



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. #25-11708-C
FOR
PARKING CITATION AND PERMIT MANAGEMENT SYSTEM
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a **PARKING CITATION AND PERMIT MANAGEMENT SYSTEM**. As a Request for Proposal (RFP), this is not an invitation to bid, and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm on Tuesday, March 11, 2025.** Proposals are to be sent via email with the “**Specification No. #25-116708-C and PARKING CITATION AND PERMIT MANAGEMENT SYSTEM**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as “**Proposal, Vendor Name, #25-116708-C, PARKING CPMS.**” The corresponding Technical Compliance Matrix proposal shall be submitted as a separate document with the filename saved as “**TCM, Vendor Name, #25-116708-C, PARKING CPMS.**” The corresponding pricing proposal shall be submitted as a separate document with the filename saved as “**Pricing, Vendor Name, #25-116708-C, PARKING CPMS.**” Corresponding reviewed Sample Agreement shall be submitted as a separate document with the filename saved as “**Sample Agreement, Vendor Name, #25-116708-C, PARKING CPMS.**”

Email Proposals to:
City of Berkeley
Finance Department/General Services Division
Solicitations@berkeleyca.gov

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Lysha Garrett, Parking Enforcement Manager**, via email at lgarrett@berkeleyca.gov no later than **February 26, 2025**. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](http://Bid & Proposal Opportunities | City of Berkeley (berkeleyca.gov)). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
Director of Finance

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I. INTRODUCTION, MINIMUM QUALIFICATIONS, AND BACKGROUND

Introduction

The City of Berkeley (City) is soliciting proposals for PARKING CITATION AND PERMIT MANAGEMENT SYSTEM (System) to provide the City with parking citation management, including handheld enforcement devices, permit management, and support services. Proposals must include all requested components. The City will not consider proposals that fail to respond to the comprehensive scope of work. The City strongly encourages all Proposers to bring an optimized, integrated solution to strengthen their offering. All Proposers must submit a comprehensive response to the entirety of this RFP to be considered for selection, which may require the inclusion of Subcontractors.

If selected, the Proposer who will serve as the Prime Contractor (Contractor) shall identify any applicable Subcontractors to ensure that all proposed hardware and software meets or exceeds all required specifications in the Scope of Services for the respective components. The Prime Contractor is responsible for ensuring that ALL proposed systems/services/components, including those provided by a Subcontractor, meet the requirements.

The selected Contractor and any Subcontractor(s) must begin the transition in July 2025, with live operation to start no later than January 15, 2026.

The following is a summary list of technologies and services to be provided through this RFP.

- Citation management system
- Real-time California DMV integration
- Registered owners look up for out-of-state vehicles
- Delinquent collections program
- FTB intercept program
- Citation issuance devices and software
- Permit management system
- Customer portal for customer management of citations and permits
- Notice mailing
- Mail-in payment processing
- Interactive Voice Recognition system
- Customer call center
- Entry of manual citation

Minimum Requirements for Proposal Submission

The City of Berkeley is soliciting proposals from qualified Contractors capable of providing a system solution, including handheld equipment to support citation management, permit management, and comprehensive support services. Contractors submitting a Proposal must meet or exceed the following minimum requirements. If submitting a Proposal with a Subcontractor(s), the services or solution the Subcontractor provides must meet or exceed the below minimum requirements.

- Contractor shall have five (5) years of experience processing parking citations, with more than 100,000 citations processed annually, providing management support systems, collecting delinquent citations, and coordinating activities with the California Department of Motor Vehicles.
- Contractor shall have five (5) years of experience processing parking permits, with a total volume of more than 1,000 permits processed annually, providing management support systems, permit application and payment processing, and digital and/or physical permit fulfillment.

- Contractor shall have three (3) years of experience providing support services, including notice mailing, mail-in payment processing, IVR telephone service, call center customer service, and entry of manual citations in a municipal or university parking environment.

Background

Parking Operations

The City of Berkeley manages parking operations through collaboration between multiple City departments. Parking Services manages parking permits and Administrative Reviews; the Police Department is responsible for parking enforcement; Finance Customer Service assists walk-in customers with payments, permit applications, payment plans, and appeals; the City Manager’s Office processes Administrative Hearings; the Finance Department oversees all of the revenue, payments, refunds, and reversals for the whole system; 311 assists customers and uploads the refund file; and IT manages the infrastructure support for the City.

Following is a list of the City’s current parking systems and partners:

System	Provider
Citation and permit management	Passport Labs
License plate recognition (LPR) system	Genetec/Route 1
Single-space parking meters	IPS
Pay stations	IPS
Mobile payment	ParkMobile
Merchant processing	Fiserv/First Data
Financial system	Current: FUNDS\$ (Central Square) Transitioning to: Tyler Enterprise ERP*

*Transition date TBD.

Citation Statistics

The City issues approximately 145,000 parking citations per year. Parking citation revenue averages over \$7M annually. The last five years of citation data can be found below. The City’s Fiscal Year runs from July 1 through June 30 each year.

Fiscal Year	2021	2022	2023	2024	2025*
Electronic Citations Issued	113,466	127,717	149,611	145,880	67,566
Manual Citations Issued	182	501	484	344	404
Qty. of CA Citations Issued	108,117	121,619	141,926	138,495	64,436
Qty. of Out-of-State Citations Issued	5,531	6,599	8,169	7,729	3,676
Qty. of Online Payments	71,616	87,417	101,304	102,570	45,754
Qty. of IVR Payments	3,753	3,515	3,888	3,617	1,519
Qty. of Mailed-in Payments	10,582	10,490	10,220	9,076	3,613
Qty. or In-person Payments	482	2,297	3,360	3,282	1,912
Qty. of 311 Payments	111	74	81	1	0
Qty. of Payments Received via CA DMV	2,523	3,447	3,976	1,554	208
Qty. of Delinquent Collections Payments	0	0	0	0	0
Qty. of FTB Payments	0	0	0	0	0
Revenue	\$5,224,414.66	\$6,592,192.39	\$7,889,221.96	\$7,608,006.22	\$3,227,057.46
Qty. of Open/Unpaid Citations	15,228	14,452	22,839	27,342	19,939

Fiscal Year	2021	2022	2023	2024	2025*
\$ of Open/Unpaid Citations	\$1,653,961.71	\$1,874,018.45	\$3,232,600.37	\$3,928,361.99	\$1,948,742.54

*Through November 25, 2024

The City receives approximately 13,500 Administrative Review requests and 330 Administrative Hearing requests per year.

Payments

Payments for parking permits and citations can be made through:

- City sources
 - In-person (permits and citations)
 - City’s 311 customer service representatives (citations)
- Contractor-managed sources
 - IVR (citations)
 - Lockbox (permits and citations)
 - Online (permits and citations)
 - Delinquent collections
 - CA DMV
 - FTB
 - Secondary/delinquent collections

The City currently only issues refunds for parking citations and permits by check.

The City is currently evaluating the implementation of a point-of-sales system for in-person payments.

Contractor Support

The City’s current Contractor provides the following services on behalf of the City.

- Notice mailing: The current Contractor generates and mails approximately 150,000 notices on behalf of the City per FY.
 - Two citation notices
 - One courtesy notice sent after seven days after issuance
 - One notice of delinquency, sent 29 days after issuance
 - Appeal decision letters
 - Citation correction notices
 - Drive-away notices
 - Payment plan letters
 - Permit renewal and other related permit notices
- Mail processing
 - Citation payments, appeals, and hearing requests
 - Permit applications
- IVR
- Customer Call Center
 - Provides general information on City locations, office hours, and websites
 - Directs callers on how to pay or appeal a parking citation
 - Provides citation status information
 - Provides information on how to apply for a parking permit
 - Verifies address eligibility for a residential parking permit

- Cost
- How to apply for a visitor permit and how they work
- Provides list of eligibility documents
- Validates mailing addresses
- Generates custom refund file
- Delinquent collections

The Customer Call Center receives approximately 8,000 calls per year.

Citation Issuance

The City has a total of (21) Parking Enforcement staff currently utilize 30 Zebra TC57 handheld devices and 30 Zebra ZQ320 Plus printers for citation issuance. The City has a fleet of 30 enforcement vehicles, 22 utilizing LPR technology with Genetec LPR Cameras through Route1. Parking enforcement operates Monday through Saturday from 7 AM to 6:30 PM, 7 PM to 11 PM, and during special events as needed.

Residential Preferential Parking Permits

The City issues Residential Preferential Parking (RPP) permits in zones throughout the City. A map of the RPP zones can be found here:

<https://experience.arcgis.com/experience/01c78c4c8c1348cf89f1098a0a229794>

Each address can have up to three (3) residential parking permits or up to two (2) in Zone P. A waiver form must be submitted if a household needs more than the maximum for their address. If approved, the extra RPP permits incur a \$100 surcharge on top of the individual permit fees.

RPP permits are generally valid from July 1 to June 30. To apply for an RPP permit, the resident must submit a copy of their government-issued photo identification, vehicle registration, and proof of residency (if not already listed on the registration). Permits cannot be renewed if the license plate number has any outstanding parking citations (unpaid for more than 21 calendar days). The vehicle must be registered to a Berkeley address. If the vehicle is not yet registered in Berkeley, the resident must change their address with the DMV and submit a screenshot of the confirmation page showing their name, license plate, and Berkeley address. If the vehicle is registered in another person's name, the resident must provide a signed letter from the registered owner authorizing their vehicle use and a copy of the registered owner's valid picture ID. Even though the vehicle is registered in a different name, the vehicle must still be registered to a Berkeley address.

Permit applications can be submitted online, by mail, or in person. An annual RPP permit costs \$66 and is valid until June 30. If a permit is purchased between January – June, the cost is reduced to \$33.

Residents can purchase visitor parking permits so their guests can park in their neighborhood without the 2-hour time limit. To purchase visitor permits, residents do not need a car or an RPP permit. Purchases require government-issued photo identification and proof of residency.

RPP Visitor Permits

Residents can purchase either a one-day digital or one-day hangtag visitor permit for one-day guests for \$3 each. Up to 20 one-day visitor permits can be purchased each year.

Digital one-day visitor permits are valid for 24 hours following activation. Once activated, they cannot be edited or scheduled for future dates. Residents can activate up to five digital one-day passes at once for a large gathering.

Physical hangtag visitor permits can be purchased in person or by mail. Residents need physical hangtags (not digital passes) if they host a large gathering of over five people.

Residents can purchase up to three 14-day visitor permits for \$34 each. 14-day visitor permits are valid for 14 consecutive calendar days. Residents can apply up to three weeks before using the permit.

In-Home Care Parking Permit

Residents who live at addresses eligible for an RPP permit and require in-home care can apply for a hangtag parking permit for their caregiver. Residents can apply for up to three in-home care permits so their caregivers can park without a 2-hour time limit. Permits cost \$66 and are valid from July 1 – June 30.

To apply for an In-Home Care Parking Permit, the resident must prepare:

- Physician Reviewed Medical Affidavit form
- Completed In-Home Care Permit Application
- Proof of residency
- Photo ID
- Check or money order, payable to the City of Berkeley

In-Home Care Parking Permits can be applied for in person at the City’s Customer Service Center or by mail. In-Home Care Providers can purchase the permits on behalf of the resident. They will need a note from the resident authorizing them to purchase the permit, a copy of the resident’s identification, the completed application, the physician statement, and payment.

Child-care Parking Permit

Residents who live at addresses eligible for an RPP permit and require at-home child care for a minor 12 years of age or younger can purchase one transferable hangtag permit per address for caregiver(s) use. Child-care permits cost \$83 per year and are valid from July 1 - June 30.

To apply for a Child-care Parking Permit, the resident must provide:

- Completed Child-care Permit Application form
- Completed Child-care Affidavit form
- Copy of birth certificate for each child under 12 named in the affidavit
- Resident’s photo ID
- Resident’s proof of residency in the requested RPP area
- Check or money order payable to “City of Berkeley” (or Visa or Mastercard for card payment)

Merchant Parking Permits

Eligible businesses can purchase one merchant permit to park near their business. A business is eligible for a merchant parking permit if it is located in one of the merchant permit address ranges.

<https://berkeleyca.gov/sites/default/files/documents/Merchant%20Permit%20Parking%20Eligibility.pdf>

A map of the merchant permit zones can be found here:

<https://experience.arcgis.com/experience/01c78c4c8c1348cf89f1098a0a229794>

Merchant permits cost \$185 annually and are valid from March 1 – February 28. Merchant Parking Permits are currently only available for purchase in person.

Elmwood SmartSpace Employee Parking Permits

Eligible businesses in the Elmwood District can apply for employee parking permits. To be eligible, their business must be located within the Elmwood District and, if employing ten or more staff, demonstrate compliance with the Tax Relief Action to Cut Commuter Carbon (TRACC) program. Businesses can purchase these employee parking permits in addition to the merchant permit. The hangtag permits can be transferred between employees.

SmartSpace permits cost \$185 annually and are valid from May 1- April 30. Applicants of this permit must provide the following:

- Up-to-date employee roster indicating full and part-time staff.
- Verification of the commute benefits provided to your employees if the business has ten or more employees.
- Number of dedicated off-street parking spaces available to your business.

The cost for renewal is prorated for late renewals:

- \$185 if renewed between May 1 – October 31
- \$145 if renewed between November 1 – January 31
- \$125 if renewed between February 1 – April 30

There are 120 total permits available for all eligible businesses in the Elmwood District. The City issues permits to individual employers on a first-come, first-served basis. Each business can request permits for up to 60% of its full-time equivalent staff. Permits are assigned to nearby residential blocks based on proximity to the business.

Under the SmartSpace program, the City issues permits to employers without determining or managing permit allocation among individual employees. Permits are transferrable among employees at a particular business, but they are only valid for the block noted on the permit.

Permit Statistics

Permit Type	2021	2022	2023	2024
Qty. of Annual RPP issued	18,679	13,489	12,556	12,504
Revenue for Annual RPPs	\$1,164,654	\$838,746	\$784,303	\$785,338
Qty. of 1-Day Digital Visitor Permit issued	2,795	17,456	17,985	21,517
Revenue for 1-Day Digital Visitor Permits	\$8,385	\$52,368	\$53,955	\$64,551
Qty. of 1-Day Hangtag Visitor Permit issued	24,978	12,218	12,047	11,132
Revenue for 1-Day Hangtag Visitor Permits	\$74,934	\$36,654	\$36,141	\$33,396
Qty. of 14-Day Visitor Permit issued	21	1,119	1,247	1,137
Revenue for 14-Day Visitor Permits	\$714	\$38,046	\$42,398	\$38,658
Qty. of In-Home Care Parking Permit issued	141	110	119	106
Revenue for In-Home Care Parking Permits	\$8,349	\$6,666	\$7,029	\$6,765
Qty. of Child-care Parking Permits issued	n/a	1	57	55
Revenue for Child-care Parking Permits	n/a	\$83	\$3,664	\$3,949
Qty. of Merchant Parking Permits issued	113	101	97	106
Revenue for Merchant Parking Permits	\$20,905	\$18,685	\$17,945	\$19,610
Qty. of Elmwood SmartSpace Employee Parking Permits issued	n/a	n/a	37	36
Revenue for Elmwood SmartSpace Employee Parking Permits	n/a	n/a	\$3,996	\$3,726

Approximately 11,000 permit-related notices are mailed, and 21,000 are emailed yearly.

II. SCOPE OF SERVICES

1 Citation Management System (CMS)

The following is a list of requirements for the CMS:

1.1 CMS Key Requirements

- 1.1.1 The Contractor shall provide a comprehensive web-based software solution that integrates citation-related data, vehicle registered owner data, complete records of all processing status, and public contacts by phone or mail. The solution shall be accessible to both the Contractor and the City staff.
- 1.1.2 The CMS shall allow full customization of the City-specific business rules determined during the Design Review process. The City may change the business rules at its sole discretion, which the Contractor will implement within five business days.
- 1.1.3 The CMS shall transfer citation data and photos from enforcement devices to the CMS software in real-time, allowing motorists to pay citations immediately via all available payment channels.
- 1.1.4 The CMS shall allow the creation of a temporary citation record when a motorist attempts to pay or contest a citation, but the citation has not yet been uploaded. Once the handheld citation data has been uploaded, the data from the temporary citation will be merged into the uploaded data, and the temporary citation will be discarded.
- 1.1.5 The Contractor and the CMS shall file and store citations in an easily retrievable format for the required timeframe by the City and State.
- 1.1.6 Allow scofflaw and ‘hot-list’ management to be integrated into the CMS and Enforcement Issuance software.
- 1.1.7 Ability to import an “allowed list” of vehicles that are not to be cited.
- 1.1.8 The Contractor shall maintain real-time access to motor vehicle registries in California.
- 1.1.9 The Contractor to allow for access to other states and international registries to obtain registered owner information.
- 1.1.10 The Contractor will be responsible for all fees for obtaining registered owner information.
- 1.1.11 The CMS shall provide a process and reporting for the City to validate DMV vehicle makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation.
- 1.1.12 The CMS shall provide a process and report for the City to review DMV “No Hit” lists to ensure that license plate and state have been entered correctly.
- 1.1.13 The CMS shall provide a process and reporting for the City to review duplicate citations and correct dates, violation codes, and fine amounts.
- 1.1.14 The CMS shall provide the functionality to manage rental car agency and fleet programs, including the following:
 - 1.1.14.1 Store and track car rental agency and vehicle fleet reports of responsible billing parties from parking citations.
 - 1.1.14.2 Enrollment and maintenance of existing fleet accounts, including enrollment date, contact information, date of termination, enrolled vehicles, etc.
 - 1.1.14.3 Electronic invoicing and payment tracking.
- 1.1.15 The CMS shall generate all notices and correspondence to be mailed based on the City’s business rules.
- 1.1.16 The CMS shall generate all notices and correspondence by batch or individually.
- 1.1.17 The CMS shall allow entry of returned mail details and scanned copies of the returned items.
- 1.1.18 The Contractor shall provide an IVR service for phone payments.

- 1.1.19 The Contractor to facilitate a robust Delinquent Collections Program.
- 1.1.20 The Contractor shall import citation records issued before the execution of the contract at the City's instruction.
- 1.1.21 The CMS shall allow for assigning permissions to access certain features based on user ID, including limitations on the ability to correct dates, duplicate citations, violation codes, fine amounts, and suspension/dismissal codes.
- 1.1.22 The CMS shall allow customizable suspension, dismissal, and void codes/reasons. All codes shall have automation capabilities, allowing for their application and removal based on specific business rules dictated by the City.
- 1.1.23 The CMS shall allow a record for citation voided by an enforcement officer in the field.
- 1.1.24 The CMS shall allow automating invoicing, late fees, appeals, and collections with a scheduler function.
- 1.1.25 The CMS shall store and track previous and current owner information when a transfer of vehicle ownership has occurred by clearly notating in the account with changes, including the source, old address, new address, date of owner transfer, etc.
- 1.1.26 The CMS shall maintain and update a confidential vehicle database for exemptions authorized by the City linked to the parking enforcement handheld units.
- 1.1.27 The CMS shall allow for the processing and recording of refunds and reversals.
- 1.1.28 The CMS shall provide complete audit trail information for every processing transaction. This information must be captured and retained for each citation until the related citation is purged from the system per the policies established by the City. All processing activities will be subjected to a detailed audit by the City.
- 1.1.29 The Contractor's technical support shall be available via phone and email.
- 1.1.30 The Contractor shall provide the City with a real-time mode for looking up CA DMV registrations and disabled placards within the CMS.
- 1.1.31 The CMS shall allow users to preview and edit notices and correspondence for individuals prior to them being mailed.

1.2 CMS Software Requirements

The CMS shall allow the City to perform the following functions:

- 1.2.1 Entry of manually issued citations.
- 1.2.2 Query for citation data by any input field, including, but not limited to, date, citation number, license plate number, name and address of the registered owner and responsible party, citation location, enforcement officer, and VIN.
- 1.2.3 Access in an online, real-time mode at a minimum, but not limited to, the following:
 - 1.2.3.1 Summary Citation Data: citation number, state and license plate, parking meter number (if applicable), violation code with description, issue date and time, location, amount due, and current processing status.
 - 1.2.3.2 An electronic copy of the citation issued by the wireless electronic ticket writer.
 - 1.2.3.3 Issuing enforcing officer information.
 - 1.2.3.4 Vehicle Data: vehicle make/model, vehicle color, vehicle type, registered owner name, address as provided by DMV, and the effective date of vehicle ownership.
 - 1.2.3.5 Financial Data: 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 the late payment penalty was imposed, returned check fee, or fee for obtaining a copy of a citation.
- 1.2.3.6 Mail Data: the mail date, description, and copy of all notices or correspondence generated for the record and returned mail.
- 1.2.3.7 Processing Data: the processing batch date and number (if applicable), digital imaging index (if applicable), the date on which the citation was updated to the CMS, 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.
- 1.2.3.8 Registry Data: the vehicle make as recorded by the DMV, the date on which ownership data was recorded, and dates that indicate returned mail or registration non-renewal.
- 1.2.3.9 Adjudication Data: for administrative adjudication hearings, the date, time, office location, and disposition for in-person, telephone, video, and written declaration hearings for citations.
- 1.2.3.10 Suspend and Dismiss Data: the date and time a temporary suspension is applied that stops normal processing, the ID of the person processing the suspension, the type of suspension, and the date the suspension will be removed.
- 1.2.3.11 Correspondence Data: an imaged copy of all related correspondence as well as the date, time, code, and sufficiently detailed and readable description of all correspondence mailed relating to a citation along with the address used.
- 1.2.3.12 Returned Mail Data: the date the United States Postal Service returned any notice or correspondence as undeliverable. This shall include the address or addresses used. Multiple entries should be kept and used for skip-tracing efforts.
- 1.2.3.13 Payment Data: payment date, payment type, payment source, amount, payment method, payment batch number, and a copy of the check with appropriate security measures.
- 1.2.4 Pay or dismiss citations on one or multiple plates in one transaction.
- 1.2.5 Add notes to citations and plates.
- 1.2.6 Attach documents to citation records.
- 1.2.7 Place citations on hold to suspend penalty and notice activity.
- 1.2.8 Generate notice and correspondence letters.
- 1.2.9 Void citations with custom City void codes.
- 1.2.10 Support for multiple vehicle owners.
- 1.2.11 View and print a copy of a citation and images/photos taken during citation issuance.

1.3 Payment Plans

Payment plans are available for individuals who qualify based on the California Vehicle Code(CVC). Additional payment plans may be available based on the City’s defined criteria. Once approved, the payment plan shall allow the total amount due to be paid in installments over a set period of time. The CMS shall include the ability to support the CVC and City-required payment plans.

The CMS shall have the following capabilities:

- 1.3.1 Create and manage payment plans per existing and future State, California Vehicle Code (CVC), and City policies.
- 1.3.2 Allow motorists to apply for payment plans online, by mail, or in person.
- 1.3.3 Allow motorists to make a payment on a plan online, by phone, by mail, or in person.
- 1.3.4 Allow motorists to save a debit/credit card for automatic payment on a plan on a scheduled date for a scheduled amount.
- 1.3.5 Automatically generate payment plan amounts and dates based on City business rules.
- 1.3.6 Generate payment plan letters based on City business rules.
- 1.3.7 Allow authorized City staff to adjust payment plan amounts and due dates.
- 1.3.8 Allow for more than one concurrent payment plan for a motorist.

1.4 Adjudication

The City will process adjudication appeals and hearings. The Contractor shall provide an adjudication module with minimum following requirements:

- 1.4.1 The Contractor shall provide functionality for the entire appeals and adjudication process lifecycle following prescribed timelines and processes for persons contesting parking citations per State of California law, CVC, and City policy.
- 1.4.2 Allow assigned users the ability to initiate an appeals process on behalf of a motorist.
- 1.4.3 For contested citations, the CMS 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.
- 1.4.4 Allow an action to suspend a citation while appeals are under investigation. This action should be automated in the case of owner-initiated appeals (such as online).
- 1.4.5 Allow for recording an appeal reason customizable by the City and include comments provided by the contestant.
- 1.4.6 Allow appeals to be marked for follow-up and provide easy reporting to search for those appeals, such as meter or sign checks.
- 1.4.7 Allow comments input to be attached to a record pertaining to the adjudication actions.
- 1.4.8 Allow the attachment and review of files and supporting evidence to a record pertaining to the adjudication process.
- 1.4.9 Allow the selection of a reason for appeal using a drop-down menu. Reasons shall be customizable by the City.
- 1.4.10 Allow the adjudicator to record a case decision with suspension, dismissal, or liability codes. Codes shall be customizable by the City.
- 1.4.11 Generate and attach to the record decision letters that can be printed, emailed, or mailed to the recipient.
- 1.4.12 Generate and attach to the record a 'no show' (motorist did not attend appeals appointment) letter that can be printed, emailed, or mailed to the recipient.
- 1.4.13 Track all actions as part of the appeal and adjudication process, including person, time, and date for historical review.
- 1.4.14 Ability to process appeals online, in person, by phone, or by mail.
- 1.4.15 An appeals queue for the City to address appeals as they are received. Queue shall include filtering and sorting functionality.
- 1.4.16 Provide a scheduler module for scheduling Administrative Hearings.
- 1.4.17 The scheduler module shall allow the City to schedule the hearing based on a predetermined schedule and indicate the type of hearing (e.g., in-person, phone/video, or by mail).

- 1.4.18 An adjudicator shall be able to query and view scheduled hearings by date and type (in person, mail/online, versus phone/video conference).
- 1.4.19 Adjudicators shall be able to adjust motorist amounts due and previously assigned decisions.

1.5 DMV

Under California State law, the registered owner of a vehicle, as identified by the California DMV (or equivalent) where the vehicle is registered, is liable for all parking violations. The accurate and timely acquisition of registered owner information is critical to the success of processing citations, i.e., sending notices, collecting fines, and escalating to collections.

For the purpose of clarity, all references in this RFP to “DMV” mean any state’s or province’s motor vehicle registry unless the reference specifically states “CA DMV” to refer to the California Department of Motor Vehicles.

The following is a list of requirements for DMV processing, including integration and interfacing:

- 1.5.1 DMV Data Integration
 - 1.5.1.1 The Contractor’s CA DMV interface shall be in real time, obtaining and importing the registered owner’s information to the CMS in real-time.
 - 1.5.1.2 The Contractor’s out-of-state/international interfaces shall obtain and import the registered owner’s information to the CMS as soon as possible, but no more than 7 calendar days.
 - 1.5.1.3 The Contractor’s DMV interfaces must be capable of inquiring through the DMV for registered owner information using either a VIN or the vehicle license plate number.
 - 1.5.1.4 The Contractor shall continuously attempt to retrieve registered owner information at regular intervals for all unpaid parking citations without registered owner information in the CMS at no additional cost to the City.
 - 1.5.1.5 If data was not received or is incomplete, reporting must be provided to identify for follow-up of all incomplete or declined transactions.
 - 1.5.1.6 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.
 - 1.5.1.7 The CMS must store, update, and maintain the following information:
 - 1.5.1.7.1 License plate: effective date of vehicle registration and vehicle identification number (VIN).
 - 1.5.1.7.2 The dates on which DMV data were: (a) requested, (b) returned from DMV, and (c) confirmed or errors noted.
 - 1.5.1.7.3 The date that any holds were 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; and data on hold that have been released.
 - 1.5.1.8 The Contractor must track and inform the City of all additions, changes, and deletions to existing State and local laws affecting parking issues as soon as the Contractor learns of the change but no later than two weeks after the change is approved (such as signed by the Governor, published by the City Clerk, notice issued by the DMV, etc.).

- 1.5.1.9 The Contractor must be able to adjust its solution (hardware and software) to incorporate and modify all additions, changes, and deletions to the existing parking regulations and statutes.
- 1.5.2 The CMS shall support DMV Registration Holds.
 - 1.5.2.1 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 Contractor must provide an online, 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.
 - 1.5.2.1.1 The information required by the CA DMV must be automatically forwarded for registration hold processing, and its receipt by the CA DMV must be acknowledged.
 - 1.5.2.1.2 Reports are required to verify compliance.
 - 1.5.2.2 When payment is received or suspend/dismal is applied to a record, the Contractor must be able to release the registration hold at CA DMV within 24 hours.
 - 1.5.2.3 Reports are required to verify compliance.
 - 1.5.2.4 Release date must be noted in the citation record.
 - 1.5.2.5 The citation history for each citation receiving a registration hold must be updated to indicate the most recent processing step in the hold cycle and hold history.
 - 1.5.2.6 The CMS must process and account for payment transactions associated with money collected by the CA DMV.
 - 1.5.2.7 The Contractor’s database must be updated with all citation payment transaction details, and the payment information received from DMV must be reconciled with the parking citation database.
 - 1.5.2.8 The Contractor shall be able to report on DMV hold and payment activities
- 1.5.3 Split-Plate Logic
 - 1.5.3.1 The CMS must reliably and automatically compare the issue date of each citation with the vehicle registration date information on file at the DMV. This is especially important in states such as California, where the license plate stays with the vehicle rather than with the owner.
 - 1.5.3.1.1 The CMS must use registration date information to assign legal responsibility for each citation to a registered owner based on the effective date the license was assigned to a particular individual by a motor vehicle agency.
 - 1.5.3.1.2 Citations issued before a change in registered owner must be assigned to the previous owner.
 - 1.5.3.2 Registration updates shall be made as frequently as possible and immediately updated in the CMS.
 - 1.5.3.3 The CMS must accommodate manual correction of incorrect entries.
 - 1.5.3.4 The CMS must provide an online, real-time display of multiple citation records for a single plate, split by date of ownership.

1.6 Delinquent Collections

The Contractor will provide and support a delinquent collections program to maximize past-due citation payment collection. The City does not endeavor to create a punitive relationship with motorists but instead encourages compliance with the law and parking program regulations.

The following is a list of requirements related to delinquent collections:

- 1.6.1 The Contractor shall provide and manage an effective special collection program, including a collections software system, and diligently, cost-effectively collect the City-assigned delinquent accounts.
- 1.6.2 The City shall approve business rules prior to activating a delinquent collections program. Business rules will include plans, notices, timelines, and activities related to delinquent collections.
- 1.6.3 The Contractor shall follow and implement procedures to consistently abide by local, state, and federal laws requesting collections activities.
- 1.6.4 The 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 secondary collection services furnished by its officers, employees, agents, and Subcontractors.
- 1.6.5 The Contractor shall fully comply with the Fair Debt Collection Practices Act, Fair Credit Report Act, and all other applicable federal statutes, regulations, rules, and standards, plus all applicable California fair debt collection practice and consumer protection laws and regulations, and applicable licensing and accreditation standards for collection agencies.
- 1.6.6 The Contractor shall be capable of importing and collecting on citations issued prior to contract execution.
- 1.6.7 The Contractor shall continuously perform the debtor identification through DMV look-up, forward address monitoring, and advanced skip tracking.
- 1.6.8 The Contractor shall mail delinquent collection notices in line with City Noticing and Correspondence Requirements.
- 1.6.9 The Contractor shall manage DMV registration holds.
- 1.6.10 The Contractor shall manage the Franchise Tax Board (FTB) Intercept Program.
- 1.6.11 The Contractor shall manage outbound calling efforts.
- 1.6.12 The Contractor shall enable payment of debts through all channels required throughout this RFP.
- 1.6.13 The Contractor shall update and maintain records in the CMS regarding all delinquent collection efforts in real-time. In the case of a secondary collection Subcontractor, the City may approve batch updates made within reasonable timeframes.
- 1.6.14 The Contractor shall be able to report on Delinquent Collection efforts such as mailings, calls, collection technique success, and more.
- 1.6.15 The Contractor shall be able to report on Delinquent Collections, including quantities, values, dates, and more.
- 1.6.16 In all cases, the only fees the City will pay to the Contractor for Delinquent Collections activities will be a subset of those amounts actually received, deposited, and paid to the City.
 - 1.6.16.1 The Contractor shall be responsible for all and any expenses related to delinquent collections.
 - 1.6.16.2 The City shall determine if the expense is passed on to and paid by the violator., The Contractor shall be reimbursed with the cost.

- 1.6.17 At the City’s discretion, the Contractor will support the City in the processing of writing off citations as approved by City Management or Council.

Several categories of citations require additional handling and collection efforts because they have remained unresolved despite all other collection efforts. The Contractor shall make efforts for the following types of collections.

- 1.6.18 DMV ownership transfers – These are citations in which the DMV has indicated a transfer of ownership from the individual on record with no additional ownership data.
- 1.6.19 DMV Make-Match failure – These are citations for vehicles whose makes do not match those registered with the DMV.
- 1.6.20 DMV Hold Reject – These are citations issued against vehicles for which registration hold requests were rejected due to some data not matching DMV files.
- 1.6.21 No Registry Confirm – These are citations for which the DMV did not obtain the owner’s name and address.
- 1.6.22 Aged Registration Hold—These are citations issued against vehicles placed on registration hold but that have passed their registration expiration date and have not responded.
- 1.6.23 Declaration of Non-Ownership—These are citations for which a motorist has submitted a declaration of non-ownership stating that they were not the owner of the vehicle at the time of the parking citation.
- 1.6.24 No Address Found – These are citations wherein the current address was identified as undeliverable.
- 1.6.25 Rental—These are citations issued to rental vehicles, and the rental company identified the motorist who rented the vehicle but has not paid the citation.

1.7 FTB Intercept Program

- 1.7.1 The Contractor shall manage the interface and certification for Franchise Tax Board (FTB) Intercept payments on behalf of the City.
- 1.7.2 The Contractor shall manage the FTB submission process in a timely manner, adhering to all FTB guidelines and State of California policy and law.
- 1.7.3 The Contractor shall adequately identify and collect required data for eligible records to be submitted to FTB.
- 1.7.4 The Contractor shall generate and send mail notifications prior to file submission as required.
- 1.7.5 The Contractor shall receive and process FTB files, updating the CMS in real time.
- 1.7.6 The Contractor shall modify/notify the intercept program in a timely manner if the amount to be intercepted has changed.
- 1.7.7 The Contractor shall assist in processing timely refunds in the event of overpayment or misidentification.
- 1.7.8 The Contractor shall be able to report on FTB activities.

2 Citation Issuance Devices & Software

The City currently provides and uses 30 Zebra TC57 handheld devices and 30 Zebra ZQ320 Plus printers. The Contractor is required to provide handheld citation issuance devices and printers.

2.1 Enforcement Handhelds

Proposers shall submit a hardware solution that represents the current state of mobile wireless device technology and data management.

Proposers may propose one or both of the following options:

- A handheld device with a separate printer.
- An “all-in-one” or “single-piece” handheld device where the printer and handheld are attached.

The following is a list of requirements for handheld issuance devices:

- 2.1.1 The Contractor shall supply the City with handheld citation issuance devices and printers and manage and support the devices for the duration of the contract.
- 2.1.2 The Contractor shall provide the data/cellular plan for the handheld citation issuance devices.
- 2.1.3 The handheld and printer must include the protective infrastructure to ruggedize and protect equipment from working conditions and outdoor elements.
- 2.1.4 The Contractor shall provide the necessary charging equipment for the handheld citation issuance devices and printers.
- 2.1.5 The handheld and printer shall be able to withstand drops, be water resistant, and have appropriate screen protection and grip control.
- 2.1.6 The life span of all devices shall be at least three years with proper use.
- 2.1.7 The cellular communications on any handheld device provided to the City during the term of the contract shall last at least five years.
- 2.1.8 The Contractor shall support all devices for the agreement term, including hardware, operation system software, and communication plans.
- 2.1.9 Handheld and printer batteries shall last an entire shift (up to 11 hours); supplemental in-field replaced battery packs or mobile charging will be acceptable.
- 2.1.10 Handheld devices shall include a camera with a minimum resolution of 8 megapixels, be able to take photos in all lighting conditions, and geotag the images taken.
- 2.1.11 Handheld and printer shall have an optional carrying case.
- 2.1.12 Handheld devices shall include Wi-Fi, Bluetooth, and GPS capability.
- 2.1.13 Should advancements in cellular technology or end-of-life require new devices, the Contractor will provide at least one year's notice to the City and provide reasonably priced options for upgrades.
- 2.1.14 In the case of separate components, printers shall include Bluetooth capability and shall not require a physical connection to the handheld for operations.
- 2.1.15 All handheld devices shall be interchangeable when paired with all printers. However, a handheld shall not deviate from the current printer connection without the user prompting a new connection.
- 2.1.16 Handheld devices shall include functionality that prevents device usage as a telephone or allows calling only to specific phone numbers, as directed by the City.
- 2.1.17 Handheld devices shall include functionality that prevents SMS/text capability use unless limited to specific numbers, as the City directs.
- 2.1.18 Handheld devices shall include functionality that restricts the device so that users in the field cannot add or remove apps/software unless directed by the City.
- 2.1.19 The Contractor shall provide handheld device printer citation paper stock for the duration of the contract.

- 2.1.19.1 The citation paper stock shall include a design and text provided by the City.

2.2 Citation Issuance Software

The following is a list of requirements for handheld issuance software:

- 2.2.1 The following fields, at a minimum, must be captured during citation issuance by the Contractor's enforcement software:
 - 2.2.1.1 Citation number
 - 2.2.1.2 License plate
 - 2.2.1.2.1 Where plate is not available, a field for up to 17-digit VIN shall be provided
 - 2.2.1.3 License expiration Year/Month, Body Type (DMV specific), Vehicle Make, Vehicle Color
 - 2.2.1.4 Meter Number field
 - 2.2.1.5 State
 - 2.2.1.6 Last four digits of VIN
 - 2.2.1.7 Violation code and description (up to three)
 - 2.2.1.8 Location of violation, including City defined zones
 - 2.2.1.9 Issue date
 - 2.2.1.10 Issue time
 - 2.2.1.11 Officer ID
 - 2.2.1.12 Officer signature
 - 2.2.1.13 Notes to print on citation (known as external notes)
 - 2.2.1.14 Officer notes, not visible to the public (known as internal notes)
 - 2.2.1.15 Electronic marking
 - 2.2.1.16 Photos, videos, and audio
- 2.2.2 Software shall have the ability to support pay-by-plate, pay-by-space, permit status, and mobile payments.
- 2.2.3 Software shall provide the ability to validate disabled placards with DMV look-up.
- 2.2.4 Software shall provide a user-friendly interface for ease of use and durability.
- 2.2.5 Software shall require a password/security sign-in to prevent unauthorized use
- 2.2.6 Software shall allow the user to view and void any citation written by the user in the active session.
- 2.2.7 Software shall support voiding a previously issued citation requiring a City-defined reason/code and explanation input.
- 2.2.8 Software shall support the reprinting of an issued citation that is identical to the original.
- 2.2.9 Software shall automatically transfer and upload citations issued by the handheld to the CMS in real-time, including any audio and/or picture associated with the citation.
- 2.2.10 Software 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, license plate, or VIN cannot be created.
- 2.2.11 Upon entering a license plate during citation entry, the software shall automatically search necessary lists (scofflaw, permit, hotlist, stolen vehicle, etc.) for a match.
 - 2.2.11.1 If a match is found, the appropriate information will be displayed on the handheld screen.

- 2.2.12 Software shall support monitoring vehicles in a fixed time limit zone across accessible to all handhelds simultaneously. This shall allow multiple Officers to enforce time limits at the location simultaneously.
- 2.2.13 Software shall accurately time and date stamp transactions by the system's master clock.
- 2.2.14 Software shall support the issuance and tracking of warning notices as well as actual citations, including issuance history by license plate.
- 2.2.15 Software shall support standard location codes or block faces and descriptions. Locations shall also be manually generated when necessary.
- 2.2.16 Software shall support multiple citation number sequences and formats.
- 2.2.17 Software shall Support CA CVC requirements for "Drive-Away" citations, including marking a citation as a drive-away.
- 2.2.18 The software shall, at minimum, allow the selection of the previous location for a new citation; otherwise, it supports the geofencing capability to auto-populate locations.
- 2.2.19 Software shall include geolocation functionality, where the user's zones or location will be updated and the related field populated; however, the user may change the zone or location.
- 2.2.20 Software shall support real-time tracking of officer location based on GPS coordinates.
- 2.2.21 All prefilled selectable fields shall allow a user to view the entire field before selection. This may include scrolling across the field to view.
- 2.2.22 All prefilled selectable fields shall allow for alphanumeric keyboard entry, narrowing the available selectable fields to the entry.
- 2.2.23 Software shall support photos taken as part of the citation process. These photos shall be maintained within the citation "app" and uploaded to the CMS, not simply placed on the device's "camera roll."
 - 2.2.23.1 The City shall be able to set a minimum number of photographs that must be taken for each citation.
 - 2.2.23.2 If the Contractor has a maximum number of photographs per citation, it must be greater than 10.
- 2.2.24 Provide a set of pre-fixed text lines for the notes (both printed and internal); when the officer is completing the notes, they can pick from City-defined pre-established text lines or use free-from text entry.
- 2.2.25 The solution shall integrate with LPR systems so that any "hit" on the mobile LPR can be transferred seamlessly to the handheld, including associated LPR images.
- 2.2.26 Software shall 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").
- 2.2.27 Software shall support an Officer activity log, allowing the Officer to record issues or notes in the field.
- 2.2.28 Print a complete citation or warning ticket, including the following fields on the front:
 - 2.2.28.1 Citation or warning number
 - 2.2.28.2 Date and time issued
 - 2.2.28.3 Badge number and name of issuing officer
 - 2.2.28.4 Location where citation issued
 - 2.2.28.5 Violation code for which the citation is being issued
 - 2.2.28.6 Violation description
 - 2.2.28.7 Violation amount
 - 2.2.28.8 State surcharge
 - 2.2.28.9 Total amount due
 - 2.2.28.10 Vehicle license plate or full VIN

- 2.2.28.11 The Last 4 digits of the VIN
- 2.2.28.12 Vehicle registration expiration date
- 2.2.28.13 Vehicle make
- 2.2.28.14 Vehicle color
- 2.2.28.15 Vehicle type
- 2.2.28.16 Public notes

3 Permit Management System (PMS)

3.1 PMS Key Requirements

The following is a list of key requirements for the PMS solution:

- 3.1.1 The PMS shall be online and cloud-based, requiring no software installation, and accessible from any PC with a web browser.
- 3.1.2 The PMS shall update in real time.
- 3.1.3 The PMS shall allow for full customization of the City-specific business rules determined during the Design Review process. The City may change the business rules at its sole discretion, which the Contractor will implement within five business days.
- 3.1.4 The Contractor solution and all related components shall comply with the Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)), as applicable.
- 3.1.5 The PMS solution will provide a payment gateway for processing bank cards that is capable of processing Visa, Mastercard, and Discover, which will integrate with the City's current merchant processor, Fiserv/First Data.
 - 3.1.5.1 The Contractor will allow the City to change the merchant processor for no cost.
- 3.1.6 The PMS shall allow for assigning permissions to access certain features based on user ID.
- 3.1.7 The PMS shall support both physical and virtual parking permits tied to a license plate.
- 3.1.8 The PMS shall support the ability to prevent permitting processing and issuance when a motorist has citation-related amounts due to the City.
- 3.1.9 The PMS shall generate renewal and cancellation notices by mail and email.
- 3.1.10 The PMS shall generate renewal and cancellation notices by batch or individually.
- 3.1.11 The PMS shall generate acceptance or denial of permit application notices to be sent by mail and email.
- 3.1.12 The PMS shall generate a unique permit number.
- 3.1.13 The PMS shall allow the addition and removal of any permit types.
- 3.1.14 The PMS shall allow for multiple parking permit zones and districts.
- 3.1.15 The PMS shall provide functionality for guest parking permits.
- 3.1.16 The PMS shall support rolling expiration date (daily, weekly, monthly, annually, date-to-date).
 - 3.1.16.1 The PMS shall allow for renewals of permits with rolling expiration dates where permits purchased before the expiration of the current permit shall have a start date following the expiration of the previous permit.
- 3.1.17 The PMS shall support exception permit processing and quantity limitations with time period parameters.
- 3.1.18 The PMS shall restrict and allow multiple permits to be assigned to one license plate.

- 3.1.19 The PMS shall support multiple permit pricing structures, including flat, prorated, and tiered pricing.
- 3.1.20 The PMS shall support multiple permit waitlists.
- 3.1.21 The PMS shall support merchant and corporate permit programs, allowing an authorized end-user to manage a City-specified number of permits for their business.
- 3.1.22 An authorized user shall be able to conduct the following actions in the PMS:
 - 3.1.22.1 Create a new permit holder account.
 - 3.1.22.2 Enter or create permits assigned to a motorist.
 - 3.1.22.3 Correct, Autofill, or standardize address entries.
 - 3.1.22.4 Validate permit program eligibility based on supporting documentation.
 - 3.1.22.5 Approve or deny parking permit applications based on geographical (address) location, requested permit, or other City-determined factors.
 - 3.1.22.6 View and manage permit request queue, listing permits requiring review for approval.
 - 3.1.22.7 View and manage permit waitlists, including adding or removing waitlist requests.
 - 3.1.22.8 Process payments for permits.
 - 3.1.22.9 Process refunds for permits
 - 3.1.22.10 Process multiple permits in one transaction.
 - 3.1.22.11 Query by account name, account number, permit type, permit number, license plate number, and address.
 - 3.1.22.12 Add notes to permit accounts with no limitation.
 - 3.1.22.13 Edit account information and permit information.
 - 3.1.22.14 Cancel an existing permit.
 - 3.1.22.15 Print temporary permits.
 - 3.1.22.16 Print, mail, or email correspondences to permit holders.
- 3.1.23 The PMS shall provide complete audit trail information for every processing transaction. This information must be captured and retained for each permit until the permit is purged from the system per the policies established by the City. All processing activities will be subjected to a detailed audit by the City.

4 Customer Portal

The Contractor shall provide a customer-friendly portal to provide access to parking permit and citation information, adjudication, permit applications and management, and payment. The website does not have to be white-labeled. However, some City customization would be preferred, including a logo and City contact information with a link to the City parking website.

The following is a list of requirements for the portal:

- 4.1.1 The Portal shall be fully hosted by the Contractor and fully integrated with the Contractor's System in real time.
- 4.1.2 The Portal shall be available 24 hours per day, 7 days per week.
- 4.1.3 The Portal must be accessible on multiple browser platforms, including MS Edge, Google Chrome, Safari, and Firefox.
- 4.1.4 The Portal shall be PCI-compliant for online payment acceptance.
- 4.1.5 The City shall approve the application of any convenience fees.
- 4.1.6 The Portal shall allow the email of receipts and correspondence.

- 4.1.7 The Portal shall comply with all applicable ADA standards and requirements.
- 4.1.8 A motorist shall be able to complete the following citation-related actions via the portal:
 - 4.1.8.1 Search for a citation by license plate, citation number, VIN, or payment plan.
 - 4.1.8.2 View a copy of a citation, related photos, and citation notes.
 - 4.1.8.3 Pay a citation and all related fees.
 - 4.1.8.4 Request an Administrative Review of their citation, as the CVC directs, including a field to insert comments and upload documentation.
 - 4.1.8.5 Request an Administrative Hearing of their citation, as the CVC directs. The Portal shall provide a scheduler for the motorist to select a date and time for their Hearing and the type of Hearing they request.
 - 4.1.8.5.1 The System shall restrict Administrative Hearing requests when requested for a date within a specified period.
 - 4.1.8.6 Request a payment plan and upload supporting documentation.
 - 4.1.8.7 Make a payment on an approved payment plan.
- 4.1.9 A motorist shall be able to complete the following permit-related actions via the portal:
 - 4.1.9.1 Purchase and request a City parking permit with qualifying documentation as described in the RFP.
 - 4.1.9.2 Request placement on a permit waitlist.
 - 4.1.9.3 View status of position on a waitlist.
 - 4.1.9.4 Remove placement from a waitlist.
 - 4.1.9.5 Process payment for a waitlist position or permit.
 - 4.1.9.6 Renew an existing permit.
 - 4.1.9.7 Cancel a permit.
 - 4.1.9.8 Update permit information (e.g., license plate number, make, model, color, and address) as allowable by a permit type. The City will determine which updated information requires manual or automatic approval.
 - 4.1.9.9 Ability to correct information on a permit application that has been denied without having to start the application process over again.
 - 4.1.9.10 Provide customers with email messages regarding the approval or status of their permit.

5 Data, Security, and System Requirements

A comprehensive Parking Management Program requires a significant focus on data, integration, system design, and security. The City desires to partner with Contractors who focus on flexible and industry-leading solutions while providing secure and compliant technology. This section includes additional requirements beyond what is defined in specific sections of this RFP. Proposers must fully understand all related requirements as they will all be part of the resulting contract awarded.

5.1 System and Security Requirements

- 5.1.1 The Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.
- 5.1.2 Computers that access the System shall not require special software packages or “client” software. Any computer shall access the System through a standard web browser without plug-ins or other components.

- 5.1.3 The Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.
- 5.1.4 The Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.
- 5.1.5 The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. The Contractor's security for the System and all connections thereto shall conform to current industry best practices.
- 5.1.6 The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.
- 5.1.7 All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.
- 5.1.8 The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.
- 5.1.9 The System shall provide full system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.
- 5.1.10 System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.
- 5.1.11 Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.

5.2 PCI Compliance

- 5.2.1 The Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.
- 5.2.2 As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.
- 5.2.3 Proposers shall provide an Attestation of Compliance (AoC) as a declaration of compliance status with PCI DSS.

5.3 Data Requirements

- 5.3.1 The City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct, derived, calculated, or modeled.
- 5.3.2 The Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five years after its termination.

- 5.3.3 The Contractor shall deliver copies of all System data upon request of the City or its designee and upon the termination of the Agreement in a format mutually agreed upon by both parties.
- 5.3.4 The Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.
- 5.3.5 If the successor contract is awarded to another firm after the termination of the contract for any reason resulting from this RFP, the Contractor must develop and implement a Data Conversion Plan with the City or its designee.

5.4 Data Migration Requirements

- 5.4.1 The Contractor shall work with the City’s existing CMS and PMS vendor to migrate data to the new System in mutually agreed-upon formats.
- 5.4.2 The City requires at least the last five (5) years of open and closed citation records to be migrated.
- 5.4.3 The Contractor will be responsible for defining a comprehensive data migration strategy for migrating permit and citation data from existing systems to the new proposed solution. The migration strategy should identify data extraction and transformation methods, data validation and clean-up measures, and a testing plan to ensure migration quality, integrity, and completeness.
- 5.4.4 The Contractor shall conduct a requirements analysis as part of the System delivery process. This analysis shall begin with a data analysis of the current system, where the Contractor shall work with the City to obtain a complete snapshot of the legacy data. This snapshot is preferred to be contained in a dedicated, separate environment isolated from any production environment. The data analysis shall provide the following:
 - 5.4.4.1 Data to be migrated.
 - 5.4.4.2 Data elements needed for migration.
 - 5.4.4.3 Identify gaps and transformations based on the “as is” and “to be” processes to meet business rules and policies.
 - 5.4.4.4 Identification of interface requirements and potential impacts.

5.5 Integration Requirements

Some required integrations are fully defined in solution-specific sections of this RFP, which include additional or complementary requirements. The City assumes and requires that the Contractor’s solution, which may include one or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.

- 5.5.1 The Contractor shall utilize open-source APIs that allow for current and future integration with third parties.
- 5.5.2 The Contractor shall provide real-time integration with the City’s current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.
- 5.5.3 The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency

measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.

- 5.5.4 Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.
- 5.5.5 Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.
- 5.5.6 Batch data transfer may be considered for specific integrations at the sole discretion of the City.
- 5.5.7 The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.
- 5.5.8 The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.
- 5.5.9 If two or more Contractors cannot agree on the methodology used for any integration, the City will select the method most advantageous for the City.
- 5.5.10 The Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.

5.6 Standard Integrations

- 5.6.1 The CMS shall integrate with:
 - 5.6.1.1 Parking Meter or Pay Station System
 - 5.6.1.2 Parking Access Revenue Control System
 - 5.6.1.3 License Plate Recognition System
 - 5.6.1.4 Mobile or Text-to-Pay Payment System
 - 5.6.1.5 Permit Management System
 - 5.6.1.6 California Department of Motor Vehicles
 - 5.6.1.7 Out-of-State Motor Vehicle Registries
 - 5.6.1.8 California Department of Justice and Berkeley Police Department (for wanted vehicle hotlists)
 - 5.6.1.9 California Franchise Tax Board
 - 5.6.1.10 Delinquent Collections Agency
- 5.6.2 The PMS shall integrate with:
 - 5.6.2.1 Parking Access Revenue Control System
 - 5.6.2.2 Citation Management System
 - 5.6.2.3 License Plate Recognition System
 - 5.6.2.4 Any local databases necessary for permit processing

6 Support Services

6.1 Notice Mailing

The Contractor will provide mail processing and services and mail-in payment processing for the City. The accurate processing of noticing and correspondence is critical and directly affects time payments and subsequent collection actions, such as applying late penalties, delinquent noticing, and applying registration holds at the CA DMV.

The following is a list of requirements for noticing and correspondence mail:

- 6.1.1 All notices and correspondence will follow the City business rules as recorded during the Design Review process.
- 6.1.2 All notices will be accurately recorded in the System. The Contractor will perform audits to ensure accuracy.
- 6.1.3 The Contractor shall process and mail reminder notices for unpaid citations, including out-of-state owners.
- 6.1.4 The Contractor shall process and mail delinquent notification to the lessee or secondary owner when delinquent and following the lien process under California state law.
- 6.1.5 The Contractor shall generate and mail citation correction notices where the issuing officer determines incorrect data in the parking citation.
- 6.1.6 The Contractor shall generate and mail notices to lessees or renters of cited vehicles, including loaner vehicles, when provided with proof of written lease or rental agreement as required by the CVC.
- 6.1.7 The Contractor shall generate and mail "Drive Away" notices to registered owners of vehicles that drive away prior to the issuing officer attaching the citation to the vehicle. The notice must be mailed out to the registered owner within fifteen (15) calendar days of the citation issuance as required by the CVC.
- 6.1.8 The Contractor shall generate and mail correspondence regarding initial review and hearing decisions as part of the adjudication process.
- 6.1.9 The Contractor shall record when mail is returned as not deliverable. The returned envelope and correspondence or notice must be scanned and imaged into the System.
- 6.1.10 The Contractor must provide automated noticing and mail notices to comply with all City procedures and CVC requirements for scheduling and conducting administrative hearings.
- 6.1.11 The Contractor shall process and mail "No Show" letters for constituents who do not appear for their scheduled hearing. The design logic will also prevent a no-show letter from being generated if the case has been "rescheduled," "continued," or adjudicated.
- 6.1.12 The Contractor shall generate and mail payment plan letters initiated on the Customer Portal or by City staff.
- 6.1.13 All noticing or correspondence must operate with accurate and timely record keeping that includes, but is not limited to, time-stamping of all communication. Time stamps must contain pertinent specific information such as date, time, name, and location. Any correspondence sent to a motorist and returned from a motorist must be actively logged to ensure record keeping is accurate and current.
- 6.1.14 The Contractor will ensure all outgoing mail is postmarked.
- 6.1.15 The Contractor shall provide reporting on noticing and correspondence statistics such as quantities, types, return mail, and more.

6.2 Mail-In Payment Processing

The accurate processing of mail-in payments is critical and directly affects subsequent collection actions, such as applying late penalties, delinquent noticing, and applying registration holds at the CA DMV.

The following is a list of requirements for mail-in payment processing:

- 6.2.1 The Contractor will maintain an address in California for mail-in payments.

- 6.2.2 The Contractor will process all mail-in payments within two business days of receipt.
- 6.2.3 All payment documents received and processed must be copied and archived to be promptly retrievable as required by law and CVC.
- 6.2.4 The Contractor shall process payments in a secure environment with the appropriate security, surveillance, and oversight.
- 6.2.5 Any Subcontractors utilized to process mail will be appropriately experienced, certified, licensed, and bonded, as applicable.
- 6.2.6 Mail-in payment processing must include a broad range of controls and procedures to ensure accurate and timeline processing, including audit trails for processing, endorsing, and depositing payments.
- 6.2.7 All payments will be accurately recorded in the System. The Contractor will perform audits to ensure accuracy.
- 6.2.8 Funds for deposit must be prepared, documented, and provided to the City in a manner that allows the City to receive, record, and audit deposits.
- 6.2.9 Records for every deposit must be maintained and stored.
- 6.2.10 The Contractor shall be held entirely and solely responsible for ensuring the integrity and security of City revenue throughout the entire processing procedure. Any shortages or losses will be the exclusive responsibility of the Contractor and shall be fully reimbursed to the City. Overages must be researched and resolved in every case. Appropriate refunds shall be provided to any entitled parties within the timeframes established by the CVC.
- 6.2.11 Any mail or correspondence incorrectly received by the Contractor but addressed to the City will be forwarded to the City promptly.
- 6.2.12 The Contractor shall report mail-in processing statistics such as payments received, quantities, etc.

6.3 Telephone Services

The Contractor will provide a Customer Service Call Center, including all parking permit and citation-related support, and an IVR telephone service to allow motorists to inquire about and pay for a citation.

The following is a list of requirements for IVR telephone service:

- 6.3.1 The Contractor shall provide a sophisticated, flexible, and responsive 24 hours a day, 7 days a week, telephone answering system and all necessary hardware components, operational software, and technical support for the Interactive Voice Response (IVR) system.
- 6.3.2 The related phone number must be toll-free to the caller.
- 6.3.3 The IVR system shall offer the caller the option of a live Contractor-provided Customer Service Representative (CSR) during operating hours, and the CSR option must be provided early in the phone script and not at the end.
- 6.3.4 The IVR solution must be PCI-compliant for bank card payment processing.
- 6.3.5 The IVR should be available in both English and Spanish service.
- 6.3.6 The IVR should allow for some customization, whereas a caller will be easily aware of which City they are calling about.
- 6.3.7 The IVR should be easily used, customer friendly, and allow for the shortest steps possible.
- 6.3.8 The IVR solution shall be compatible with the Telephone Device for the Deaf (TTD) for callers with a hearing impairment.

- 6.3.9 The IVR shall be integrated with the Contractor's CMS to update real-time payments received over the phone.
- 6.3.10 The Contractor shall be able to report on call statistics such as calls received, calls dropped, payments accepted, etc.

The Customer Service Call Center shall consist of, but not be limited to, the following actions:

- 6.3.11 Provide year-round customer and staff online access (except planned System maintenance or upgrades).
- 6.3.12 Provide a customer service support center for the City's parking permit and citation program, at a minimum, from 8:00 AM and 5:30 PM, PDT/PST, Monday through Friday, excluding City holidays, subject to modification.
- 6.3.13 Staff must be well-trained, professional, and courteous customer service personnel equipped to handle clerical, customer service, supervisory, and managerial tasks in compliance with the approved operations and quality assurance plan.
- 6.3.14 Callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than two (2) minutes.
- 6.3.15 The Contractor will provide a toll-free number to be used exclusively for permit and citation support with live operators to assist customers.
- 6.3.16 Staff and reroute calls if the connection to the computer network is disrupted.
- 6.3.17 Collaborate with the City in establishing business processing rules.
- 6.3.18 Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, process payment, establish payment plans, identify time frames, and any other pertinent information to contest a citation by mail or in person. Staff will also provide information on permits, including how to apply for a permit, what permits the caller is eligible for, permit application status, and permit renewal information.
- 6.3.19 Provide live interpreters for Spanish telephone calls and guarantee a turnaround time of no less than twenty-four (24) hours for correspondence.
- 6.3.20 Monitor and record calls for quality assurance for a term designated by the City subject to the same terms for English or Spanish-speaking customers.
- 6.3.21 Monitor the call acceptance rate, call completion rate, and longest and shortest call wait time. An incomplete telephone call is defined as a call terminated after 30 seconds have elapsed from the time an individual's call is received in the Contractor's system.
- 6.3.22 Complaints made by end customers regarding service received by the Contractor must be logged and reported to the City within 24 hours.

6.4 Entry of Manual Citations

- 6.4.1 The Contractor shall be responsible for entering manual (handwritten) parking citations within 48 hours of receipt.

6.5 Refunds

- 6.5.1 Every week, the Contractor shall be responsible for identifying refunds owed to the end-user for permits and citations and providing the City a list of the refunds in a format which can be uploaded to the City's ERP (formatting to be approved by the City).

6.6 Warranty & Support Services

The following is a list of requirements for the System solution Warranty and Support:

- 6.6.1 The Contractor shall include a minimum of a one-year hardware warranty for any hardware delivered to the City.
- 6.6.2 The Contractor shall provide extended hardware warranty options.
- 6.6.3 The Contractor shall provide a warranty on all software and system solutions for the contract term.
- 6.6.4 The Contractor shall provide ongoing support services through the contract term, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Pacific Time Zone reasonable hours, seven days per week (excluding holidays).
- 6.6.5 Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated regularly.
- 6.6.6 A staff of experienced, well-trained technicians must provide the Contractor's support services.
- 6.6.7 The Contractor shall utilize a ticket tracking system to open, track, and close support requests from the City.
- 6.6.8 The Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and system performance that detail issues, changes, improvements, and upgrades.

7 Financial Processing

It is essential that the overall system correctly processes and records all financial aspects of related activities and transactions. It must accurately account for each transaction and ensure funds are properly deposited or forwarded.

7.1 Key Requirements

The following is a list of requirements for financial processing:

- 7.1.1 Full data shall be captured for every payment processed by all components of the System, including but not limited to:
 - 7.1.1.1 Payment amount
 - 7.1.1.2 Source (mail, walk-in, 311, pay-by-phone, pay-by-web, DMV, FTB, etc.)
 - 7.1.1.3 Check number
 - 7.1.1.4 User that accepted payment
 - 7.1.1.5 Payment method (cash, check, money order, credit card, etc.)
 - 7.1.1.6 Payment processing date
 - 7.1.1.7 Original fine amount
 - 7.1.1.8 Late payment penalty (including the exact date that the late payment penalty was imposed)
 - 7.1.1.9 Second late payment penalty
 - 7.1.1.10 Total paid
 - 7.1.1.11 Total reduced
 - 7.1.1.12 Total due
 - 7.1.1.13 Amount overpaid

- 7.1.1.14 Reason for overpayment, including all data processing support required to meet the City’s legal obligation to refund overpayments
- 7.1.1.15 Refund check or credit issuance date
- 7.1.1.16 Refund check issuance mail date
- 7.1.2 All payment and transaction data must be in an online, real-time environment, including online inquiry of payment documents.
- 7.1.3 The System must provide a clear, auditable record of payments received. The audit trail must include the citation number, payment date and time, payment amount, payment method, and the name or ID of the staff member who accepted payment and made the entry.
- 7.1.4 All financial actions that occur on a citation or permit record must include a timestamp and user ID, whether generated manually by an authorized user or by the System.
- 7.1.5 All transactions are subject to audit by the City at any time without advance notice.
- 7.1.6 The System must be able to process City-imposed fees, including bounced checks or other fees.
- 7.1.7 The System must allow online payment adjustments and error corrections with audit trails.

7.2 Bank Cards

The following is a list of requirements related to bank card acceptance:

- 7.2.1 Motorists shall be able to use credit/debit cards for any payment for the services under the contract.
- 7.2.2 The Contractor will provide a payment gateway for processing bank cards capable of processing Visa, Mastercard, and Discover.
- 7.2.3 The Contractor will integrate with the City’s current merchant processor, Fiserv/First Data.
- 7.2.4 The Contractor will allow the City to change the merchant processor for no cost.
- 7.2.5 The Contractor solution and all related components shall comply with the PCI DSS (PCI Level 1 certified by a Qualified Security Assessor (QSA)), as applicable.

7.3 Financial Adjustments

The following is a list of requirements related to financial adjustments:

- 7.3.1 The System must permit the input of financial adjustment transactions, such as, but not limited to, returned checks, chargebacks, reversals, or refunds.
- 7.3.2 Adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a citation, and reopening a citation.
- 7.3.3 The System shall generate appropriate notification letters and automatically send them to the proper party to advise them of any actions.

8 Training

The Contractor will provide comprehensive training as part of the solution implementation. The City requires training for multiple teams and departments.

8.1 Training Key Requirements

The following is a list of requirements for the:

- 8.1.1 The Contractor shall provide a training plan that includes but is not limited to all functionality of System operations, adjudication, enforcement devices, citation and permit issuance software, web portal operations, noticing and correspondence operations, IVR operations, and reporting. The training plan shall include:
 - 8.1.1.1 Types of training course with a target audience
 - 8.1.1.2 Description of the course
 - 8.1.1.3 Length of course
 - 8.1.1.4 Method of training (video conference, in person, etc.)
 - 8.1.1.5 Prerequisites for the training course
- 8.1.2 The Contractor shall provide training in person or via video conference as is most appropriate for the topic. At a minimum, the Contractor will provide at least two days of onsite/in-person training.
- 8.1.3 The City may request additional training sessions at reasonable intervals and lengths via video conference for no additional cost for the contract term.
- 8.1.4 The Contractor will provide the necessary training to the City for any new, upgraded, or additional functionality provided during the contract term.
- 8.1.5 The City may request additional in-person training sessions. The Contractor will provide a quote for services within one week and perform that training within four weeks of the City's request.
- 8.1.6 The Contractor shall supply and keep current digital copies of all operations, training, and user manuals, which include detailed instructions for operating the entire solution.

9 Reporting

It is essential that the overall system properly processes and reports on all activities and transactions. The Contractor must provide a robust and comprehensive reporting package as part of the System solution.

9.1 Reporting Key Requirements

The following is a list of requirements for the Contractor's reporting package:

- 9.1.1 The Contractor must provide comprehensive, detailed, accurate, and timely management, financial, and operational on-line, real-time, and other reports for City management.
- 9.1.2 Batch reporting shall be acceptable for large amounts of data only.
- 9.1.3 The Contractor's reporting shall be able to query reports by multiple filters such as date, channel, citation, permit, etc.
- 9.1.4 The Contractor's reporting shall allow for the set up of automated reports
- 9.1.5 Reports shall be exportable in PDF and Excel/CSV formats.
- 9.1.6 Reporting shall be available on the following topics:
 - 9.1.6.1 Revenue and payments for all channels
 - 9.1.6.2 Mail payment deposit and reconciliation
 - 9.1.6.3 Financial adjustments, refunds, etc.
 - 9.1.6.4 Payment plans

- 9.1.6.5 Adjudication
- 9.1.6.6 DMV processing and holds
- 9.1.6.7 Split plate and make/match failures
- 9.1.6.8 Citation issuance
- 9.1.6.9 Issuing officer session activity
- 9.1.6.10 Citation aging and delinquency
- 9.1.6.11 Notice and correspondence activity
- 9.1.6.12 IVR activity
- 9.1.6.13 Delinquency collection activity
- 9.1.6.14 Accounts receivables
- 9.1.6.15 FTB activity
- 9.1.7 System reporting shall support daily reconciliation efforts by providing reporting that may be queried by current or previous days and system users with detail and summary information. Reporting shall include the following data field, at a minimum:
 - 9.1.7.1 Payment on (citation, permit, payment plan, etc.)
 - 9.1.7.2 User
 - 9.1.7.3 Date
 - 9.1.7.4 Amounts of payments
 - 9.1.7.5 Types of payments applied (cash, check, credit card, etc.)
 - 9.1.7.6 Payment location (web, mail, in-person, 311, etc.)
 - 9.1.7.7 Payment reversals/refunds applied
- 9.1.8 The PMS reporting shall provide reporting on permitting statistics such as quantities, types, and more.
- 9.1.9 The System shall provide an end of day report which contains the following information:
 - 9.1.9.1 Transaction date and time
 - 9.1.9.2 User ID/name
 - 9.1.9.3 Permit number or Citation number
 - 9.1.9.4 Amount paid
 - 9.1.9.5 Tender type
 - 9.1.9.6 Transaction type (payment, refund, reversal... etc.)
 - 9.1.9.7 Receipt number
- 9.1.10 Financial reports must be capable of matching the City's bank cutoff times.
- 9.1.11 Support reporting 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 citation payments received and distributed, along with any other information that the issuing agency may require.

10 Project Management

The Contractor shall provide Project Management services during the design, build, and implementation of the Contractor's solution.

10.1 Project Management Key Requirements

The following is a list of requirements regarding Project Management for solution delivery:

- 10.1.1 The Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery, and installation portion of the contract who will be responsible for, including but not limited to:
 - 10.1.1.1 Project oversight and delivery of the system.
 - 10.1.1.2 Be a single point of contact for the City and provide management, implementation, and ongoing troubleshooting of the System during its installation.
 - 10.1.1.3 Coordinate efforts with the City and any Subcontractors.
 - 10.1.1.4 Be available as required for onsite work and otherwise available to the City during regular business hours via email, phone, or video conference to respond to City needs, questions, and issues.
 - 10.1.1.5 Develop and maintain a detailed implementation and project plan for the System in consultation with the City.
- 10.1.2 The Contractor’s Project Manager shall be experienced in the Contractor’s solutions, parking operations, and all related laws and codes about citation management in California. The Project Manager shall be able to provide guidance and suggestions to the City on best practices.
- 10.1.3 The Contractor shall provide a Design Review process for the customizable and configurable portions of the solution. The Design Review process will result in a Business Roles document that the City shall approve. The business rules will be the guidelines and regulations for all activities and work related to delivering the scope of the resulting agreement.
- 10.1.4 The Contractor shall test all hardware, software, and systems prior to delivery to the City.
- 10.1.5 The Contractor shall support the City in testing all hardware, software, and systems prior to implementation.
- 10.1.6 The Contractor shall develop a training plan for review and approval by the City.

11 Liquidated Damages

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in the submitted proposal. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout this RFP and is in line with the City’s requirements.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to the Contractor by the City during a one-year period except in the initial 12-month period of this Agreement, where liquidated damages shall be limited to 30% of the amount paid or due to the Contractor by the City during the initial 12-month period of this Agreement. The Contractor agrees to pay (or provide invoice credit) these amounts to the City as set forth:

- **System Failure:** The System shall not be unavailable during peak hours (8:00 AM and 5:30 PM, PDT/PST, Monday through Friday, excluding City holidays) for more than 30 minutes and/or for two or more incidents during these hours totaling more than 60 minutes within one business day. During non-peak hours, the System shall not be unavailable for more than four hours. Exceptions will be made if requested and approved in writing by the City. The Contractor shall not be responsible for unavailability caused by third-party providers. Any System unavailability that prevents the processing of bank cards and the collection of related revenue shall result in damages of \$500 per incident, not to exceed \$1,000 within a 24-hour period.
- **Bank Card Processing Failure:** Any failure of the bank card processing solution provided by the Contractor that prevents the processing of bank cards and the collection of related revenue shall result

in damages of \$500 per 24-hour period. The City shall provide the Contractor with 12-hour notice to respond and repair the failure prior to being entitled to this liquidated damage.

- **PCI Data Security Failure:** Failure of the Contractor to maintain Payment Card Industry (“PCI”) Data Security Standard Certification shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance (“first assessment”). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar day thereafter shall constitute a “subsequent assessment.” On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Lockbox Operation:** The Contractor must maintain a lockbox operation sufficient to process all lockbox payments within two business days of receipt. Any delays of more than two business days shall result in damages of \$200 per day. The City shall provide the Contractor with one business day to respond and repair the failure prior to being entitled to this liquidated damage.
- **Response Times.** The Contractor shall meet or exceed the response times as described in the II. SCOPE OF SERVICES. Any delay longer than the following response times shall result in damages of \$150 per incident.

SCOPE OF SERVICES Description of Response Time	
Section	
6.3.12	Provide a customer service support center for the City’s parking permit and citation program, at a minimum, from 8:00 AM and 5:30 PM, PDT/PST, Monday through Friday, excluding City holidays, subject to modification.
6.3.14	Callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than two (2) minutes.
6.3.19	Provide live interpreters for Spanish telephone calls and guarantee a turnaround time of no less than twenty-four (24) hours for correspondence.
6.3.22	Complaints made by end customers regarding service received by the Contractor must be logged and reported to the City within 24 hours.
6.4.1	The Contractor shall be responsible for entering manual (handwritten) parking citations within 48 hours of receipt.
6.5.1	Every week, the Contractor shall be responsible for identifying refunds owed to the end-user for permits and citations and providing the City a list of the refunds in a format which can be uploaded to the City’s ERP (formatting to be approved by the City).
6.6.4	The Contractor shall provide ongoing support services through the contract term, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Pacific Time Zone reasonable hours, seven days per week (excluding holidays).
6.6.5	Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated regularly.

III. SUBMISSION REQUIREMENTS

The SUBMISSION REQUIREMENTS outline the guidelines governing the format and content of Proposal submissions as well as the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the City’s requirements and its approach to successfully provide the products and services on time and within budget. Only information that is essential to understanding and evaluating the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g., brochures, marketing material, etc., will not be considered in the evaluation.

Each proposal should be divided into 11 clearly marked and identified sections. Proposal submissions must follow the format below and address all requirements specified in this RFP. The objective of the prescribed format is to facilitate the review of all proposals. Failure to complete and furnish all information requested in the specified form and format may result in the rejection of the proposal.

The following table describes each section. Label each section as described in the table. The paragraphs following the table explain the detail requested for each section and are referenced accordingly in the table. Proposal numbers should correspond to question numbers in the detailed requests for information.

Proposal Section	Description	RFP Section
1.	Contractor Information	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 1. Contractor Information
2.	Client References	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 2. Client References
3.	Citation Management System (CMS)	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 3. Citation Management System (CMS) • II. SCOPE OF SERVICES, 1. Citation Management System (CMS)
4.	Citation Issuance Devices & Software	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 4. Citation Issuance Devices & Software • II. SCOPE OF SERVICES, 2. Citation Issuance Devices & Software
5.	Permit Management System (PMS)	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 5. Permit Management System (PMS) • II. SCOPE OF SERVICES, 3. Permit Management System (PMS)
6.	Customer Portal	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 6. Customer Portal • II. SCOPE OF SERVICES, 4. Customer Portal
7.	Data, Security, and System Requirements	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 7. Data, Security, and System Requirements • II. SCOPE OF SERVICES, 5. Data, Security, and System Requirements
8.	Support Services	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 8. Support Services • II. SCOPE OF SERVICES, 6. Support Services
9.	Financial Processing	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 9. Financial Processing • II. SCOPE OF SERVICES, 7. Financial Processing

Proposal Section	Description	RFP Section
10.	Training	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 10. Training • II. SCOPE OF SERVICES, 8. Training
11.	Reporting	<ul style="list-style-type: none"> • III. SUBMISSION REQUIREMENTS, 11. Reporting • II. SCOPE OF SERVICES, 9. Reporting
n/a	Attachments	<ul style="list-style-type: none"> • Attachments:

The City realizes the proposal may contain the same information in different sections. When information is requested multiple times, please copy the information into each pertinent section so that the Evaluation Committee can evaluate each section individually. Responses that reference standard documentation are not sufficient and will be considered non-compliant.

All proposals shall address the following items in the order listed below in a maximum of seventy-five 8.5” x 11” pages. City required forms, pricing forms, and the Technical Compliance Matrix will be considered outside this maximum.

1. Contractor Information

- Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.
- Include acknowledgment of any addenda to the original RFP submitted by the City.
- Include acknowledgment that the Proposer’s offer is valid for at least 180 days from submission.
- Identify the person(s) (name, title, phone, email) authorized to bind the Proposer into any awarded contract and the terms of the proposal.
- **If your organization has had a contract terminated in the last five (5) years, describe such incident.** Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.
 - Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.
 - If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.
- Provide an overview of the company, including any United States of America and global operations.
- If a Subcontractor(s) is proposed, provide a brief history of previous work completed by the Proposer and Subcontractor(s). Include the following for each project in which the Proposer and Subcontractor(s) have worked together:
 - Agency

- Project date
 - Systems installed
 - Responsibilities of each party
 - If the Proposer and Subcontractor(s) have not previously worked together, then the Proposer should indicate as such.
- Describe the Proposer’s project management team and the process for implementing their proposal.
 - Provide resumes for the team that will be assigned to the City.
 - Describe the scope of work and contractual relationship with any Subcontractors included in the proposal.

Provide a responsibility matrix, clearly identifying Contractor/Subcontractor and City roles for the System.

- Provide a project schedule from contract execution to implementation.

2. Client References

- Provide attestation that Proposer and any proposed Subcontractors meet or exceed the minimum qualifications:
 - Contractor shall have five (5) years of experience processing parking citations, with more than 100,000 citations processed annually, providing management support systems, collecting delinquent citations, and coordinating activities with the California Department of Motor Vehicles.
 - Contractor shall have five (5) years of experience processing parking permits, with a total volume of more than 1,000 permits processed annually, providing management support systems, permit application and payment processing, and digital and/or physical permit fulfillment.
 - Contractor shall have three (3) years of experience providing support services, including notice mailing, mail-in payment processing, IVR telephone service, call center customer service, and entry of manual citations in a municipal or university parking environment.
- Provide a list of references. If a single reference meets more than one requirement listed below, they can count for both requirements. References should include the client, contact information (phone/email), services provided, and quantity of transactions. Unless otherwise noted, all references must be located in the United States of America.
 - Three (3) active customers in California (minimum 10,000 citations issued annually) using the proposed citation management system. At least two of these references must be municipal clients.
 - Two (2) additional active customers using the proposed citation management system.
 - Three (3) active customers using the proposed permit management system.
 - Three (3) active customers using the proposed Customer Service Call Center.
 - Three (3) active customers where the Proposer/Subcontractor is processing mail-in payments.

3. Citation Management System (CMS)

- Provide an overview of Proposer's CMS solution, including a system architecture diagram. Proposer shall describe how their proposed solution meets or exceeds the scope of work in this RFP.

- Describe the payment plan functionality and how it meets the requirements of the RFP.
- Describe the adjudication functionality and how it meets the requirements of the RFP.
- Describe the Proposer’s integration with the CA DMV.
- Explain how registration information will be provided for out-of-state vehicles.
- Describe how the CMS handles CA temporary plates and how information is updated when a permanent plate has been obtained.
- Describe how the CMS handles correctable citations (or “fix-it tickets”).
- Provide an overview of the delinquent collections program the Contractor will provide for the City. Specifically, highlight the DMV, FTB, and difficult collection processes.
- Describe the Proposer’s delinquent collection performance for similar clients.
- Describe the mode/method for City staff to look up CA DMV registration information in the CMS manually.
- Describe any capabilities to bulk-manage parking citations. For example, bulk void and notate.

4. Citation Issuance Devices & Software

- Provide details on the available citation issuance handheld devices and printers.
- Provide an overview of the citation issuance software and how it meets the requirements of the RFP.
- Provide screenshots of the citation issuance process.

5. Permit Management System (PMS)

- Provide an overview of the proposed PMS solution, including a system architecture diagram. Proposer shall describe how their proposed solution meets or exceeds the scope of work in this RFP.

6. Customer Portal

Provide an overview of the Customer Portal solution, including examples or screenshots.

7. Data, Security, and System Requirements

- Describe the Proposer’s experience and methodology regarding integrations with parking and mobility-related third parties.
- Provide details on the cyber security and data protection policies and practices.
- Attach a copy of your most recent PA DSS Attestation of Compliance.
- Will the Contractor supply comprehensive hard and soft copies of the following documentation? Are there examples of each of the below-referenced documents available for review?

- Configuration documentation
 - Interface documentation
 - System administration manuals
 - Application software tutorials
 - Database setup and maintenance
 - System documentation
- Describe the plan for data conversion of citation records, permit records, and associated data.
 - Outline requirements for obtaining test data and completion of data conversion of all citation and permit data from the City, along with associated timelines for testing and conversion.
 - Provide a detailed explanation supporting the CMS and PMS transition process, explicitly addressing citation collections, citation and permit mailings (including postage), processing functions, and call center support for citations issued before the new launch date.
 - Describe the process to transition existing citations in delinquent collections, on a CA DMV registration hold, and eligible for FTB collections.
 - The City requires a design review process and approval to confirm that the proposed software meets all defined user requirements before commencing software implementation. Describe your approach to confirming requirements and determining modifications necessary to meet the City's specifications.
 - The City is in the process of identifying and implementing a point-of-sales system. Describe any current integration capabilities and challenges with this type of integration.
 - Describe any current integrations with Tyler Enterprise ERP.
 - Describe the approach to integrating with the City's current, new, and future parking technologies.
 - The City desires a sandbox or test environment for the duration of the contract where any action conducted will not impact the live, real-time System. Describe any options to meet this request.

8. Support Services

- Describe the processes and procedures the Proposer uses for noticing.
- Describe the Proposer's lockbox solution, including details on security measurements and procedures for on-time processing.
- Provide an overview of the Proposer's IVR solution and how the City will be integrated into any existing platform.
- Provide an example of the Proposer's IVR so the City may call and experience the solution firsthand.
- Provide an overview of the Proposer's Customer Service Call Center solution.
- Describe the Proposer's process for entering manual citations.
- Describe the Proposer's solution when a customer tries to pay on a manual citation that has not yet been entered into the system.

- Describe hardware and system warranty and any extended warranty options.
- Describe Proposer's support services, including customer support availability, online help features, and Help Desk.

9. Financial Processing

- Provide an overview of how the Proposer processes and stores data.
- Describe how the Proposer's solution meets or exceeds the requirements for financial processing.
- Describe the Proposer's solution for financial adjustment transactions.
- Include the name of the Proposer's gateway processor (if using a third party) and the name of the gateway software (if applicable).
- Describe PCI compliance and the process for staying compliant.
- Describe, in detail, how all deposits and invoices are handled.
- Describe how NSF and chargebacks are managed.
- Describe by text or screenshots how a refund is captured in the System.
- Provide a sample of end of day reporting/balancing.

10. Training

- Describe training methodology. The training plan shall include:
 - Types of training courses with a target audience
 - Description of the course
 - Length of course
 - Method of training (video conference, in person, etc.)
 - Prerequisites for the training course
- Describe any ongoing training options throughout the contract.
- Describe how upgrades to the System will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the contract term.

11. Reporting

- Describe the reporting package being provided to the City.
- The Contractor shall provide flexible management reports for data analysis and system oversight.
- Describe the System's reporting capabilities and outline relevant reports available to the City.
- Describe any dynamic dashboards available to the City.
- The City prefers the ability to run custom reports on ALL possible data points. Describe any limitations in this reporting functionality.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

- 1. Project Approach 65 points
- 2. Expertise & References 20 points
- 3. Costs* 15 points

** Effective 1/1/2022. Local Vendor Preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.*

A selection panel will be convened of staff to evaluate and score submittals.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc: Lysha Garrett lgarrett@berkeleyca.gov**; (List on invoice, Attn: Lysha Garrett, Berkeley Police Department) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants.

Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that

knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”).

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

E. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest.

Please identify any person associated with the firm that has a potential conflict of interest.

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

H. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insured.

***Insurance Waiver:** A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)*

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

F. Local Vendor Preference

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as “a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address.”

Competing for non-professional services

For the purposes of comparing pricing as part of this competitive RFP for non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor in order to assign evaluation points to the pricing section.

VIII. SCHEDULE (Dates are subject to change)

- | | |
|--|------------------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | Tuesday, February 11, 2025 |
| <input type="checkbox"/> Questions Due | Wednesday, February 26, 2025 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | Tuesday, March 11, 2025 |
| <input type="checkbox"/> Complete Selection Process | April 2025 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | June/July 2025 |
| <input type="checkbox"/> Award of Contract | June/July 2025 |
| <input type="checkbox"/> Sign and Process Contract | July 2025 |
| <input type="checkbox"/> Notice to Proceed | July 2025 |

The Contractor's System must be live by January 15, 2026.

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal. Attachments:

- | | |
|--|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • Technical Compliance Matrix (separate document file) | Attachment J |
| • Proposer Pricing Workbook (separate document file) | Attachment K |
| • Sample Agreement (separate document file) | Attachment L |

ATTACHMENT A

CHECKLIST

- Proposal submitted in compliance with [III. SUBMISSION REQUIREMENTS](#) (one (1) PDF of proposal)
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form (*may be optional*) Attachment F
 - Equal Benefits Certification (EBO-1) (*may be optional*) Attachment G
- The following forms, completed and submitted as **Excel workbooks** (attached):
 - Technical Compliance Matrix Attachment J
 - Proposer Pricing Workbook Attachment K
- Any proposed modifications to the language of the City’s Sample Agreement submitted in **legal blackline as a Word document** Attachment L

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker’s Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License (Current Year Certificate)

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____
 Address: _____
 Business Lic. #: _____

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C

Attachment C

**CITY OF BERKELEY
Oppressive States Compliance Statement**

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

**CITY OF BERKELEY
Sanctuary City Compliance Statement**

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

SCCO CompStmt (10/2019)

Contract Description/Specification No: PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C

Attachment E

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES _____ **NO** _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, **"YES"** to questions **1(a)** and **1(b)** this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ **NO** _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, **"YES"** to questions **2(a)** and **2(b)** this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

Contract Description/Specification No: **PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C**

Attachment F (page 1)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Section III

-
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

12 Name:		13 Vendor No.:	
14 Address:	15 City:	16 State:	17 ZIP:
18 Contact Person:		19 Telephone:	
20 E-mail Address:		21 Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

Contract Description/Specification No: PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C

Attachment G (page 1)

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? * Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

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- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name (*Sign and Print*): _____ Date: _____

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **PARKING CITATION AND PERMIT MANAGEMENT SYSTEM/#25-116708-C**

Attachment I

Attachment J

Technical Compliance Matrix (TCM)

The City expects the successful Proposer to provide the hardware, software, and all related services described in this RFP and respond to the Technical Compliance Matrix (TCM) attached as “**ATTACHMENT J TCM Template, #25-116708-C, PARKING CPMS**”. The TCM is the detailed specification and for each listed item, Proposer shall indicate whether: available immediately to comply, with configuration/custom programming, is a future release, or the product cannot meet the requirement for each feature.

Failure to respond to a requirement will be considered as the product cannot meet the requirement.

TCM Instructions

- For submittal, save and submit the TCM document with the following title "**TCM, Vendor Name, #25-116708-C, PARKING CPMS**" as an Excel file.
- Proposers shall select a response for each requirement Column D (“Response”) for each tab. A description of each response is below.
- Proposers may enter additional context in Column E (“Comments (Optional)”).
 - Proposers may not enter any comments in this section that contradict the Proposer’s response in Column D (“Response”). In cases where it is perceived that the comments contradicts the response in Column D, the line item will be scored Cannot Meet.
- Do not add or remove rows or columns.
- Do not edit any content in columns A-C.
- **Proposals must include all requested components. The City will not consider proposals that fail to respond to the comprehensive scope of work. The TCM must be completed in its entirety with a response for each requirement for all tabs.**

Response	Description
Comply	The System meets the requirement as is with no additional configuration or custom programming/coding.
With Configuration/Programming	The system will meet the requirement before the System is live by arranging the functional parameters that are already inherent in the product or by modifying the product’s source code (changing or adding new code) so that it functions in a way that meets the City’s specific business needs.
Future Release	The current version of the system cannot meet the requirement “Comply” or “With Configuration/Programming” but will be able to with a scheduled, future release of the product. Proposers must provide an estimated release date with this response.
Cannot Meet	The System cannot or does not meet the requirement.

Attachment K

Price Proposal

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate document. The proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.). Proposers shall respond to the Pricing Workbook attached as “**ATTACHMENT K Pricing Proposal Template, #25-116708-C, PARKING CPMS.**”.

All fees to meet the requirements of this RFP must be included within the categories provided in the pricing workbook. Any additional fees or alternate fee structures to meet the scope of work as provided in the RFP must be rolled up by the Proposer into one of the designated categories on the pricing workbook. Additional lines, columns, and entries to this tab are not permitted and will disqualify the entirety of the proposal submitted.

Please note that:

- Proposals must be for a fixed price solution.
- All costs for every component referred to in the proposal, including options, must be included.
- Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
- The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Should the Proposer have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide the same at the Proposer’s own expense.
- Hosting and Maintenance & Support fees, if applicable, are only to be charged after Go Live. Please include Hosting and Maintenance & Support fees, if applicable, for the first five (5) years after Go Live in your bid as separate line items.

For submittal, save the *completed* document as described above as a separate Microsoft Excel document with the following title, “**Pricing Proposal, Vendor Name, #25-116708-C, PARKING CPMS.**”.

Attachment L

Sample Agreement

Any proposed modifications to the language of the City’s Sample Agreement, attached as, “**ATTACHMENT L Sample Agreement Template, #25-116708-C, PARKING CPMS**” must be contained in a legal blackline version of the Sample Agreement and submitted with the proposal.

Modification(s), if any, are offered for discussion purposes only and the City of Berkeley reserves the right to accept, reject or further negotiate any and all proposed modification(s) to the Sample Agreement. Proposer expressly agrees to all Sample Agreement language where no modifications are proposed. The Sample Agreement is only sample, and terms, conditions, and language may change in process of negotiation and final contract creation.

For submittal, save the reviewed document with proposed modifications as described above as a separate Microsoft Word document with the following title, “**Sample Agreement, *Vendor Name*, #25-116708-C, PARKING CPMS**”