1.6165	The system should provide for scheduling of common adjudication-related reports to be distributed on a regular basis as determined by the City.		
1.7000	**Booting and Towing**		
1.7001	The system should ability to track and define scofflaws, vehicles eligible for immobilization or impound (based on criteria provided by City) for excessive parking violations. and automatically download scofflaw information to mobile devices.		
1.7002	The Citation Management Solution must operate seamlessly with the City's third-party scofflaw management and/or any future abandoned auto/impound systems and services and provide an open-source API that allows for integration with other City and third party systems such as financial software, and LPR systems		
1.7003	The system should interact seamlessly with City or external software for managing scofflaw enforcement and provide a process for noting that a vehicle has been immobilized or impounded including notifications on the specific citations for which the vehicle was impounded.		
1.7004	The integration between the City's third-party scofflaw management software and the Citation Management Solution shall allow users with the appropriate access rights to easily "link" directly to the scofflaw management software records related to a specific immobilization and toggle back and forth between the two systems		
1.7005	The Citation Management Solution shall be integrated so as to completely track and timestamp the entire immobilization process in the field from a handheld citation writing device and/or the City's third-party scofflaw management systems field enforcement device, including location, condition of the vehicle, immobilization device applied and its serial number, Traffic Officer who applied immobilization, and citation number.		
1.7006	The system should support and update in real-time user-defined custom fields linked to the City's third-party scofflaw management software for entry of such information as vehicle location, boot ID#, impound code, impound location, release code and person identifying the vehicle.		
1.7007	The Citation Management Solution and enforcement devices should integrate in real-time with the City's third-party scofflaw management software, such that traffic officers may identify scofflaw vehicles and submit immobilization requests.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.7008	The system should have the ability to accurately determine, and display related citation and fine details, and/or generate an exportable or printable report as to how many vehicles are boot-eligible at any time.		
1.7009	The Citation Management Solution should provide direct access to all information and invoices associated with a boot/tow on a single screen. It shall also provide context-sensitive menus to facilitate edits, additions, status changes, payment options, etc.		
1.7010	The system should provide fields for law enforcement related information such as an Oakland Police Department record number incident number.		
1.7011	The system should provide extensive notes field (including date of the note, note type, and comments).		
1.7012	The system should support for the attachment of scanned documentation, digital images, or other electronic items to the record.		
1.7013	The system should support visual indicators on records with attachments.		
1.7014	The system should provide for the addition of an administrative fee for booting.		
1.7015	The system must communicate directly with the City's third-party scofflaw management software system to facilitate real-time notification and data transfer to any customer service center or the on-line web portal such that motorist can pay for the past due citations required and any administrative fees prior to release. The system should have the ability to update the City's third-party scofflaw management software system that all fees have been paid to facilitate the release of the immobilized vehicle		
1.7016	The Citation Management Solution must provide the correct number of boot-eligible citations (and vehicles/registered owners) as defined by the City (not including citations under appeal, on payment plans or otherwise in dispute) at all times including prior to immobilization and the release of the immobilization device.		
1.7017	The system shall have a module that allows customer service center staff to process a booted/towed vehicle, including payment of related citations, facilitating the removal booting device (release code), and legally releasing the booted or towed vehicle to the owner. The module should include the ability to process the return of released immobilization devices by motorists to the customer service center and prevent the processing of or refund related immobilization device deposits		
1.7018	The system should have the ability to update the City's third-party scofflaw management software system, and provide immediate notification to specific email addresses, such as the Oakland Police Department that all fees have been paid to facilitate the release of the immobilized or towed vehicle. The notification should specify the amounts paid and the manner and mode of payment.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
1.7019	The system should accommodate notification by City's third-party scofflaw management software system that the immobilized vehicle's device release period has been exceeded and vehicle is eligible to be towed. All related system records should be updated and the immobilization record posted to a "tow eligible" workflow queue for processing. The City shall have the ability to configure the amount of time prior to expiration, which personnel will be notified, and how they will be notified (within the application, via email, or via text/SMS.		
1.7020	The system must accommodate payments related to release of an impounded vehicle. City staff must be able to review vehicle history records and locate any additional vehicles registered to the same owner, and accurately inform an individual of the amount of the fines that must be paid to release the impounded vehicle, including any amounts owed on other vehicles. Once full payment is received, a release form must be generated. This form is used to gain release of a vehicle at the Oakland Police Depart and the City's impound facility. Invoices and release forms should provide instructions to the customer, including information on the documentation required before a vehicle can be released from impound.		
1.7021	The immobilization device management system shall transmit immobilization information to third-party immobilization self-release vendors, so they may update their systems to reflect the immobilization.		
1.7022	On receipt of notification of an immobilization, the system should be able automatically create a record of the immobilization of a vehicle and post the action to a "immobilization" workflow queue for processing		
1.7023	The Citation Management Solution shall support real-time updates from the City's third-party immobilization software system.		
1.7024	The system should provide for analytical reports and queries on boot-eligible citations, searchable by address and street to increase possibility to locate scofflaw vehicles.		
2.0000	**Parking Permit Management Solution (PMS)**		
2.1000	**Parking Permit Management Software**		
2.1001	The Parking Permit Management Solution, or system, shall support the purchase and management of multiple types of permits, including but not limited to residential and business parking permits for purchase either via mail, an integrated e-commerce portal, accessible via the internet or mobile application, or at a City point-of-sale customer service center.		
2.1002	The PMS should be a cloud-based Software-as-a Service (SaaS) solution with an intuitive, user-friendly interface that is accessible from standard desktop and mobile web browsers, including, but not limited to, Microsoft Internet Explorer, Microsoft Edge, Google Chrome, and Apple Safari. The Customer Portal must be responsive and intuitive in design so it may be used on mobile devices effectively.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1003	The Parking Permit Management Software should be a component of or link to the Citation Management Solution. Consideration will be given to a software/system separate from the Citation Management Solution, which is integrated in such a way that users in either system can toggle back and forth to view and update records in the other system.		
2.1100	**Parking Permit Management Software System Components**		
2.1101	The system shall provide an administration module for the administration of residential, visitor and business parking permits based on vehicle license plates, for on-street parking. Functionality shall include, but not be limited to annual residential permits for single and multi-unit properties and tenants; business permits for business properties for owners and employees, and temporary visitor permits associated with the residential or business permits. Permits should provide for multiple vehicles per permit. Residential, visitor and business parking permit data must directly integrate into enforcement tools in real-time		
2.1102	The system should be configurable to create additional types of residential and business permits for on-street parking such as Preferential Parking Districts, Overnight Parking Districts (OPD), and Oversize Vehicle Parking Districts.		
2.1200	**PMS Capabilities**		
2.1201	The PMS must be reliable and operate with no downtime. Accessible 24 hours per day (except during planned system maintenance and/or upgrades).		
2.1202	The PMS should be able to issue virtual/digital permits based on the vehicle license plates. The system should also have the capability to issue physical temporary permits including hangtags, stickers or printed permits in addition to digital permits, with permit stock to be supplied by the contractor.		
2.1203	The PMS must be flexible in design, leveraging an architecture that allows for modular functions and updates.		
2.1204	The system should provide the ability to issue permit agreements using City contract templates with customer, vehicle and permit data; to be printed and automatically sent by email or mail.		
2.1205	The system shall track permit allotment history and store permitting data, including applications, documents, and notes for a minimum of five (5) years.		
2.1206	The PMS must integrate and update, real-time, all permit-related fields and records in the PMS, all enforcement systems, the Citation Management Solution and e-commerce web portal		
2.1207	The PMS must seamlessly integrate with all City software and any third-party related applications.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1208	The system should provide a permit management module to manage uses, permit types, permit limits, available permits by location, rates and price adjustments.		
2.1209	The system should be configurable to manage the number/limits of available permits per location, zone, address, etc.; including the effect of temporary permits and waiting lists.		
2.1210	The system shall support the creation and management of "master" parking profiles, which control (permit) access, limits, zones, locations, fee structures, and customer profiles.		
2.1211	The system should support the establishment, addition, adjustment and removal of parking districts, zones and rates. The system should be configurable to set up different geographic zones and maps for residential and business parking.		
2.1212	The PMS should support vehicle information, including but not limited to license plate number, type, make, and vehicle identification number.		
2.1213	The PMS should support customer contact information, including multiple addresses, phone numbers, and email addresses;		
2.1214	The system should support unlimited number of user-defined fields including field definitions such as data type (date, flag, character, etc.), field title, length of field, etc.		
2.1215	The PMS should provide for:		
2.1216	Multiple vehicles per customer for residential and business permits		
2.1217	Multiple e-mail address types (work, home, etc.).		
2.1218	Rolling expiration and renewal dates (e.g., daily, weekly, monthly, annually).		
2.1219	Permit lifecycle status such as open, canceled, scheduled, in progress, and complete.		
2.1220	Customer classification (e.g. resident, business owner, staff, visitor, etc.).		
2.1221	Extensive note fields (including the date of the note, note type, and comments).		
2.1222	The system shall support the configuration and tracking of automated work flow (queues) assignments, updated as appropriate by field changes, correspondence received, customer changes, etc. . Workflow assignments should include but not limited to by work category (e.g. application review, renewal, customer protests, rate changes), administrative user, permit type, vehicle and location.		
2.1223	Users should be able to view and manage multiple records per applicant, including complete permit history.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1224	The system should support customizable, with permission-based user groups for different levels of access and ability based on the users' roles and responsibilities.		
2.1225	The system should provide the ability to set limits for residential, business and visitor permits		
2.1226			
2.1227	The system should identify potential duplicate customer records, and the option to merge the duplicate records into one.		
2.1228	The system should pre-approve or pre-deny parking permit applications automatically based on geographical location (address validation) and other City-determined factors, and be configurable to automatically update the application status or assign such applications to a "pre-approval, pre-rejection workflow queue for final processing		
2.1229	The system should record a permit's effective, issuance, and expiration dates.		
2.1230	The system shall allow users to apply and submit documentation, renew, cancel, change, and pay for permits online.		
2.1231	The system should support varying exception permit processes and quantity limitations by a designated time period for all permit types.		
2.1232	The PMS should have the ability to approve or deny permits and track permit requests, history, and correspondence		
2.1233	The PMS should provide the:		
2.1234	Ability to link permits to a property, location, customer group and/or a vehicle		
2.1235	Ability to view and report permit vehicle counts for each customer, customer group, zone, address, parking space and sub-area.		
2.1236	Ability to assign VIP status to a vehicle.		
2.1237	Ability to track prior permits.		
2.1238	Ability to add additional permit types, as necessary.		
2.1239	Ability to restrict or allow multiple permit purchases for the same plate number based on City rules.		
2.1240	Ability to attach scanned documentation, digital images, or other electronic items to a record. (for example a permit application or permit) from both the administrative module and online customer interface, and display a visual indicator on records with attachments.		
2.1241			
2.1242	Ability to establish special discounts and billing for group members		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1243	Ability to cancel; return and resell a permit.		
2.1244	Ability to add new valid addresses and define specific addresses as invalid.		
2.1245	Ability to add customers to multiple waitlists and view waitlist positions.		
2.1246	Ability to register and link multiple vehicles to a customer or permit		
2.1247	Ability to register and link multiple permits to a customer or vehicle		
2.1248	Ability to monitor the number of permit applications that have been approved, been rejected, or that are in pending status.		
2.1249	Ability to restrict the number of permits a customer can purchase.		
2.1250	Ability to view pending permit applications and documents attached to permit applications.		
2.1251	Ability to cancel a permit.		
2.1252	Ability to print permits (including barcodes and graphics).		
2.1253	Ability to create temporary permits		
2.1254	Ability to search for all permits that are associated with a particular facility, permit type, , vehicle, property, address, customer or license plate.		
2.1255	Ability to override of permit limits		
2.1256	The system should provide the ability to view and update all activity associated with a permit from a single screen, including:		
2.1257	Customers and end date of customer/permit relationship		
2.1258	Vehicles		
2.1259	Valid locations for parking		
2.1260	Associated properties		
2.1261	Related financial transactions		
2.1262	They system should update handheld enforcement devices for permit changes by next calendar day.		
2.1263	The system should support a detailed audit trail for activity related to the permit record		
2.1264	The parking system shall support a process of automatically replacing all permits or permit types on a regular interval.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1265	The on-line permit portal/ system should provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.		
2.1266	A copy of the correspondence should be available in the permit record history		
2.1267	Staff should be able to view deactivated permits and account history		
2.1268	The system should verify, correct, autofill, and standardize address entries.		
2.1269	The PMS should provide the ability to clone groups or types of permits along with business logic/rules such as limitations of sale, pricing, valid locations for use, valid customer classifications for purchase, etc.		
2.1270	The system must have the ability to send bulk correspondence and notifications by email, text and mail.		
2.1271	The permit management solution should track "chain of custody" or workflow process for each permit		
2.1272	The software shall the ability to provide a detailed audit trail of parking activity related to the vehicle, customer and related permit record including all user activity within the software.		
2.1400	**Notices and Correspondence**		
2.1401	The PMS system should the capability for Contractor and staff to send customized and standard template letters by mail, text or email. The permit and customer record should be updated to include a record of and an actual copy of any text, email or hard-copy correspondence being sent.		
2.1402	Ability to send permit renewal and cancellation notices individually or by batch; sent automatically by text message, mail and email or all three formats		
2.1403	The PMS system should provide the:		
2.1404	Ability to send a customer group or individual text, e-mail or documents (by mail) correspondence directly to a customer from the customer record and to save the message or document in the customer or permit history.		
2.1405	Ability to print a text message, mail and/or email correspondence/letters to permit holders.		
2.1406	Ability to automatically (or manually) generate and print permit renewal letters while maintaining an audit trail within the application.		
2.1407	Permit applications made by mail should be processed by Contractor (Special Services by Contractor), in a similar manner as paying fines for or contesting a citation. The system and data fields should be updated with the permit application and the application placed in a "permit" workflow queue for staff approval		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1408	All outgoing correspondence sent by mail should be sent by the Contractor providing correspondence services. Customer records should be updated to include record of a notice, invoice, letter or permit being sent.		
2.1500	**PMS Payment and Accounting**		
2.1501	The system should be configurable to support of a variable rate fee structure based on parking permit type including prorations as approved by the City including but not limited to a tiered rate structure for permits and prorated pricing if purchased at different times of the year; and ability to institute a different tiered rate structure for different permits.		
2.1502	The system should provide direct access to financial information related to the permit including permit account balance, payments, adjustments, additional fees, refunds, etc.		
2.1503	The PMS must be able to configure a renewal grace period and control the number of days granted to customers before their permit is deactivated if payment has not been received		
2.1504	The PMS must be able to track the payment history over the entire life of the permit, including all of the renewal payments.		
2.1505	The system should link unpaid outstanding citations or invoices to permit applications and deny approval until citations are paid. A visual indicator should alert the user of unpaid citations or invoices, and/or scofflaw designation		
2.1506	The system must have the ability to prorate permit sales/returns automatically; calculating value based on City-defined rules (e.g. weekly, monthly, daily, etc.).		
2.1507	The PMS should support the ability to make monetary adjustments and charge administrative processing fees for missed renewal, late payments etc.		
2.1508	The PMS must be flexible and be able to perform various financial related adjustments such as the ability to turn on a "Do Not Accept Checks" feature associated with the customer		
2.1509	The system must provide the ability for customers to automatically renew parking and business permits and charge the payment to their credit card on file.		
2.1510	Customers must be able to purchase and pay for permits at Customer Service Centers (City Point-of-Sale facility). Cashiers at a Customer Service Center should have all the capabilities necessary for researching, approving and issuing any and all permits.		
2.1601	The PMS shall provide standard and ad-hoc reports on all data fields from within the system, perform custom report lookups, and run reconciliations. Standard reports should be able to be scheduled and emailed to define recipients.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
2.1602	The PMS shall support query-based management of permit, contract, vehicle, location relationships, and create ad-hoc reports on all data fields from within the system, perform custom report lookups, and run reconciliations		
2.1603	The system must provide the ability to query for multiple permits and types of permits; query by name, license plate, and zone; query by permit number, permit holder name, account number, permit type, license plate number and permits associated with a particular property. Items returned in search shall be accessible by clicking on search results to open. User shall not be required to exit to a search function and be able to open items separately.		
2.1604	The system database and physical system security must be maintained in such a way as to provide complete confidentiality and protection from unwanted access.		
2.1605	The PMS must be auditable by internal and external applications and users to ensure transparency and accuracy.		
2.1606	The system should track and provide for the review of all user activity within the software.		
2.1607	The system should be able to auto renew permits and automatically charge the credit card on file		
3.0000	**Customer Service Facilities**		
3.1000	**Customer Service Center Module (in-person transactions)**		
3.1001	The CMS and PMSs should provide a comprehensive customer service center module that allows City staff to process and manage motorists' citation, immobilization/tow and permit related transactions, and make related inquiries, in-person. It must provide a convenient way for customers to pay and appeal citations, purchase permits, and manage their accounts.		
3.1002	The customer service center module must be a component of Parking and Citation Management Software and have the capability to connect in real-time to the City's Point of Sale (POS) system and Oracle database. The system should be able to act as the Point of Sale for any external system, maintaining records of the sale, issuing receipts, and recording payments. The Contractor should be prepared to provide and support any and all services related to a customer service center for in-person citation and permit-related transactions should the City elect to not use its internal POS.		
3.1003	The customer service center module shall provide for staff to find citations and receive payment for all fees and fines related to citations (and immobilizations) for which a customer is responsible, contest citations, request a formal hearing and schedule a hearing from the customer service center module or by direct link (without exiting the transaction). The system should provide for a history of all related transactions and activities.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
3.1004	The customer service center module shall fully address all aspects of permit sales including applying for, renewing, canceling, pausing a permit, registering on a waitlist, updating customer or vehicle information, uploading documents and viewing a complete history of permit-related transactions and activities		
3.1005	The customer service center module and application services shall provide a group of procedures and views that can be called from an outside system that is logged into an Oracle parking database.		
3.1006	The customer service center module shall support the posting of payments for citations, permits, boot/tow related fees, appeal/hearing fees and NSF and other related penalty fees,		
3.1007	The customer service center module shall display all pertinent information related to the customer's inquiry or transaction such as fees, charges, and eligibility. information		
3.1008	The customer service center module shall facilitate the scanning of documents, photographs, and other documentary evidence to be uploaded to the pertinent record citation or permit as the case may be.		
3.1009	The customer service center module shall provide real-time details pertaining to billing and payments, including but not limited to card on file, amounts paid, and amounts outstanding.		
3.1010	The customer service center module l shall provide an easy-to-use environment to allow City staff to easily access and use the tools to input, display, manipulate, export, or analyze information.		
3.1011	The customer service center module shall provide the capability to print pertinent information such lists of outstanding citations, permits, customer history and receipts and invoices		
3.1012	The customer service center module shall be capable of easily updating the citation and permit-related records in the system and adding records to the appropriate workflow queue required for further processing. The customer service center module should link to the Citation Management Solution or Oracle database without exiting the current transaction in the customer service center module and be able to toggle back and forth between the two systems		
3.1013	The customer service center module's payment processing components shall comply with all City requirements including but not limited to a PCI Secure Software Standard validated credit card solution.		
3.1014	The customer service center module must support a direct integration between the CMS and PMSs, a third-party scofflaw system, and the City's POS and Oracle databases without exiting the current transaction in the customer service center module and be able to toggle back and forth between the systems.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
3.1015	The customer service center module shall facilitate secure payment in multiple manners including but not limited to credit cards such as AMEX, VISA and MasterCard, cash, check, Apple Pay, Google Pay, PayPal, Venmo, Zelle. and invoice to an third party (e.g. for a corporate parking permit) or City department		
3.1016	The customer service center module shall support a bar code reader, receipt printer, and electronic cash drawer to be attached to a standard PC workstation thus creating a true, full-function cash management system.		
3.1017	The customer service center module shall allow for direct posting to the proper financial account(s) and complete convenient access to virtually any information in the system without leaving the cash management module.		
3.1018	The customer service center module application will provide standard accounting functions including, but not limited to: payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen		
3.1019	The customer service center module's reconciliation process should be capable of all necessary reconciliation functions such as balancing of monies received to a report that is automatically generated listing the totals, a separate deposit preparation report for each cashier, and the ability to research and resolve all cash overages and shortages within 24 hours of deposit.		
3.1020	The customer service center module should provide a the ability to print a payment receipt, in a form acceptable to the City, which will provide the payor with an easily recognizable record (transaction number) to be used as proof of payment in disputes. The receipt must display all citations and/or permits paid, the total amount paid, the amount tendered, and any change given, the license plate, the name or ID of the staff processing the payment, and the time and date payment was made. The module must provide a clear auditable record of payments received. The audit trail must include citation or permit number, payment date and time, payment amount, payment method, and the name or ID of the staff member that accepted payment and made the entry.		
3.1021	The customer service center module must support a check scanner and a journal printer to facilitate daily balancing and audit of all payment transactions received and processed.		
3.1022	The customer service center module should provide easy integration with existing and future citation and parking management systems, and online City web portals.		
3.1023	The customer service center module shall provide City staff with reporting functions and tools needed to analyze, and export data.		
3.2000	**Cashiering and Point-of-Sale Solution**		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
3.2001	All payment systems must be integrated with the Citation Management Solution and the Permit Management System and be able to be connected in real-time to the City's Point-of-Sale (POS) system and Oracle database. Because of the complexity of citation and permit-related transactions and the need for point-of-sale functionality to be integrated with the Citation Management Solution, the City may elect to rely on the Contractor for cashiering and point-of-sale functionality. The Citation Management Solution functionality should be able to act as the Point of Sale system, processing payments, maintaining records of the sale, issuing receipts, and recording payments. The Contractor should be prepared to provide and support any and all services related to a cashiering functions for in-person citation and permit-related transactions should the City elect to not use its own internal POS.		
3.2002	If the City elects to not supply its own Point of Sale (POS) system and cashiering functionality, the respondent's system shall include the ability to create a full-function point of sale and cash management system, using a standard PC workstation. It shall provide direct, web-based access to cash drawer management.		
3.2003	Specifically, the cash management module shall include the:		
3.2004	Ability to track all transactions by cashier regardless of cash drawer used.		
3.2005	Ability to accept and post both payments in full and partial payments as well as apply credits from an existing customer balance.		
3.2006	Ability to post shortages to specific GL accounts.		
3.2007	Ability to write-off balance of citation during acceptance of payment. This function shall be restricted to authorized users and the maximum authorized write-off amount shall be variable based on an individual user's access profile.		
3.2008	Ability to calculate multiple definable tax rates using four different tax calculations: flat rate, percentage with common rounding, percentage with rounding up to the nearest penny, and percentage with "round-to-even".		
3.2009	Ability to enter payments before citation information has been imported from mobile devices and have the information automatically updated when the citation is later uploaded from the device.		
3.2010	The cash management software shall allow a bar code reader, receipt printer, scanner, and electronic cash drawer to be attached to a standard PC workstation thus creating a true, full-function cash management system.		
3.2011	Contractor must provide a check endorsement printer and a journal printer to facilitate daily balancing and audit of all payment transactions received and processed.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
3.2012	The software shall allow for direct posting to the proper financial account(s) and complete convenient access to virtually any information in the system without leaving the cash management module.		
3.2013	The system should facilitate optional fields for check number, credit card number, authorization number, or expiration date.		
3.2014	The system should have the capability to mark NSF check receipts, add associated fees, send customer defined standard NSF check notifications and have the option to activate the "Do Not Accept Checks" feature in one easy process.		
3.2015	The point-of-sale system shall provide complete drawer close-out process with detailed reconciliation report for both in-office and cashier station cash drawers per City guidelines. The software shall provide direct, Web-based access to cash drawer management and status information.		
4.0000	**e-Commerce Solution**		
4.1000	**Citation and Parking Permit Portal(s)**		
4.1001	The Citation Management Solution should support a comprehensive e-commerce Citation and Permit Portal(s) that allows customers to conduct citation and permit related transactions and make related customer inquiries online using any computer or mobile device. It must provide a convenient way for customers to pay and appeal citations, purchase permits, and manage their accounts.		
4.1002	The system shall provide a comprehensive e-commerce Citation and Permit Portal(s) that allows customers to manage their parking and citation-related needs from any computer or mobile device. It must provide a convenient way for customers to purchase permits, and manage their accounts. The system shall provide a seamless user experience while reducing complexity and increasing staff efficiency.		
4.1003	The e-commerce Citation and Permit Portal(s) must be connected in real-time to the City's Citation Management Solution, Permit Management Solution, the City's credit card gateway, and Oracle database.		
4.1004	Any actions taken or messages received through the Citation and Permit Portal(s) must posted to the CMS or PMS to the related citation, permit, vehicle and customer records and enforcement systems; and be responded to in accordance with CMS and PMS procedures mutually established with the City.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
4.1005	The e-commerce Citation and Permit Portal(s) must be a browser-agnostic, "software as a service" ("SaaS") solution accessible through all major web browsers, including, but not limited to, all current versions of Microsoft Internet Explorer, Microsoft Edge, Apple Safari, and Google Chrome.		
4.1006	The e-commerce Citation and Permit Portal(s) must be mobile friendly, meaning the Citation and Permit Portal(s) should adjust to the mobile phone screens and shall work with mobile devices such as Apple iPads and smartphones/mobile phones.		
4.1007	The Citation and Permit Portal(s) shall display pertinent information — for members of the public — such as fees, charges, information about paying in person, online, and by mail with the corresponding convenience fees, if any, and shall include pertinent links and access to other systems in the ecosystem.		
4.1008	The Citation and Permit Portal(s) shall provide for self-registration and the setting up or updating of confidential user accounts with a history of transactions, payments, activities and related documentation.		
4.1009	The Citation and Permit Portal(s) shall be capable of accepting and processing secure online payments for members of the public using various methods, including major credit cards and debit cards.		
4.1010	The Citation and Permit Portal(s) should provide a vendor-hosted solution for receiving and processing financial transactions through an e-commerce facility and/or immediate seamless referral to a City-hosted payment processing solutions for citation and permit related payments		
4.1011	The Citation and Permit Portal(s) may be separate platforms, but the Citation and Permit Portal(s)(s) should be formatted to look like the existing City website and be searchable similar to other City government functions and websites		
4.1012	The Citation and Permit Citation and Permit Portal(s)(s) should provide for multiple languages on the customer website (at least English and Spanish).		
4.1013	The system should provide the capability to upload a "Frequently Asked Questions" (FAQ) page for help with the permit application process.		
4.1100	**Citation Portal**		
4.1101	The Citation Portal shall provide for a customer to find citations and pay any or all fees and fines related to citations (and immobilizations), contest citations, request a formal hearing, and schedule a hearing from the Citation Portal. All transactions should update the citation record in real time, and be posted to the appropriate workflow queue for further action by staff. Updated transactions should be immediately viewable in the system including searches by citation number,		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
	license plate, or VIN. The system should provide for a history of citation-related transactions and activities.		
4.1102	The Citation Portal shall provide for a customer to update contact information and to prioritize correspondence preferences (email, mailing addresses)		
4.1103	The Citation Portal shall provide for a customer to upload documents, photographs, and other documentary evidence to be attached to the pertinent citation or permit record.		
4.1104	The Citation Portal should provide for a history of citation related transactions and activities to customers with the appropriate access rights.		
4.1105	When contesting a citation or requesting a hearing online, a motorist should be prompted and able to upload all related information, including photos, documents, etc. All information shall be attached to the citation record immediately.		
4.1106	If a motorist is found liable as a result of an initial administrative review, they shall have the ability to pay all related fees and fines, and request an adjudication hearing on-line, which shall be posted to the citation record and hearing records in real-time.		
4.1107	If a request for a hearing has been approved a citizen should have the ability to schedule, cancel, and reschedule the date and time for a hearing on an access-controlled calendar.		
4.1108	The system should provide the ability for a motorist to apply on-line for a waiver of payment of fees and penalties in advance of scheduling a hearing based on City defined reasons. Such a request will be placed in a workflow queue for pending approval for hearing requests.		
4.1200	**Permit Portal**		
4.1201	The Citation and Permit Portal shall fully address all aspects of permit sales including applying for, renewing, canceling, pausing a permit, registering on a waitlist, updating customer or vehicle information, uploading documents and viewing a complete history of permit related transactions and activities. The Citation and Permit Portal(s) should contain, all necessary information on parking permits including permit types, pricing, eligibility, and display all parking districts or zones for all types of permits by location on an electronic map.		
4.1202	The on-line portal should provide for users to:		

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4.1203	Submit permit applications		
4.1204	Pay for applicable permit application fees online and designate approved permits to auto-renew and charge payment to a credit card on file.		
4.1205	Define address types (home, work, school, etc.) and to prioritize correspondence preferences (email, mailing addresses)		
4.1206	Update, cancel, postpone, renew and apply for additional permits on-line		
4.1207	Upload documents, photographs, and other documentary evidence to be attached to the pertinent citation or permit record.		
4.1208	Save partially completed applications for completion at a later time.		
4.1209	Display current charges and dispute charges.		
4.1210	View Account History		
4.1211	Contact permit administrators (send a message)		
4.1212	Print or export information to standard software formats including a copy of a permit or receipt.		
4.1213	Access to parking agreements and account profile information online.		
4.1214	The system should provide for administrative staff to configure the e-commerce permit portal to add or delete fields, or require the completion of custom fields.		
4.1215	Find and edit personal account summary information including all permits, vehicles, and contact information.		
4.1216	The Citation and Permit Portal(s) shall be capable of automatically updating the citation and permit related records in the system and adding updates to the records to the appropriate workflow queue required for further processing in real-time.		
4.1217	The Customer Citation and Permit Portal(s) shall provide real-time details pertaining to billing and payments, including but not limited to card on file, amounts paid, and amounts outstanding.		

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4.1218	The Citation and Permit Portal(s) services will provide standard accounting functions including, but not limited to: payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen		
4.1219	The Customer Citation and Permit Portal(s) shall provide the capability to print pertinent information such as receipts.		
4.1220	The Citation and Permit Portal(s) should provide for City administrators to create or take down global messages such as a system down banner or notification of the office being closed on particular day		
4.1221	All internet services shall be capable of operating over a secure network connection, including SSL.		
4.1222	The Citation and Permit Portal(s) services shall include support for insert/update activities to City-defined custom data fields in the system.		
4.1223	The Citation and Permit Portal(s) shall be capable of supporting at least 5,000 concurrent users — without any degradation in system performance.		
4.1224	The Citation and Permit Portal(s) must be scalable and accommodate — without any degradation in system performance — an increase in the pool of users and any and all increases in the City's real-time and batched transactions related to parking citations, enforcement and permits.		
4.1225	Citation and Permit Portal(s) shall provide City staff with reporting functions and tools needed to analyze, and export data.		
4.1226	The Citation and Permit Portal(s) shall provide an easy-to-use environment to allow City staff to easily access and use the tools to input, display, manipulate, export, or analyze information.		
4.1227	The Citation and Permit Portal(s) shall offer web services functions to allow external programs access to system features. Web services implementation shall be non-proprietary and include WSDL.		
4.1228	The e-commerce Citation and Permit Portal(s) solution shall be easily maintained using a 'dashboard'-like administrative console.		
4.1229	The Citation and Permit Portal(s) should provide easy integration with existing and future citation and parking management systems, online Citation and Permit Portal(s)s, City web specifications and mobile systems.		
4.1230	The Citation and Permit Portal(s) services will provide a complete audit trail.		

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4.1231	The e-commerce application services of Citation and Permit Portal(s) solution shall include a PCI Secure Software Standard validated credit card solution.		
4.1232	The e-commerce application services of Citation and Permit Portal(s) solution shall not use ActiveX®, Silverlight®, Adobe® Flash®, or Java™.		
4.1233	The e-commerce application services of Citation and Permit Portal(s) solution shall not require browsers to display XML documents.		
4.1234	The e-commerce application services of Citation and Permit Portal(s) solution shall support the UserWay AI-Powered Widget for ADA Section 508 compliance.		
4.1235	The e-commerce application services of Citation and Permit Portal(s) solution shall support Google reCAPTCHA to block bot-driven transactions.		
4.1236	The e-commerce application services of Citation and Permit Portal(s) solution shall not utilize cookies to store any information other than user and session information via application web servers.		
4.1237	The e-commerce application services of Citation and Permit Portal(s) solution shall support expiration of cookies at end of session by logging off the application and closing the browser.		
4.1238	The system should provide for administrative staff to configure the e-commerce Citation and Permit Portal(s) to add or delete fields, or require the completion of custom fields from the permit record as part of the permit sale process.		
4.1239	The Citation and Permit Portal(s) and application services shall provide a group of procedures and views that can be called from an outside system that is logged into an Oracle parking database.		
4.1240	The vendor shall offer consulting services, if needed, to help guide the on-line Citation and Permit Portal(s) implementation process.		
5.0000	**Telephone System**		
5.1000	**Interactive Voice Response and Auto-attendant**		
5.1001	The Citation Management Solution shall include an auto-attendant (call routing) telephone system and real-time Interactive Voice Response (IVR) system for specific citation and administrative hearing transactions. The telephone system must automatically assist customers with citation inquiries (such as "balance due"), payment of parking citations and scheduling administrative hearings. The auto-attendant system must provide call routing as directed by the City to citation related City services, such as customer service staff (Parking & Mobility Assistance Center) and off-site vendor services, such as collections services.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
5.1002	The City has its own telephone system (MITEL), which includes auto-attendant functionality. Should the City elect to not use its own telephone system (MITEL) for auto-attendant functionality, the Contractor should be prepared to provide (and price separately) an auto-attendant (call routing) telephone technology that facilitates call routing to citation-related services and off-site vendor services.		
5.1003	The Citation Management Solution shall provide Interactive Voice Response (IVR) telephone technology that facilitates customers making payments for citation related fines and fees (including immobilizations), and a scheduling a formal adjudication hearings from the hearing calendar by interacting with the automated telephone system.		
5.1004	Customers calling into the IVR system should be guided through a series of prompts to enter a citation number or vehicle license plate number for either payment or scheduling an administrative hearing. The system should provide for a history of citation related transactions and activities. The IVR system should interact with the Citation Management Solution to validate the information entered by the customer and present them with the balance on their account or possible hearing times and dates available if they have been authorized (paid all citation related fines and fees in full). Customers should be able to enter their credit card information to pay balances due. The payment should be authorized in real-time by connecting to the credit card processor. The customer receives a verbal confirmation of payment or a scheduled hearing, and if they choose to, the system should send a text message to their mobile phone with a written confirmation.		
5.1005	The IVR system must integrate with the Citation Management Solution and provide a caller the most current, up-to-date information and update the Citation Management Solution in real-time should a transaction be processed..		
5.1006	The system should be available 24/7, 365 days per year or as directed by the City		
5.1007	The IVR system should be in a menu-driven format that allows customers to return to the main menu for information on other topics and to access a live Parking & Mobility Assistance Center service agent during normal customer call center hours of operation.		
5.1008	The system should accept voice and touch-phone keypad selection input from the caller and provide appropriate information in the form of voice answers, text message or connection to a live Parking & Mobility Assistance Center service agent (during normal business hours).		
5.1009	The system should facilitate payment of multiple citations and allow customers to return to prior menus so that more than one transaction can be completed.		
5.1010	The IVR system should support additional functions that the City does not currently take advantage of such as the ability for customers to leave a message, receive a callback without losing their place in the queue, or receive a scheduled call back, etc.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
5.1011	The IVR system must support customizable call routing and call scripts.		
5.1012	The IVR system should be easy to navigate, intuitive and customer friendly.		
5.1013	The auto-attendant and IVR systems should facilitate City staff changing call routing and IVR menus as needed		
5.1014	The IVR system must provide for communication in languages other than English, including Spanish.		
5.1015	The IVR system should facilitate access to deaf or hearing-impaired persons.		
5.1016	The IVR system must be easy to change due to circumstances such as emergency office closings, special events, or other circumstances.		
5.1017	The IVR system should facilitate payment options by credit card including Visa, American Express, Master Card, and Discover Card. The payment processing vendor must be a certified credit card processor, meeting City requirements including Cardholder Information Security Program (CISP) and PCI compliance. All credit card payments must be posted to the Citation Management Solution and merchant account immediately, in real time.		
5.1018	The system should have the ability to charge a payment processing fee.		
5.1019	The systems will monitor and report data to the City, including but not limited to: number and types of IVR calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and number of IVR calls handled by specific language, etc.		
5.1020	The IVR telephone system must automatically provide the following data and reports to the City including: total number of incoming calls, total number of calls processed, total number of calls handled by the IVR, total number of calls handled by customer service representative, total number of calls disconnected by the caller, total number of busy calls, and average wait-time per call.		
5.1021	The IVR system shall support a procedure for the random monitoring of phone calls to check the information and instructions given out by Contractor's staff for accuracy. Audit reports are to be provided to the City.		
6.0000	**Payment**		
6.1000	**Payment methods**		
6.1001	The Citation Management Solution shall support user payment methods per City guidelines and the payment venue such as cash, check, payroll deduction, credit card, interdepartmental check, ACH withdrawals, Apple Pay, Google Pay, PayPal, Venmo, Zelle. and invoice. The system shall accept multiple credit cards including but not limited to AMEX, VISA and MasterCard.		

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6.1002	The system should facilitate third party sales (e.g. an individual purchases a permit but the bill for the permit is directed to a third party or an individual purchases a value permit that is to be billed to a third party each time it is used).		
6.1003	The system shall support the posting of payments for the following: citations fines and penalties, permit fees, boot/tow related fees, appeal/hearing fees and NSF and other related penalty fees		
6.1004	The credit card solution shall offer a custom processor option, enabling integration with 'in-house' payment cards.		
6.1005	All components of the overall system shall allow payments through ACH withdrawals by allowing motorists to provide bank account information and electronically sign to authorize the payment(s).		
6.1006	For certain activities that require recurring payments, including but not limited to permits and various payment plans, the appropriate components of the overall system shall provide “card on file” functionality.		
6.1007	All components of the overall system must be able to process payments made by credit or debit card through the Contractor or the City’s current bank vendor if the City so chooses.		
6.1008	The system should provide for "pay-by-phone" payment by credit card of citations fees and fines via an Integrated Voice Recognition system (IVR)		
6.1009	All net credit card/debit card proceeds shall be deposited into the City’s merchant account, and shall be available to the City the first business day following the date of the transaction. All components of the overall system shall allow the City to change its merchant bank and associated processor at any time.		
6.1010	Contractor shall process refunds for payments made via credit or debit card, by crediting to the card used for the payment. Contractor shall implement an automated procedure to track the requests and obtain necessary approvals and shall only issue the refund once the approvals have been completed.		
6.1011	Refunds for payments made via cash or check require a request to City Accounting. Contractor shall implement an automated procedure to track the requests, obtain necessary approvals, and upload approved requests in a batch to Accounting.		
6.1012	Contractor’s audit procedures and reporting shall account for every refund requested by any component of the system.		
6.1013	Contractor shall send correspondence to the concerned party advising of the consequences and penalties applied because of the returned check transaction.		
6.1014	In the event of a returned check, Contractor shall update the citation information on the citation database and resume normal noticing and processing of the citation.		

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6.1015	All transactions must be updated to the current components of the system, as they occur, in an on-line real time mode.		
6.1016	The system should provide the capability to continue accepting citation payments during times when data communication lines are temporarily inoperative. Any payments processed during a period of communications downtime shall be transferred to the processing database once communications are restored, within the time limits set forth in the performance standards.		
6.1017	The payment system application will provide standard accounting functions including, but not limited to: payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen		
6.1018	The system shall have the ability to print receipts, and reprint receipts, in a variety of formats to a variety of printers, including point of sale receipt printers.		
6.1019	The system shall have the ability to scan a bar code printed on sale items into various fields to facilitate rapid data entry and lookup at point of sale.		
6.1020	The system shall have the support extensive “notes” field on each register tape (e.g. to indicate why there are discrepancies between the expected balance and the actual balance).		
6.1021	The system shall support printing receipts that clearly identify individual transactions and/or items purchased, including citations paid and permits purchased. Receipts must display the permit, or all citations paid, the total amount paid, the amount tendered and any change given, the license plate, the name or ID of the staff processing the payment, and the time and date payment was made.		
6.1022	All components of the overall system must permit the input of financial adjustment transactions, such as, but not limited to, returned checks or refunds. Adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a citation, and reopening a citation.		
6.1023	All components of the payment system should generate appropriate notification letters which are automatically sent to the appropriate party advising of any actions.		
6.1024	The system must provide full data captured for every payment processed by any component of the overall system, including but not limited to payment amount, source (mail, in-person, pay-by-phone, pay-by-web, DMV, FTB, etc.), method of payment (cash, check, money order, credit card, etc.), payment processing date, original fine amount, penalties, total paid.		
6.1025	The overall system must provide a clear auditable record of payments received. The audit trail must include citation or permit number, payment date and time, payment amount, payment method, and the name or ID of the staff member that accepted payment and made the entry.		

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6.1026	Contractor's staff must research overpayments and payments applied in error, perform the necessary financial adjustments, transfer paid amounts between two citations if required, and provide for refunds in accordance with State law or City policy. An audit trail must be created to record these transactions.		
6.2000	**Credit Card Processing (technical requirements)**		
6.2001	The credit card solution must be compliant with the PCI Secure Software Standard, certification as a Level 1 Service Provider, and the credit card solution shall be listed as a validated payment application on the PCI Security Standards Council website.		
6.2002	All payment applications and solutions involved with the transfer, process or storage of card data must be PA-DSS certified and it is strongly recommended to be installed by a Qualified Installer and Reseller (QIR).		
6.2003	The e-commerce Citation and Permit Portal(s) must be a fully certified PCI P2PE solution. All POI devices must be EMV capable.		
6.2004	Offerors should also include documentation of quarterly internal and external vulnerability scans for applicable credit card data environments.		
6.2005	External or Endpoint scans must be completed by an Approved Scanning Vendor ("ASV").		
6.2006	The credit card solution shall be compatible with commonly used internet payment gateways.		
7.0000	**Report Generation**		
7.0001	The Citation Management Solution must provide comprehensive, detailed, accurate, scheduled and ad hoc, management, financial, operational and other reports for City management. Reports should be available from within the Citation Management Solution and any report generation tool, in real-time. The City may revise and/or expand any or all reports to adjust to changes in reporting needs of the City and may also request additional reports at no additional costs to the City.		
7.0002	The City has designed a report structure for monthly and annual reporting, which is used to effectively monitor, assess, and improve the operational performance of the City's parking and citation management program. At a minimum, the reporting tools and system must be able to replicate the current report structure for the City's parking and Citation Management Solutions. These reports must be available to the City no later than 60 days after the signing of the contract. Any of these reports may be substituted by Contractor's own report with the approval of the City.		

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7.0003	The Citation Management Solution shall provide an on-demand reporting tool for all permit, enforcement, and citation-related data, with access to real-time or near real-time production data, on any and all data fields for any date range. The reporting system must have ad hoc report generation capability, which will allow selected City staff to create desktop reports by querying the database of parking permits or citation information. The validity of the information presented in all reports must be correct. All potential reporting errors will be addressed and corrected as soon as possible.		
7.0004	Basic features of the reporting tool must include an initial set of commonly used reports for immediate use. The reporting tool(s) must facilitate creating custom reports from scratch or supplied templates, and have the ability to create electronic versions of reports, download and print reports, and export data to PDF files and MS Excel or similar programs used for storing, organizing and manipulating data for analysis and projection purposes. The reporting system should establish a centralized, on-line, ad hoc reporting server and database of standard reports, report templates, and stored reports.		
7.0005	The reporting system shall include a repository of reports that have been generated previously, enabling users to sort the reports, view the report details, and e-mail individual reports to additional recipients. Reports shall be grouped into categories so as to simplify finding and selecting reports. The system shall be capable of generating reports from dashboard 'widgets.'		
7.0006	The reporting system shall support the scheduling of reports to automatically run at a desired time or on a desired schedule, available from within the Citation Management Solution and sent to designated e-mail recipients. The details of scheduled reports, including e-mail recipient, shall be editable after scheduling.		
7.0007	The reporting tools and system must be able to provide timely modification and enhancements that may include changes to the existing formats and content of the reports, at no additional cost to the City.		
7.0008	The reporting system must support the ability to print or save reports onto designated storage media or cloud storage (such as MS OneDrive or Google Drive) for future use.		
7.0009	The Citation Management or reporting system shall include a database dictionary which describes each data field in the ad hoc reporting database by listing field names and their corresponding textual descriptions.		
7.0010	The reporting tools and system shall deliver a monthly report on all activities within the scope of the contract in a format approved by the City.		

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7.0011	The reporting tools and system shall prepare a report at the end of each Fiscal Year, in accordance with CVC Section 40200.3(b) setting forth the number of cases processed, and all financial and/or citation payments received and distributed, along with any other information that may be required by the issuing agency. This report is public record and shall be delivered to each issuing agency at the end of each fiscal year. If the City requests, the Contractor shall hire an independent auditor to prepare a report. The City shall pay the costs of the audit report upon the City's written approval on auditor's cost		
7.0012	The reporting tools and system must provide on-line access to management reports through any PC with web browser software, security, and a connection to the Internet.		
7.0013	The reporting system should include the capability to select a report category (e.g., financial, seizure, enforcement) and then an individual report.		
7.0014	Reports should be displayed in their entirety with a summary page as the first page.		
7.0015	The reporting tools and system shall maintain a log of all failures or disruption of the server and shall include at a minimum the location, date and time of failure or disruption, diagnostic and corrective measures taken, and date and time of completion of corrective measures.		
7.0016	Upon request, Contractor must provide training in the use and interpretation of the reports produced by the Citation Management Solution and reporting tools. The Contractor must be able to provide timely modification and enhancements that may include changes to the existing formats and content of the reports, at no additional cost to the City. Proposers shall provide documentation delineating details of available reports.		
7.0017	Contractor will produce and deliver a monthly report on all activities of the system in a format approved by the City. Proposer shall describe the proposed report and its content. The City may revise and/or expand any or all reports to adjust to changes in reporting needs of the City and may also request additional reports at no additional cost to the City.		
8.0000	**Accounting and Audit**		
8.0001	Contractor must provide reconciliation and balancing that is approved by City's accounting division. Any discrepancies between processing logs/worksheets and database totals must be immediately researched and resolved. A written record of any such variances shall be noted on the reconciliation worksheet.		
8.0002	Contractor's staff shall be required to perform and monitor all financial corrections and adjustment transactions applied to the parking and citation databases. These include reconciling all deposits, payment received from the CA DMV and Franchise Tax Board, refunds and adjustments, Non-sufficient Fund checks (NSF) and revenue distribution reports and the application of funds from one citation to another. Full documentation must be created and filed to		

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	provide complete financial control over all exception processing. Contractor must reconcile all transactions updated to the database.		
8.0003	All monies deposited to the City must be balanced to revenue reports based on permits and citations paid and fees collected as reflected on Contractor's parking citation database, the Point of Sale cashiering system, the on-line Web portal and the IVR telephone system.		
8.0004	The system should provide for a report on revenue distribution that is balanced to the manual totals each day shall be required from all cashiers and from the section that processes mail-in payments. All categories of payments should be balanced, including bad check fees, immobilization fees, preferential parking revenues, and citation payment revenues.		
8.0005	A monthly reconciliation shall also be required of all City parking citation payments collected by the CA DMV and Franchise Tax Board, including balancing the amount collected with the transactions applied to the parking citation database.		
9.0000	**Enterprise Data Warehouse**		
9.0001	The City would prefer an Enterprise Data Warehouse (EDW) solution to consolidate and manage the ecosystem of parking technologies in real-time; a platform that integrates and communicates the transactions and data from/to all parking and mobility assets, revenue, and resources in real-time; a system aggregator to consolidate and share payment and enforcement data from all sources, and manage rules and rates across all solution providers.		
9.1000	**Enterprise Data Warehouse Capabilities**		
9.1001	The Enterprise Data Warehouse solution should serve as the central hub of a structured data exchange for all City parking solutions and equipment. This data exchange solution should communicate all the necessary information to other platforms and data exchange partners reducing the complexity of data communications.		
9.1002	The Enterprise Data Warehouse solution should collect and consolidate transactions from multiple mobile apps, parking permits, smart-meters, and pay stations The system should centralize operational data for on-street facilities from cameras, sensors, handheld devices, and ALPR systems into a cohesive system dedicated to simplifying parking operations.		
9.1003	The Enterprise Data Warehouse should foster innovation by ensuring the easy integration of emerging payment and curb management systems for connected fleets, connected cars, autonomous vehicles and parking guidance systems.		

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9.1004	The Enterprise Data Warehouse solution should display real-time visual status from on-street and parking assets. Users should be able view payment, enforcement, occupancy, and meter information in real-time.		
9.1005	All information from payment channels and enforcement applications should be consolidated in one easy to use dashboard affording the City the capability to evaluate and adjust parking policies, rules, rates, and restrictions and to facilitate unified reporting for all parking assets and systems.		
9.1006	The Enterprise Data Warehouse solution should provide inherent tools, such as emerging artificial intelligence and algorithmic functionality, to evaluate occupancy and enforcement trends. The solution should leverage the consolidated data to support policy goals and assist in adjusting rates, hours of operation, and other policies to effectively manage demand; then distribute changes to all related systems, equipment and vendors.		
9.1007	The Enterprise Data Warehouse solution should provide analytics and reporting functionality to evaluate occupancy, payment, enforcement, financial performance, and other critical information. By combining and centralizing data across various platforms and sources, new analytics capabilities and cross-product reporting features should provide both macro and granular views of the parking ecosystem.		
9.1008	The Enterprise Data Warehouse solution should not conflict, replace or contravene any specifications or requirements for the PCMS listed herein, unless the Enterprise Data Warehouse solution can be shown to negate the need for the requirement or augment the PCMS solution to the benefit of the City.		
10.0000	**Data**		
10.0001	The Parking and Citation Management Solution (PCMS) solutions should be hosted software systems. The successful respondent will provide all servers, services, storage, security, access, and backup/recovery for production and test environments.		
10.0002	The City shall be the exclusive owner of all data and rights to the data generated from the PCMS solutions, regardless of whether the data is direct or derived, calculated, or modeled.		
10.0003	The PCMS solutions must contain relational databases containing, but not limited to, customer, permit, vehicle and citation information.		
10.1000	**Data Integration**		
10.1001	All systems provided must be fully integrated with the PCMS solutions and with each other, meaning that all components share data appropriately with all other City parking-related systems and infrastructure, as well as all system components.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
10.1002	The overall PCMS solutions shall integrate with systems, services, databases and processes managed or controlled by parties outside the City. These include, but are not limited to, the following: the CA DMV and out of state motor vehicle registries to make registered owner inquiries and manage registration holds for delinquent citations, the California Franchise Tax Board, to place intercepts on tax refunds and lottery winnings for delinquent citations, the California Department of Justice, as allowed, to receive "hotlists" of license plates for vehicles that are stolen and vehicles that are wanted for felony actions, with parking payment systems vendors, such as Park Mobile and IPS, to recognize that a vehicle has paid for parking and no citation is warranted, with parking sensor systems, for monitoring payment and occupancy, with teleconferencing services (such as Google Meet, Zoom, etc.), to allow adjudication hearings to be conducted electronically and with City and third-party telephone systems for Integrated Voice Response systems to facilitate pay-by-phone citations related transactions		
10.1003	The PCMS solutions shall work with the City's existing parking/meter-related payment software vendors (including but not limited to IPS Group, ParkMobile, Conduent (Genetec) and future partners to develop the necessary interface to effect the required exchange of data. Any developed interface must support non-proprietary file formats and must include integrity checks to minimize data loss between systems.		
10.1004	Processing of citations issued by wireless electronic handheld device shall require retrieving wirelessly transmitted or manually downloaded data from the handheld management system.		
10.1005	The PCMS solutions must interface with must interface with enforcement systems including handheld devices, License Plate Recognition (LPR) systems, and parking meter technology, which allows for real-time adjustments to parking meter policy (rate, time limit, hours of operation), and sensory data that monitors equipment, location, payment and occupancy.		
10.1006	The PCMS solutions must be integrated with cashiering system component, so that customer service counters are able to accept and process citation and permit payments, provide receipts, and completely balance and reconcile all funds and for inquiry capability to support initial reviews of citations and hearings.		
10.1007	The PCMS solutions must provide open-source API that allow for current and future integration with third parties such as financial software, LPR, as well as pay stations and mobile payment.		
10.1008	The PCMS solutions should cross-reference transactions between vehicles, individual meters, streets, block, zone, or other designated identifiers. A trailer record containing counts and hash totals is required for each file used to check that all records were received and processed.		
10.1009	Each citation should include sufficient spatial attributes to enable (x, y) plotting to locate the citation using a GIS generated mapping system. Geo-coding shall be in a City approved format.		

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10.1010	The system shall support geo-coding of citations data without spatial attributes to enable (x, y) plotting such as handwritten citations and non-GPS enabled devices. Handwritten citations processed by Contractor should include geo-coding when entered into the system.		
10.1011	The appropriate components of the overall system shall integrate with a GIS mapping system to allow reporting data spatially.		
10.1012	The PCMS solutions should send and receive electronic data files using a scheduler function.		
10.1013	Data should be able to be formatted in fixed length text files and transmitted via FTP for the City's directory in the file server.		
10.1014	The software systems shall be capable of creating file formats (e.g. ASCII files, CSV, tab delimited) that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies or departments.		
10.1015	All wireless data communications should also be Wi-Fi capable;		
10.1016	As directed by City IT department, components of the overall system shall be integrated with the City's Active Directory or other system to validate employees' logins.		
10.1017	The City shall require the migration of current system data for the citation and parking management systems including any permits that are still valid in the system.		
10.1018	Contractor will be responsible for conversion and migration from the current parking and Citation Management Solutions. All data conversion shall be pre-approved by the City and must include prior analysis outlining data to be migrated, data elements needed for migration, identification of gaps and transformations to meet business rules and policies, identification of interface requirements, the migration process. and potential impacts to other pertinent systems within the City's ecosystem.		
10.1019	Contractor shall also develop and execute a comprehensive transition plan for all in-flight operations, including but not limited to citations in collections, citations on DMV hold, citations submitted to the Franchise Tax Board (FTB), citations on payment plans, active permits, and pending or upcoming permit renewals. The transition plan shall ensure continuity of operations and prevent loss, interruption, or duplication of data and processes during cutover. Contractor shall cooperate with the City's incumbent vendor and any third-party agencies as necessary to support a complete and successful migration		
10.2000	**Standard Data Repository**		
10.2001	The PCMS solutions shall provide a data repository to store data from external systems when that data is relevant to parking operation logic.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
10.2002	The PCMS solutions shall provide convenient access to all database information. All data shall be stored in a single data repository. The data repository shall support an unlimited number of user-defined fields.		
10.2003	The data repository shall accept updates to data using both batch and real-time integration tools (file importer, Web services, etc.).		
10.2004	The data repository shall enforce business rules to limit or format data.		
10.2005	The data repository shall provide dashboard style display of data, including but not limited to appeals activity, permits sold, and citations issued, and support user-created ad hoc dashboard display of data.		
10.3000	**Data Integrity**		
10.3001	The PCMS solutions must have controls, checks and balances sufficient to ensure data integrity and accountability of all information processed by the City. Full audit trail information for every processing transaction must be captured and retained for each transaction until the related citation or permit is purged per the policies established by the City. All processing activities including direct public support transactions will be subjected to detailed audit by the City.		
10.3002	Contractor must provide complete daily oversight and reconciliation of all aspects of overall system operation and transaction processing and will be held financially accountable and legally liable for any loss of funds.		
10.3003	A report will be required which balances the number of transactions in a given day, citations updated, payments, preferential parking permits issued, fleet vehicles updated and deleted, corrections, administrative hearings and dispositions, updated name and address information, suspends, returned mail, and CA DMV non-renewal processing, along with an exception report showing next CA DMV update.		
10.3004	New citations added to the database must be balanced and reconciled through all stages of processing, from initial receipt from the City, to batching for data entry (for handwritten citations), to copying, to actual data entry and update to the CMS's database.		
10.3005	Audit reports are to be provided to the City including but not limited to:		
10.3006	A weekly report is required showing citations dismissed by staff indicating violation, reason for dismissal, amount, and penalty amount if any.		
10.3007	A report listing citations scheduled for hearing must be reviewed and reconciled with actual case folders prepared for upcoming hearings.		
10.3008	Random sampling of correspondence and suspend transactions shall be reviewed against automated processing and hard copy documentation. Special attention will be required for suspends that result in the permanent cancellation of a citation.		

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10.3009	Data entered to the parking citation database must be checked against the information entered on the original citations.		
10.3010	The PCMS solutions must have controls, checks and balances sufficient to ensure data integrity and accountability of all information processed by the City. Full audit trail information for every processing transaction must be captured and retained for each transaction until the related citation or permit is purged per the policies established by the City. All processing activities including direct public support transactions will be subjected to detailed audit by the City.		
10.3011	Contractor's records related to the performance of this contract shall be open to inspection and subject to audit and/or reproduction by City auditors or authorized representatives to the extent necessary to adequately citation and permit evaluation and verification of contractor compliance with the contract provisions. Such records include, but are not limited to: accounting records (hard copy as well as computer data); written policies and procedures; organization charts; internal audit reports; correspondence; subcontractors' files, reports, and invoices; daily reports; and any other supporting evidence deemed necessary by the City.		
10.3012	Contractor and its sub-contractors must cooperate fully in furnishing or in making available to the City any records, information, materials, and data, whenever requested and in an expeditious manner.		
10.4000	**Data Archiving**		
10.4001	Contractor shall archive all transaction data generated during the term of the Agreement and retain it for a minimum of five years after the termination of the Agreement.		
10.4002	Contractor shall deliver copies of all System data upon request of City and upon the termination of the Agreement in a format mutually agreed upon by both parties.		
10.4003	Contractor shall be responsible for providing transaction data in a format that is readable by City using commonly available commercial off-the-shelf software.		
10.4004	During any 180-day period, Contractor shall deliver a minimum of 80% of City data requests for archived data within three (3) business days of the request and deliver all City data requests within ten (10) business days of the request.		
11.0000	**Support Services**		
11.1000	**Support Services**		
11.1001	The successful respondent shall be expected to provide a variety of services supporting the development, implementation, ongoing operations, technical support and maintenance of the overall components of Citation Management Solution .		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
11.1002	Contractor's support and maintenance shall include all components of the proposed solution including but not limited to the PCMS solutions software, enforcement tools and equipment, such as handheld devices and LPR systems, the PMS, e-commerce web portals for citation and permit transactions, report generation tools, correspondence, and processing payments, permits and citations.		
11.2000	**Training**		
11.2001	Contractor must generate detailed training plans for City staff for all systems, system components, system modules, and processing functions.		
11.2002	Contractor must provide training to City staff, in a prompt timely manner, on how to use all components of the system, customer service performance standards, related policies and procedures, and California State Law and local ordinances affecting the entirety of the parking operations.		
11.2003	Contractor should provide on-site training for employees during initial implementation of the system and 10 - 12 weeks after software installation utilizing an integrated implementation approach incorporating on-line tools, on-site in-person consultation and training, technical services via the Web, and teleconferences.		
11.2004	Contractor must provide up-to-date, detailed documentation relating to all software, equipment and operational aspects of all components of the system, including detailed user manuals explaining each component of the system..		
11.2005	Contractor shall maintain a website that provides 24x7x365 access to technical information, training and resources.		
11.2006	Contractor should provide written procedures for system operation and a library of recorded training on standard topics, including daily/weekly/monthly processes, special letters, and ad hoc queries and reporting capabilities.		
11.2007	Post-implementation, Contractor shall provide, when requested by City staff, training in the operation and maintenance of all hardware and software related to all components of the system, and any procedures that are unique to a particular job function. Contractor shall provide training after any significant application upgrades and/or as requested by the City at no additional cost.		
11.3000	**Technical support**		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
11.3001	Contractor shall supply on-site technical support staff dedicated to the Parking Enforcement and Parking Citation Assistance Center and other related City staff. Contractor shall provide sufficient staff to support all software and equipment related to Citation Management Solutions, enforcement equipment, and web portals. All technicians shall be fully trained and certified by the appropriate manufacturers in providing support for all information technology services and equipment provided under this contract, including but not limited to, citation handheld devices, other mobile devices such as LPR equipment and printers, software applications on all equipment, operating systems (including updates and upgrades), preventative maintenance, user training, equipment repairs and replacements, and testing.		
11.3002	Contractor shall maintain a Help Desk and staff with the required expertise to provide customer service to City employees with questions or issues with the system between the hours of 7am-5pm Monday to Friday; during these timeframes response time should be less than two (2) hours.		
11.3003	Contractor shall provide a software-based issue and resolution tracking system. At minimum, the issue and resolution tracking system shall include ticket status, the ability to query for the issue, and a history of related past trouble tickets.		
11.3004	The Help Desk shall be reachable by a web form, email and a toll-free telephone number. email or telephone messages left on voice mail during operational hours shall get a response within thirty (30) minutes.		
11.3005	Contractor shall provide on-going application software technical support, which includes providing analysis, suggesting improvements, performing problem resolution, and monitoring operations. Ad hoc reports, special data requirements, new changes to the application, and new special subsystem development will all be required during the life of the contract.		
11.3006	Contractor must include pricing for support/maintenance on a **24 X 7 X 365** basis inclusive of remote diagnostics and all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times.		
11.3007	After system acceptance and any warranty expirations, the Contractor shall continue to provide support and maintenance for all software and hardware proposed and implemented in this project. Various City personnel may be available to fulfill limited administrative functions, but their responsibilities will be limited to routine maintenance as mutually agreed by the Contractor and the City.		
11.3008	Contractor must be open and available to meet with City staff monthly, or on a recurring basis, to review all activities related to any components of the system including any needed maintenance, difficulties encountered which could impact project schedules, and/or operational issues such as enforcement processes or citation or permit related matters.		
11.4000	**Support Staff**		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
11.4001	The City requires technical staff with demonstrated technical expertise. Contractor's System must be supported by a staff of experienced, well-trained technicians. Proposer's key staff will be evaluated on the amount and quality of experience in their technical disciplines.		
11.4002	Contractor's staff must have appropriate current technical certifications (for example, A+, Microsoft Certified Systems Engineer, Cisco Certified Internetwork Expert, etc.).		
11.4003	Describe the technical support team and members assigned to perform application support, IT support, equipment and help desk support in order to meet City availability standards, to administer and maintain the Contractor's system and data communications networks, and to develop necessary interface and integration with other parking systems as needed.		
11.4004	Give an overview of your professional services team, methodology, and available services.		
11.4005	The successful respondent shall provide dedicated consulting staff who consult with the City on operational practices and the best way to utilize the system to achieve organizational objectives, as well as manage system set-up and implementation. Describe how many staff will dedicated full /parttime to this project for training and implementation of the Citation Management Solution, for ongoing technical support, ongoing changes needed to bet support the City and maintenance and upgrades to the system.		
11.4006	Give an overview of your consulting services offerings, consulting services team and methodology.		
11.4007	Contractor should describe available services for citation and permit processing and collections and other related managed services offerings not requested in this solicitation, that you may provide.		
11.4008	Contractor should provide resources and opportunities available for your customers to share ideas, learn best practices, and connect and collaborate with other customers.		
11.4009	Describe your method to collect, prioritize, and deliver user enhancement requests.		
12.0000	**Parking and Citation Management Solution Implementation**		
12.0001	Contractor should provide a structured, documented implementation process, including a definitive timeline for deployment, installation, testing and implementation. Contractor should describe in detail the methodology and staff employed to ensure that the schedule be met.		

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12.0002	Contractor shall provide key staff to meet all service and performance standards across the entire program. Some roles may be delegated to subcontractors; however, Contractor will be responsible to ensure response times and support levels are maintained throughout the term of the agreement including a Regional Director, who is responsible for the oversight of all contract services and deliverables, able to communicate with elected and high-level City officials for program evaluation and feedback, and a Program/Project Manager, responsible for oversight of overall program functionality, including statistical analysis, report monitoring, and verification of compliance with performance standards. One-hundred percent (100%) of the Program/Project Manager responsibility must be dedicated to this Scope of Work		
12.0003	The Project Manager should lead all tasks for system implementation. The Project Manager shall be the primary person communicating with the City and keeping City fully apprised of the status and progress of the project. The Project Manager shall be responsible for Project Schedule updates; creation and preparation of progress reports and meeting minutes; adherence to project scheduling; and general project coordination.		
12.0004	Contractor shall submit a Project Control Plan within ten (10) business days of execution of the contract. The plan shall consist of the following:		
12.0005	Work Breakdown Structure: A hierarchical chart showing the top-down relationship of all tasks and activities.		
12.0006	Implementation Plan: Describe the major activities required for implementation of the hosted solution from conversion through ongoing operations.		
12.0007	Summary Project Control Chart: A chart showing all tasks, the critical path and all task dependencies.		
12.0008	Milestone Chart: A list of milestones with completion dates		
12.0009	Work Plan: An organized list of specific tasks, including the responsibility for each task, level of effort in terms of people hours, and beginning and ending dates. Should include installation, data conversion, testing, and acceptance plans and dates.		
12.0010	Training Plan: Include on-site training and proposed course outlines. The plan must also address anticipated City resource needs. It is desirable for the Contractor to provide the City with a copy of the work plan in Microsoft Project format.		
12.1000	**Solution Documentation**		
12.1001	The Contractor shall submit a Functional Requirements document to the City for approval no later than ten (10) business days following contract award, including a statement of the constraints within which the System shall function.		

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12.1002	Contractor should provide a Citation Management Solution Plan including a description of the process by which the solicitation requirements will be satisfied including:		
12.1003	Overall system narrative		
12.1004	System flow chart		
12.1005	Data flow diagram which depicts the interactions of system functions		
12.1006	Data Conversion analysis outlining data to be migrated, data elements needed for migration, identification of gaps and transformations to meet business rules and policies, identification of interface requirements, data migration process. and potential impacts to other pertinent systems within the City's ecosystem		
12.1007	Flow chart that depicts the interactions between Contractor, City, and Citizen.		
12.1008	Inventory of System Inputs		
12.1009	Inventory of expected outputs from the system (listing, reports, notification, displays, etc.)		
12.1010	Description of the conversion plans and how the system will interact with existing processes and procedures.		
12.1011	Description of the overall security measures to be used by the system, both technological and physical.		
12.1012	Test plan that will meet the acceptance requirements set forth within.		
12.2000	**Solution Implementation**		
12.2001	Contractor shall monitor the implemented solution(s) and shall proactively alert the City of issues.		
12.2002	The Contractor shall:		
12.2003	Conduct site surveys and prepare sites as necessary for coordinating citation processing with Contractor.		
12.2004	Install the necessary hardware and software at the City sites and initialize the solutions.		
12.2005	Perform necessary tests on the installed system components to ensure system is functional.		
12.2006	Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.		

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12.2007	Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its personal use.		
12.2008	Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.		
12.2009	Convert data from the current system.		
12.2010	Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.		
12.2011	Provide a reporting tool to aid in monitoring system performance.		
12.2012	Respond immediately to reports from the City of system failure and take immediate corrective action.		
12.3000	**Solution Testing**		
12.3001	The initial system test will be used to verify that the system is operating within the City's Requirements as described in this solicitation. The Contractor shall submit a system wide test plan detailing the transactions, conditions, and desired results to the City for approval no later than ten (10) business days after contract award.		
12.3002	The Contractor shall conduct the approved test plan and provide the results to the City for approval prior to the City putting the System into live production.		
12.3003	The Contractor shall make all adjustments and modifications to the system to conform to the City's requirements at its own cost and expense.		
12.3004	The test schedules shall be at mutually agreed dates and times between the City and the Contractor.		
12.3005	The production system shall be supported by a test system which shall be used to test modifications and enhancements prior to implementation in the production system. The test system shall have the same availability and functionality of the production system. The test system shall be independent of the production system and shall not interfere with the daily operation of production system.		
12.3006	The System Reliability Test will be used to verify that the system is operating within the time parameters and performance levels as described in this RFP. The System Reliability Test period shall begin no later than two (2) business days after the System is ready for City use, and all required data is on the System.		

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12.3007	The System Reliability Test shall be considered successful when the system has been operating for a period of fourteen (14) calendar days, during which no less than ninety-nine (99%) of the System has been functioning at an acceptable level of performance.		
12.4000	**Solution Acceptance Testing**		
12.4001	A detailed Acceptance Testing Plan of the entire issuing, processing and collection system proposed shall be provided by each Proposer in their response to this RFP for approval by the City. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within the RFP. On approval by City, the Acceptance Testing Plan shall become the basis for acceptance of the functional performance of the systems in the contract for services and may be used as a performance indicator for payment purposes. In the event the City requires a modification to the Acceptance Testing Plan during the contract term but before final approval, the Selected Proposer shall respond to the City's Request for the change within seven (7) calendar days.		
20.0000	**Hardware Solutions**		
21.0000	**Handheld Devices**		
21.0001	The Citation Management Solution shall provide complete and integrated enforcement solutions, including mobile enforcement by use of Handheld Devices. The mobile enforcement solution shall have the ability to communicate in real time with back-office software and upload citations, including photos, through a wireless connection and/or WIFI connection.		
21.0002	The Handheld enforcement solutions should be compatible with the City's current handheld equipment, Panasonic Toughpad® FZ-Xl, which is an Android ruggedized commercial grade 5-inch mobile device with real-time wireless communications, Zebra iMZ 320 citation printers, and Genetec AutoVu™ ALPR Systems.		
21.0003	The Handheld software should be user-friendly and facilitate the efficient issuance of parking citations by City Parking Control Technicians with features, including but are not limited to, the minimal number of screens, pre-populated fields where available, drop down lists, user prompts, logic based on violation type, logic based on values entered into fields, mandatary fields, comment field, search functionality, etc.		
21.0004	Enforcement officers must be able to easily verify parking permits, view full vehicle history, issue citations, take and attach photos to citation records, digitally tire chalk vehicles, and check payment status with multiple vendors for metered and/or or pay-by-plate parking sessions.		
21.0005	The Handheld citation issuance devices will need to be ruggedized computers, tablets or smart phones. The initial contract will require **102** of these devices.		

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21.0006	Successful bidder shall be required to provide unit for acceptance testing and verification.		
21.1000	**Data/Communication**		
21.1001	Devices shall be capable of communicating using cellular 5G service.. The system devices should be able to communicate effectively on multiple cellular networks, including 5G, throughout the term of the contract and any extensions. Should advancements in cellular technology require upgrades to communication technology in devices, they will be done at no charge to the City.		
21.1002	The Handheld software must, using secured encrypted protocol or other available secure technologies, interface and communicate with various databases and applications, including third party databases and/or applications, simultaneously, wirelessly and in real-time. Such applications or databases include, but are not limited to multiple parking meter or pay-by-smartphone payment systems, the Citation Management Solution, the immobilization system, the DMV, law enforcement databases, and the parking permit databases.		
21.1003	The software should incorporate and integrate with other types of functionality, such as LPR, GPS, timing/chalking, California Law Enforcement Telecommunications System (CLETS) SVS files, parking sensor systems, and populate fields within the software via such functionality, including data associated with the vehicle from the CMS and PMSs from prior citation or permit data.		
21.1004	If the information is accessible, the device shall have the capability to confirm the plate is not on a hot list, including CLETS SVS files		
21.1005	The system should automatically transfer and upload citation issued by the Handheld device to the Citation Management Solution in real-time, including any audio and/or image associated with the citation.		
21.1006	Security access based on user roles must be provided. Each user will require a user ID and will only be able to access the software with a password.		
21.1007	All data on the Handheld device must be encrypted and communicate all data in an encrypted format. The Handheld software should be highly secured and comply with the City's data security protocols.		
21.1008	Contractor must implement processes to ensure that data and photos for all violations issued are transmitted to the host system and that no violation data or pictures are lost due to issues with transmissions to host system, system failure, deletion from the hardware devices, etc. Contractor must ensure data recovery processes are in place in the event of lost data or equipment.		
21.1009	Each handheld shall have built-in GPS so user locations can be tracked, and the Handheld shall automatically store captured GPS coordinates on all transactions, including issued ticket record		

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21.1010	The devices should have the ability to send/receive push notifications to/from officers in the field regarding enforcement or safety issues, without creating an ability to exploit internet access.		
21.1011	Mobile enforcement software shall enable users to issue citations on the basis of detected violations from integrated LPR software mounted in an enforcement vehicle.		
21.1012	Images shall be captured and stored directly on any ticket record selected from a list of issued tickets.		
21.2000	**Device Capabilities**		
21.2001	Mobile enforcement software shall operate the current and one prior major version of both iOS and Android operating systems.		
21.2002	The software should work with commodity, industrial or ruggedized mobile devices such as smart phones, tablets, laptops, or other mobile handheld devices and recent versions of standard operating systems Windows.		
21.2003	Handheld device batteries shall last for an entire shift (of up to 11 hours); supplemental battery packs will be acceptable if they can be “hot-swapped” while in the field, for single devices and two-device options.		
21.2004	Devices should have the appropriate carrying case(s).		
21.2005	Devices should have the ability to scan 2D bar codes from vehicle and registration decals, retrieve all relevant information from the decals and import that information to the ticket for follow-up processing.		
21.2006	The mobile enforcement software should enable Parking Control Technicians to “scan” bar/QR codes that may appear on various parking infrastructure, such as parking meters/pay stations, signs, and permits, and enter the information on the bar/QR code into the appropriate fields.		
21.2007	Devices should have the ability to use device camera to capture license plate number and state in a manner that minimizes keystrokes and typing errors.		
21.2008	The software should facilitate the capturing of pictures to support a violation. Handheld devices should provide for a least a eight (8) megapixel or higher quality camera with flash capability that can provide up to four (4) images per citation; able to take photos in all lighting conditions, and be able to geotag the photos taken. The preference is for real-time transmission of images. (Consideration will be given to images being downloaded from the handheld equipment at the end of each shift as part of a charging/data transmission scenario.) All images shall be data and time stamped by the handheld without interaction by the user. Citation data, however, must be transmitted to the Software Solution server in real-time.		

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21.2009	The Handheld device software shall provide the ability to add or replace captured images to or from any previously issued ticket.		
21.2010	Photos taken as part of the citation process shall be maintained within the Handheld device software, linked to the citation and uploaded to the Citation Management Solution, (not simply stored on the device's "camera roll.)		
21.2011	Images shall be embedded in the ticket record using common data formats such as JPG, BMP, TIF, GIF, etc. This makes it simple to embed images in other documents, such as emails and PDFs.		
21.2012	Devices should be "locked" or "restricted" so that users in the field cannot add or remove "apps" on the device; e.g., to prevent a user from adding personal apps and telephone/text message usage should allow calling only to specific phone numbers, and/or to restrict calling to a VOIP environment only, as directed by the City.		
21.2013	Regardless of other restrictions, the Handheld device should receive SMS messages by City management, such as changes to planned assignment or enforcement scheme, or during unusual occurrences or catastrophic emergencies.		
21.2014	The device software should be able to lock out staff (employees quits		
21.2015	Individual enforcement officers shall have the ability to change their own password within the mobile enforcement software.		
21.2016	Portable printer(s) shall be rugged and have an enclosure to protect against water/dust and ensure reliable performance under all conditions.		
21.2017	Portable citation printer(s) shall be separate from the handheld device; the manufacturer's current model, new (refurbished or pre-owned units are not acceptable). Printer(s) shall have Wireless Bluetooth communication and citation printer(s) memory shall be a minimum of 4MB Flash, 2MB Ram. Printer(s) software shall be able to print bar codes, stored graphics and user-defined fonts		
21.2018	Printer(s) shall come with a carrying device that allows users to choose between a holster or belt clip		
21.2019	DC Chargers (70) enabling the charging of every printer (70) simultaneously and facilitate the full recharging of the printer(s) within 4 hours or less shall be included		
21.2020	Portable citation printer(s) shall accommodate durable and weather resistant printing paper.		
21.2021	The City may require the contractor to provide citation paper (stock) annually or as needed. As stock is needed, Contractor shall solicit competitive bids from at least three (3) companies and present the bids to the City for approval.		

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21.2022	The Contractor must maintain a test or development environment for testing, including user acceptance testing of all changes, upgrades, updates to the citation to the citation issuance software separate from the production environment.		
21.3000	**System Capabilities**		
21.3001	LPR hit data and hit images shall be uploaded and associated with Handheld citation records, including the following data: GPS data, license plate number and state, zone name, and permit type,		
21.3002	The Handheld device shall not allow an officer to attempt to issue a citation unless all required fields have been entered with valid information. For example, a citation with no violation code, or no license plate or VIN cannot be created.		
21.3003	Provide multiple fields for recording officer notes or comments.		
21.3004	Where plate number is not available, enforcement officer shall enter VIN in a dedicated field.		
21.3005	The mobile enforcement system should allow the user to view and void any citation written by the user in the previous five minutes. A valid void code must be entered for the voiding of any completed citation, and another citation must be created immediately. This is used for the instance where an officer realizes an error has been made and must issue a correction citation.		
21.3006	The system should automatically timestamp transactions by the system's master clock.		
21.3007	A timing function for "electronic chalking" is required and shall be accessible from the main ticketing screen. In addition to electronically chalking a vehicle for minutes or hours, the City would like to be the ability to electronically chalk and measure vehicles for multiple days, for example 72 or 96 hours.		
21.3008	The mobile enforcement software shall be capable of sharing timing data between multiple mobile devices in real time. One enforcement officer must be able to time the vehicle, any another officer on any other device must be able to verify timing status to issue ticket.		
21.3009	The Handheld device should itself be able to scan vehicle license plates via built-in Handheld device LPR technology, including difficult to read and digital license plates, automatically entering the license plate and related information available directly into the form/document the user is currently processing (e.g., a citation, warning, incident report, etc.).		
21.3010	Upon entering a license plate during citation entry, the mobile enforcement software should automatically search the Citation Management Solution for the customer's name, vehicle, permits and scofflaw status. If a match is found for name/vehicle, the system should automatically enter that data into the proper fields.		

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21.3011	The mobile enforcement software should support standard location codes and descriptions, location comments, and block numbers. Locations shall also be manually generated when necessary.		
21.3012	Integrate with most major vehicle LPR systems so that the data from any “hit” on the external mobile LPR can be transferred seamlessly to the handheld, including licenses plate and associated LPR images.		
21.3013	The handheld should be able to notify the user of various issues that can arise in the field, e.g. vehicle is boot-eligible, parked in a permit-required areas/zones without a permit (via LPR), stolen, has expired registration, undercover vehicles or VIP vehicles, etc. Such notifications should be very easy to see all or most screen views.		
21.3014	Detected violations from integrated LPR software should be based on real-time status using criteria such as parking rights based on payment or active permits, location, duration("electronic chalking") and scofflaw status.		
21.3015	The mobile enforcement system should support real-time permit parking violations by verifying a permit via the scanning of the license plate and that verification shall be recorded.		
21.3016	Handheld device software shall support the ability to add non-LPR camera-generated photos for issued citations, either during or after the citation issuance process.		
21.3017	The Handheld device software should be highly configurable and allow for easy updates of violation types, fine amounts, etc. The software must assign unique violations numbers from a pool of numbers assigned by the City; violation numbers are assigned sequentially and can never be assigned more than once.		
21.3018	All drop-down lists for mobile enforcement devices shall be defined and easily managed by the user in the back-office system.		
21.3019	The software should allow for adaptation to other type of violation issuance authorized by the California Vehicle Code and the City’s Municipal Code, and the software should allow for the data capture of non-violation such as broken meters, loading zones, etc.		
21.3020	The software should support the ability to add other “apps” for officer productivity to the handheld devices.		
21.3021	Handheld device software should have the ability to issue a warning ticket – the warning ticket amount will display 0 (zero), however a regular ticket number will be issued and recorded.		
21.3022	Handheld device software should support CA CVC requirements for “Drive-Away” citations including allowing a citation to be marked as a drive-away, with the back office for the Citational Management System automatically sending the “Drive-Away” citation to the vehicle’s registered owner.		

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21.3023	The Handheld device software should support the reprinting of an issued citation, this reprinted citation must contain the same time as the original citation, not simply the time it was reprinted.		
21.3024	The Handheld device software should allow a user to cancel a citation or warning that has not been completed (e.g., the citation has not been printed or marked as “drive-away”).		
21.3025	The system should provide the capability of voiding an issued citation, within five minutes of writing the original citation, and should produce a voided ticket audit trail.		
21.3026	Allow a user to request cancellation of a previously written citation. This differs from a void, which can be done only within five minutes of writing the original citation, and requires a replacement citation to be written. A cancellation request can be made when an officer becomes aware of an issue at a later time. The officer must enter a reason code for requesting the cancellation, which will be acted upon by a supervisor logged into the system back end.		
21.3027	The software should print violations with the format prescribed by the City, including but not limited to the issuing officer’s digital signature, payment instructions, including address for mailed payments, a link to a City web site with information about citation processing, including reference to payment timelines, late payment penalties, how to appeal, the availability of payment plans, and the citation number.		
21.3028	Printed citations should include a QR code with sufficient information to allow someone who scans the code to go directly to the payment screen on the Internet or within a mobile device app or apply the payment for mail-in transactions		
21.3029	Handheld device software should provide the ability to reprint any ticket, including warnings.		
21.3030	The Handheld device software should integrate with a data analytics components such that the Parking Control Technicians are assigned routes, are guided through assigned routes, and can efficiently maneuver from the map routing screen to violation issuance screens and back.		
21.3031	Certain violations shall have requirements that the parking personnel must follow in order to issue a citation. The software shall be required to enforce such requirements, for example, all violations require at least one comment in the Comment field.		
21.3032	The handheld software shall support multiple citation number sequences and formats.		
21.3033	The handheld devices should link directly with the City's 311 system to transmit field maintenance requests for maintenance and repair of such things as meters, street signs, faded curb paint, etc. Certain maintenance requests shall be able to be directed to specific email addresses so repair staff can be dispatched quickly to repair equipment		
21.3034	The Handheld device software should support real-time tracking of officer location based on GPS coordinates.		

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21.3035	The Handheld device software should support geofencing capability to auto-populate locations.		
21.3036	The software should have mobile reporting capability for the issuing officer and/or supervisor. Reports include, but are not limited to, number of tickets issued, number of tickets voided, GPS reports, GPS staff location, financial related information, etc.		
21.3037	Mobile enforcement software settings and preferences shall be configurable in the Citation Management Solution software.		
21.4000	**User Capabilities**		
21.4001	Mobile enforcement software shall allow officers to view all LPR detected violations on a "heat" map.		
21.4002	The enforcement officer shall not have to use a web browser or portal to view paid status. The enforcement officer shall see the status of all paid parking within a specified zone on a single screen.		
21.4003	The user must not have to toggle out of the ticket issuance module to look up the paid status from paid parking systems.		
21.4004	Mobile enforcement software shall enable users to check payment status for payment by stall.		
21.4005	All data to be entered must be available on City defined drop-down lists, with the exception of plate #, VIN, meter #, block #, Including a drop-down list of commonly used comments to minimize keystrokes.		
21.4006	The citation issuance screen should provide for public notes to print on citation (known as external notes) and Parking Control Technician notes, not visible to the public (known as internal notes). Parking Control Officers should be able to dictate by voice the internal notes to the device		
21.4007	Handheld device software should support License Plate Recognition (LPR) within the device, allowing the user to easily confirm permits or payments.		
21.4008	The handheld device should perform a secondary check, last chance check before the citation is issued		
21.4009	Handheld device software should provide alphanumeric search-through drop-down.(e.g. entering the 1st character of the “Street name” will position the cursor on the first street beginning with that character). The same shall apply to all drop-down lists.		
21.4010	Mobile enforcement software shall have the capability to remove a detected violation from the list of hits as part of the citation issuance workflow to avoid the issuance of duplicate citations.		

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21.4011	Once a vehicle is recorded as a timed vehicle, the enforcement officer will be able to view timed vehicles from a list, highlighting those timed vehicles whose time has expired. The system should have the capability for the timed vehicles to be listed according to the street/location they were timed on. The list of streets shall include locations where time-limit parking is enforced.		
21.4012	Timed violations should require the original time the vehicle was "chalked" if the original timing was not performed using the handheld devices. The information should be automatically populated by the handheld if the vehicle was timed using the handheld equipment.		
21.4013	Entry of an already timed vehicle will automatically display the plate #, location, and time stamp of the original timed entry. This window shall offer the enforcement officer choices to issue a citation, re-time the vehicle with new time stamp and/or new location.		
21.4014	The Handheld device shall allow the enforcement officer to select which enforcement they want to enforce for, such as multiple parking permission types, and activate/deactivate all plate based enforcement. (examples: permits, events, pay by plate, e-chalk, or scofflaw, etc.)		
21.4015	Processing of citations issued by wireless electronic handheld device shall require retrieving wirelessly transmitted, WIFI transmitted, or manually downloaded data from the handheld management system.		
21.4016	The Handheld should require the necessary number of images for violation as required as evidence. For example handicap parking violations require at least two images, fire hydrant, crosswalk and double parking violations require at least one image.		
21.4017	The handheld device should have the ability to retain values for the next vehicle being ticketed and for additional violations to the same vehicle.		
22.0000	**License Plate Recognition (LPR) Systems**		
22.0001	Any LPR system must be fully integrated, in real-time, with the citation and permit management systems, including enforcement devices or handhelds, and other potential parking technology services such as mobile payment services, single- and multi-space parking payment technology, occupancy sensors, immobilization/tow lists. The LPR solution must also be capable of being fully integrated, in real-time, with future parking management systems to receive relevant data about virtual permits including permit status, parking session details, pay-by-plate payment systems, time limit management (including tracking of parking by zone and location), scofflaw identification, (based on data provided by the selected citation management vendor), and any other relevant information needed to monitor and enforce parking within the City.		
22.0002	The LPR system shall be capable of sharing data with the designated enforcement device(s) or handheld(s). This includes the ability to transfer the LPR captured violation data including		

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	license plate information, violation images, time stamps and GPS locations to the City's enforcement device(s) for citation issuance.		
22.0003	LPR system should monitor, in real-time, time limits, permit status, single and multi-space meters, pay-by-plate valid parking sessions, and mobile payments, along with the various hot lists/databases as specified by the City. This includes the ability to seamlessly monitor multiple parking rights, and/or permits, during any particular enforcement route or session.		
22.0004	The LPR system should have the ability to integrate with any future third-party application and/or web-based system broadcasting real-time parking availability to customers.		
22.1000	**Mobile (Vehicle Mounted) ALPR Systems**		
22.1001	The LPR system shall be capable of capturing plates in any of the following orientations: an adjacent lane on either side of the vehicle while driving through traffic and/or parking lots, in an adjacent lane to traffic while parked on the side of shoulder of a roadway and parallel or perpendicular to parked vehicles		
22.1002	LPR cameras shall be capable of capturing license plates in various parking space configurations on-street, that include, but are not limited to, parallel, perpendicular, and angled spaces.		
22.1003	LPR cameras must be capable of producing high quality images of license plates regardless of weather or lighting conditions (i.e., dim or bright).		
22.1004	The LPR cameras shall be capable of reading and interpreting non-reflective plates, California paper license plates (“temporary tags”), and specialty plates, including the CA “legacy” plate (very dark brown or black reflective background with reflective yellow letters/digits) and digital license plates.		
22.1005	The LPR processor shall have a “self-trigger” mode to detect the presence of correctly mounted vehicle license plates in the camera’s field of view (FOV) for image capture from the camera.		
22.1006	LPR system should read and store the license plate information with a minimum 98% read accuracy including plates issued by all jurisdictions in North America.		
22.1007	The LPR system should include an integrated assisted GPS module and capture GPS coordinates for every license plate.		
22.1008	The LPR system should have the ability to identify license plate read accuracy.		
22.1009	The system shall provide live, simultaneous display of all of the following: the IR license plate image, the license plate interpretation or system read, a corresponding color overview of the vehicle displaying the captured IR license plate, the date and time stamp, identification of the		

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	camera capturing the image, and parking related vehicle information (permits, payments, notifications, etc.)		
22.1010	All reads by the cameras shall have a context photo, a photo of the plate, and full metadata, including the interpreted plate, GIS coordinates, date, time, ID of patroller/vehicle, ID of camera (left/right) capturing the image, Officer or User ID, and block face ID (if configured).		
22.1011	The vehicles' LPR units shall have the ability to connect with and share data between all other LPR units in the City, in real-time, to maintain continuous operation and support of the same enforcement duties by another Parking Control Technician using a different LPR device, including exchanging vehicle timing records with other LPR vehicle systems and enforcement devices.		
22.1012	The LPR system shall provide a feature to enable or disable "fuzzy-logic" plate matching in each LPR vehicle to enable the system to match common number character issues (such as 0/O and 8/B) or unknown characters. This feature can be enabled or disabled at the user's discretion.		
22.1013	The in-vehicle computer shall have a keyboard including programmable hot-keys capable of executing pre-programmed keystrokes.		
22.1014	LPR system shall have the ability to create routing plans and geofencing capabilities for zone-based enforcement.		
22.1015	The LPR system should provide a live feed to the user of the license plates that were captured, including the plate photo (and the interpretation of the plate after OCR)		
22.1016	The LPR system should have the ability to manually enter plates that were not interpreted accurately or not visible to the cameras; the LPR system shall flag the manual entry for reporting purposes.		
22.1017	The LPR system should have the ability for users to view dashboards of activity		
22.1018	The LPR system software component shall give a unique audible and visible alert when an illegally parked vehicle is discovered and should remain displayed until acknowledged by the enforcement officer. While displayed, the system should continue to process license plate data in the background. All captured data should be stored in the system during this interval.		
22.1019	The LPR software shall provide an image-based license plate verification step before citation issuance. This is designed to ensure that all plate reads are reviewed by an enforcement officer before a citation is issued.		
22.1020	The LPR system should have the ability for the operator to deactivate and reactivate either camera on the vehicle so that reads are done on one side of the street only		

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22.1021	The LPR software component shall allow the enforcement officer to select which enforcement they want to enforce for multiple parking permission types, and activate/deactivate all plate based enforcement. (examples: permits, events, pay by plate, e-chalk, or scofflaw, etc.)		
22.1022	LPR system shall have the capability to provide digital tire chalking for time limit monitoring; this includes the ability to monitor time limit violations by parking space, by defined zone, for multiple days (72 hours) or defined distance (i.e., a car must relocate at least 150 feet from the original parking location).		
22.1023	The LPR software should allow the Parking Enforcement Technician to select the timing period that is being enforced from a drop-down list (30 minutes, 1 hour, etc.).		
22.1024	The LPR system shall provide the enforcement officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system's database(s).		
22.1025	The LPR system must support the concept of shared permits where more than one vehicle with the same permit can park in an authorized permit zone, but not at the same time. The system shall detect if more than one vehicle sharing a permit are parked in a zone at the same time, and advise the operator of this violation.		
22.1026	LPR system shall have a cloud based back end server which shall be integrated with the Citation Management Solution and managed by the Contractor.		
22.1027	The LPR system should have the ability to integrate custom databases (e.g. VIP vehicles or vehicles of interest)		
22.1028	The LPR system should have the ability to support authorized users with varying levels of access (Parking Control Technician, supervisor, administrator), analyst, site administrator)		
22.1029	The LPR system must afford secure login and password functions on the LPR software. These shall be controlled by the back-office system such that the creation, deactivation, and password protocols are back office functions.		
22.1030	LPR systems must be compatible to be installed on all City vehicles.		
22.1031	LPR system shall function alongside other applications and systems in the enforcement vehicles.		
22.1032	LPR components on/in vehicles shall be weatherproof and capable of continuous, dependable operation within range of weather conditions in Northern California		
22.1033	The LPR system' operator's computer or tablet should be able to be undocked from the vehicle for situations like parking the vehicle overnight in a non-secure area.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
22.1034	The LPR system' operator's computer or tablet should be able operate by WIFI and to exchange SIM cards or accommodate two (2) SIM cards from different cellular services.		
22.1035	The application software must be capable of running on a touchscreen tablet (Panasonic Touchpad or similar).		
22.1036	The LPR processors should be capable of being trunk or roof mounted, and incorporate an intelligent power supply unit (PSU) that provides for a safe start and shut-down each time the vehicle's ignition is turned on or off.		
22.1037	The LPR processor shall control the power supplied to the cameras and provides video connection points for simplified system wiring.		
22.1038	The LPR processor shall utilize, at least, an automotive 30 GB extreme environment hard disk drive.		
22.1039	The LPR system shall utilize an embedded processor running Windows 10 or higher operating system (OS).		
22.1040	The LPR processer shall have up to 4 LPR camera unit inputs.		
22.1041	The LPR system should provide a single button to turn on/off whichever camera configuration the enforcement officer is applying at the time.		
22.1042	The LPR system should provide a volume control button on the main screen to control the audible sounds from the system, and a mute button on the application screen.		
22.1043	If a new Contractor or LPR system is chosen, the Contractor will provide operational and data transfer support of records and data before the end of the agreement.		
22.1044	The LPR system should have the ability to generate audit trails of user activity, and historical and productivity reports for analysis.		
22.1045	The LPR system should have the ability for the City to set a time for data retention, with overrides for specific reads if the data need to be retained for investigative or adjudication purposes		
22.1046	The LPR system should have the ability for users to generate hit location, date and time reports;		
22.1047	The LPR system must adhere to the protocols dictated by the Department of Justice Cyber Security Program.		
30.0000	**Parking and Citation Management System Special Services**		
31.0000	**Special Services**		
31.1000	**Document Management Services**		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
31.1001	The provision of the Citation Management Solution (CMS) and Permit Management Solution (PMS) should include Contractor providing document production services including but not limited to generating, packaging, and mailing permits, citations, notices, invoices and correspondence, posting documents and updating system records and workflow queues, generating reports.		
31.1002	The provision of the CMS and PMS should include Contractor providing incoming document processing services including but not limited to processing manually generated citations, processing incoming correspondence related to protesting citations, requesting administrative review, applying for parking permits, processing related payments received by mail, and posting documents and updating system records.		
31.2000	**Payment Processing Services**		
31.2001	Aspects of the Parking and Citation Management System (PCMS) such as payments received by mail, credit card transaction on the Web Portal(s), in-person Point-of-Sale transactions and IVR transactions, will require Contractor to process payments made by cash, check, payroll deduction, credit card, interdepartmental check, ACH, debit card, Apple Pay, Google Pay. The Contractor shall accept multiple credit cards including but not limited to AMEX, VISA and MasterCard. Contractor shall provide the necessary credit card gateways and banking functionality as needed to process and deposit payments. Contractor shall support and facilitate any and all payment processing, which the City may choose to process through the City's or City's bank's payment systems.		
32.0000	**Collections Services**		
32.0001	The Contractor shall provide a collections service to pursue collection of unpaid citations, judgments, debts, liens, permits or other collection matters, from individuals or organizations, on behave of the City as a third-party collector assigned by the City only.		
32.0002	Proposers must be able to demonstrate a successful track record with the collection of delinquent citations and comparable volumes.		
32.0003	The collections service provider must be state licensed and shall use fair collection practices in the collection of citations, as established by the Federal Trade Commission, Consumer Financial Protection Bureau, or any other state or federal agency having jurisdiction including ACA-certified and FDCPA compliant		
32.0004	Contractor must adhere to nationally accepted professional standards for collection activities and ensure the professional quality, technical quality, timely completion, and effective coordination of all collection services furnished by its officers, employees, agents and subcontractors.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
32.0005	The collections service provider must develop, in conjunctions with the City, a primary, secondary and a special collections process. The Contractor must guarantee a minimum collection rate as agreed upon by the City for primary collections.		
32.0006	The collections service shall use best efforts to achieve maximum recovery of monies owed for citations referred for collection, which shall normally include, but are not limited to, phone calls and mail efforts		
32.0007	Contractor shall provide and manage an effective collections program, including a collections software system, taking advantage of the latest technology and methods, such as auto-dialing functionality, and make diligent, cost- effective efforts to collect the City-assigned delinquent accounts.		
32.0008	The collections service system shall be integrated with and update the Citation Management Solution system, at a minimum daily, on payments and activities related to citations, judgements, vehicles and registered owners		
32.0009	Contractor shall employ sufficient professional collection agents and support personnel to carry out special collections activities and maximize the collection of referred citations.		
32.0010	Upon request, Contractor shall meet with City personnel to discuss collection services and methods.		
32.0011	The City may adjust referral dates for collections services at its sole discretion—Contractor shall accommodate such changes.		
32.0012	The Contractor shall have the ability to retrieve and collect fines and penalties from registered owner information including name and address, vehicle year and make and vehicle registration expiration date.		
32.0013	The collection service should demand payment for each unpaid citation in a non-threating manner and/or seek a payment arrangement satisfactorily to the City under which the delinquent citation will be paid		
32.0014	Contractor shall design special payment demand letters and notices and obtain approval by the City. The printing and mailing of the letters and notices are to be paid for by the Contractor		
32.0015	Contractor shall maintain files documenting each delinquent account and the full history of all collection activities conducted for that account.		
32.0016	Contractor must provide effective accommodations for non-English speaking payors.		

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32.0017	The CA DMV allows local jurisdictions to add the fine amount for unresolved parking citations to the bill for annual vehicle registration renewal. This is called placing a “hold” on vehicle registration and is an effective means of securing payment of delinquent parking citations. The collection service must provide an on-line, real-time interface with CA DMV to place these "holds" for unpaid parking citations, to release the holds within 24 hours when a citation is resolved or a hearing is scheduled, and, if permitted by DMV, to reactivate a registration hold when appropriate as determined by the City.		
32.0018	The collections service must participate in state debt tax set off programs (Franchise Tax Board) and must be able to submit and process claims for citation related fines, fees and penalties.		
32.0019	The collections service must deposit all payments in the City’s merchant account within 24 hours of receipt by the service.		
32.0020	The collections service provider will refer qualified debtors to the City for establishment of a payment plan		
32.0021	Once a citation related debt the written-off, the collections service shall mark the citations as “written- off” in the Citation Management Solution. The write-off shall not archive the citation nor reject any payment from being received for the citation. Instead, this process reduces the amount of total open receivables for the City, while still allowing the City to receive payments on citations that have been marked as a write-off.		
32.0022	When a citation is approved for write off, applicable collection sanctions continue as well as acceptance of any payments received for that citation.		
32.0023	The collection service shall accept or compromise settlement on any citations only with prior written guidelines and consent of the City.		
32.0024	The collections service may suspend collection efforts on any citation upon receipt of notification of bankruptcy.		
32.0025	Contractor shall continuously attempt to retrieve registered owner information for all unpaid parking citations without accurate registered owner information recorded in the CMS , at no additional cost to the City. Contractor must monitor DMV’s accuracy and timeliness in providing information, including timely reporting of non-sufficient funds (NSF) checks.		
32.0026	Contractor shall be responsible for monitoring input and output reports of registration hold transactions with the DMV and for correcting any errors. Monthly exception and summary reports shall be included in the monthly activity report.		
32.0027	Contractor’s staff will be required to ensure the timely legal acquisition of out-of-state DMV (or equivalent) data based on City requirements. Contractor must maintain current and complete interface specifications, in-depth knowledge of state-specific data formats, and registration update schedules.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
32.0028	The information required by CA DMV must be automatically forwarded for registration hold processing and receipt by CA DMV acknowledged.		
32.0029	The Contractor shall aggressively request out-of-state registry information to ensure collection activity can be pursued on out–of-state citations. The Contractor must provide skip tracing and have the ability to run the National Change of Address (NCOA) upon customer request.		
32.0030	Should other states agree to accept and process vehicle registration holds for outstanding citations issued in California, Contractor shall initiate filing of registration holds with those states.		
32.0031	The collections service provider shall be responsible for all and any expenses related to collections. If the expense is passed on to and paid by the violator, the Contractor shall be reimbursed with the expense.		
32.0032	In all cases, the only fees that will be paid by the City to the collections service provider for collections activities will be a subset of those amounts actually received, deposited, and paid to the City. The Contractor shall be responsible for all and any expenses related to special collections. If the expense is passed on to and paid by the violator, the Contractor shall be reimbursed with the expense.		
32.0033	The collections service provider must offer a portal accessible by City approved staff which provides access into collections accounts, including dialer activity and payment history		
32.0034	The service provider shall prepare and maintain monthly collections reports on the citations assigned to collections each month (no later than ten (10) business days after the end of the prior month), Contractor shall provide a comprehensive collection activities report and aging.		
32.0035	Upon request, Contractor shall immediately make available to the City and all records pertaining to the collection of delinquent accounts at a City-designated site during normal working hours.		
32.0036	Collections reports shall include data presented in an easily understood format detailing the citations assigned to the collections service including the citations, and their amounts due and collected by the collection service, the date collected, and the fee charged.		
32.0037	At the beginning of each quarter, Contractor shall report to the City with prospective write-offs supported by documentation, summaries and financial reports that includes citation count and amount for delinquent accounts over two years old.		
32.0038	Collection reports shall also track "special collections" activities based upon the issuance date of the citations so that special collections activities can be consistently and accurately logged into the citations collection and closure rate computations.		
32.0039	Contractor will be required to perform a review of the special collections program once a year during the life of the contract. This review shall include detailed statistics on collection and recommendations for increasing collection rates.		

No.	Technical Specifications	C=Comply F=Future Release N=No	Comments
32.0040	The City may request new reports at its discretion and at no additional charge by Contractor. Proposers may propose other reports and reporting procedures along with a detailed justification explaining the benefits to the City.		
32.0041	The collections service provider, upon the City's request, shall suspend collection activity and return, at no charge, any accounts referred to Contractor in error.		