

**CITY OF SANTA FE
AMENDMENT No. 1 TO
INFORMATION TECHNOLOGY AGREEMENT
ITEM#17-0858**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated August 9, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Conduent State and Local Solutions, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to continue to provide the software and implementation services for the Parking Division's Parking Citation Administration and Revenue Reconciliation System as outlined in the Scope of Work outlined in Exhibit A.

B. Pursuant to Article 23 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION:**

Article 3, Part B of the Agreement is amended by deleting "three-year" and replacing it with "five-year," and by deleting "six hundred fifty four thousand dollars (\$654,000.00)" and replacing it with "one million ninety thousand dollars (\$1,090,000.00)."

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on August 31, 2022.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: May 13, 2021

CONTRACTOR:

Conduent State and Local Solutions, Inc.



HOLLY COOPER, VICE PRESIDENT

DATE: February 23, 2021

CRS # 03-182996001

Registration # 228912

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 04/28/2021



CITY ATTORNEY'S OFFICE:



Marcos Martinez (Feb 11, 2021 10:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:



Alexis Lotero (May 13, 2021 17:11 MDT)

MARY MCCOY, FINANCE DIRECTOR

5350452/510310 AL

Org. Name/Org.# AL

Information Technology Agreement

Contract No. _____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe's Parking Division, hereinafter referred to as the "City" and **Conduent State and Local Solutions, Inc.**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the RFP No. 17/04/P Software and Implementation Services for a Parking Citation Administration and Revenue Reconciliation System and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of "go live" of the services as defined herein by the Contract Manager of the City.
- B. "Business Days" shall mean Monday through Friday, 8:00 a.m. (MST or MDT) to 5:00 p.m. except for federal or state holidays.
- C. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- D. "IT Director" shall mean the Information Technology Director for the City.
- E. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
- F. "Contract Manager" shall mean a Qualified persons from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Compliance Analyst shall be Sara Smith Contracts Analyst; the Contract Performance Manager shall be Margie Wagner, Parking Administrative Manager, and overall contract management will be provided by Parking Division Director Noel Correia.
- G. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
- H. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work but excludes Contractor Intellectual Property.
- I. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

- J. "DoIT" shall mean the Department of Information Technology.
- K. "DFA" shall mean the Department of Finance and Administration;
- L. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the installed version of the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction. Enhancement only applies to the changes to the installed versions or updates and/or upgrades that are released at no cost but does not include new software versions or platforms or required migration to newer systems due to end of life support from third party.
- M. "GRT" shall mean New Mexico gross receipts tax.
- N. "Intellectual Property" shall mean any and all proprietary information developed solely pursuant to the terms of this Agreement exclusively for City.
- O. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
- P. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement. Know How excludes configuration(s) or other adjustments to Contractor Intellectual Property for performance of this Agreement.
- Q. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted and/or contain the monthly fees for services provided.
- R. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- S. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Compliance Analyst, Contract Performance Manager and Parking Division Director Noel Correia.
- T. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Margie Wagner, Parking Administrative Manager, or his/her Designated Representative.
- U. "Qualified" means demonstrated experience performing activities and tasks with Projects.
- V. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to the established Statement of Work requirements and agreed to design specifications.
- W. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- X. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
- Y. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
- Z. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

- AA. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- BB. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- CC. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.
- DD. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.
- EE. "Contractor Intellectual Property" means all pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to eTIMS® and City Sight software as well as designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications, configurations and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Contractor prior to this Agreement, or if developed after execution of this Agreement, then developed independently of this Agreement in the normal course of Contractor's operations for general use by clients.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.
- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. The Contractor hereby grants to the City a royalty free, non-exclusive, revocable software license for the use of Contractor's proprietary software provided by or through the Contractor as a component of the Program commencing as of the Effective Date and ending upon the termination of the Agreement. The City will have no right to modify, copy, sublicense the software and/or any updates corrections and/or revisions of Contractor's proprietary software during the term of this Agreement and the City has no right to contractor's source code.
- E. Source Code. The Parties agree the City has no right to contractor's Source Code.
- F. The City's Rights.
 - 1. Rights to Software. The Parties agree the City does not have rights to the Software except as explicitly stated in this Agreement.

2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all city parking specific data stored on eTIMS ® and City Sight databases on behalf of the City on the Contractor's servers or maintained within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Parties agree that various personal information from State Motor vehicle departments has separate rights from all other Data which will be defined by the governing agreements by the various state motor vehicle departments. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's Data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.
4. End of Life/Enhancement/Upgrades. Any such change in software by a third-party end of life, system upgrade or Enhancement that is at no cost to parties and / or requires additional modification of existing provided software will be negotiated and if acceptable by both parties be amended to the scope of work as well as any additional fees.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. For Services, the City shall pay the Contractor a not to exceed price, per the schedule outlined in Exhibit B. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable travel expenses.

Contractor shall invoice monthly for performance of the Services provided by Contractor. Upon receipt and verification of Contractor's invoices, submitted monthly to the Project Manager, City will pay Contractor within forty five (45) days undisputed invoice amounts for service provided for the previous month. Contractor's monthly and final invoices shall be accompanied by sufficient backup information as required by the Project Manager.

- B. Payment. The total compensation for the three-year term under this Agreement shall not exceed six hundred fifty four thousand dollars (\$654,000.00) excluding New Mexico gross receipts tax, and excluding delinquent collections fee and credit card processing fee which are paid by the motorist. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided. In any event, Contractor shall have no obligation to perform hereunder in the event the City does not pay Contractor undisputed amounts, as provided for hereunder or if funds have not been appropriated for payment under this Agreement.

Payment shall be made according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within forty five (45) days of the date of receipt of invoice. All

Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Taxes. Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- D. Performance Bond. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of project implementation and the start of "go live" which is the City's use of core services and functionality, which include City's use of the citation enforcement issuance software and Contractor's processing of citations and collections of citations, Contractor shall invoice monthly performance of the Services by Contractor.
- B. Acceptance.

1. "Go Live" Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live" are Accepted:

To facilitate Go Live deliverable acceptance, Contractor to provide City with a deliverable acceptance grid for City's review and use in acceptance.

If the Go Live Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

After the City has accepted the "go live" phase of services no additional approvals or acceptances are required for payment of monthly Service fees earned by Contractor for services provided by Contractor.

The parties agree that the Contractor will be Accepted or deemed Accepted and therefore allowed to submit invoices at the earlier of either 1) Acceptance in writing or 2) 90 days from contract execution.

2. System Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live":

- a. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- b. Complies with the terms and conditions of RFP No. 17/04/P;
- c. Meets the performance measures for the Deliverable(s) and this Agreement;
- d. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- e. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

- C. Rejection. Unless the Parking Division Director gives notice of rejection of the “go live” phase within the fifteen (15) Business Day of submission for the Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s), the Parking Division Director will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Parking Division Director with all appropriate corrections or modifications made and/or addressed. The Parking Division Director and Contract Performance Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Parking Division Director. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate three years from the date of acceptance by the City or upon completion of the services covered herein, whichever occurs first, unless terminated pursuant to Article 6. The parties shall have two (one-year) options to extend this Agreement such option to be effective upon an executed extension. The contract term, including extensions and renewals, shall not exceed five (5) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; City Opportunity to Cure.
1. Except as otherwise provided in Paragraph (3) or Performance Measures in Article 2 above, City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph B, "Appropriations", of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the effective date of the termination stated in the notice of termination plus termination fee, as stated in Contractor's pricing matrix; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City excluding Contractor Intellectual Property;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement, the termination fee as provided for in the Contractor's pricing matrix and any monthly services fees for services provided;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a subsequent vendor or the City; and (2) cooperation with the City and the subsequent vendor or the City in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, documentation, system turnover plan, Know How, Intellectual Property and other materials designated as Deliverables, whether provided by the City or created by the Contractor under this Agreement solely for the City, to the City. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation as identified as Deliverables and excluding Contractor Intellectual Property, whether provided by the City or created by the Contractor solely for the City under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. The contractor agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the negligent or wrongful acts or omissions of the contractor or its officers, employees or agents in performance of this Agreement.
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages,

compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

- A. Ownership. The Contractor will own the Contractor Intellectual Property

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any authorized use of a Conduent product or service (Contractor Intellectual Property) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
 2. Work with the Contractor to control the defense and settlement of the claim; and
 3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 2. Replace or modify the product or service so that it becomes non-infringing; or
 3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service that was not utilized but paid for by the City, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor.

The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty, valid for the term of this Agreement, encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within forty-five (45) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the forty-five (45) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 - CHANGE MANAGEMENT

- A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Parking Division Director. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit B;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Contracts Compliance Analyst shall draft a written Change Request for review and approval by the Parking Division Director to include:
 - a. the name of the person requesting the change;
 - b. a summary of the required change;
 - c. the start date for the change
 - d. the reason and necessity for change;
 - e. the elements to be altered; and
 - f. the impact of the change, including additional costs, if applicable.
 2. The Parking Division Director shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Parking Division Director are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.
 3. Notification via email from City to Contractor is acceptable as Notice To Proceed with Change Request.

- C. Other Optional Services. In the future during this contract term, the City may purchase additional equipment or services under the auspices of this contract from the Contractor. This equipment or services will be purchased/ performed for the City after mutually agreed upon scope and pricing and may include services and equipment such as off street parking revenue control equipment and peripherals, electronic citation issuance devices, license plate recognition equipment or other equipment or services. In addition, in the event that enabling legislation is passed allowing the issuance and enforcement of speed violations using photo enforcement, Conduent and the City may negotiate a new contract and any associated amendments to authorize Conduent to act as the City's automated speed enforcement vendor. Pricing and terms specific to automated speed enforcement must be mutually agreed upon by both parties.

ARTICLE 14 – DEFAULT/BREACH

- A. In case of Default and/or Material Breach and failure to cure by the Contractor, the City may procure the goods or Services from another source. At time of serving notice of Default and/or Material Breach to the Contractor, City may direct, in writing, Contractor to continue to provide services until a specified date and Contractor shall continue to provide those services unabated. City will continue to timely pay Contractor for services provided until the specified date. City's rights to Contract Liquidated Damages or service level penalties are not impacted by this Article. Should Contractor fail to continue providing services during this period the Contractor's liability is limited to the difference, if any, between Contractor's then current fees and the new contractor's fees for a period not to exceed six (6) months, including reasonable upfront costs incurred by the City during transition to a new contractor.
- B. Should the basis for the termination due to Default and/or Material Breach be such that the City determines that any continuation of Services with the Contractor represents too great a risk to the City or its constituents, the City may terminate services immediately, after which Contractor shall have no obligation to continue providing services, and no obligation to reimburse the City or any third party to provide those services.

ARTICLE 15 – EQUITABLE REMEDIES

- A. Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the City irrevocable harm and that a remedy at law for such a failure could be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

- A. Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this

Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, any remedy that may exist under law or equity from the negligent act or omission of the Contractor, its officers, employees, or agents, giving rise to the cause of injury to such person in performance of this agreement. Neither party shall be liable, under any circumstances for any anticipatory or lost profits, lost revenue, special, consequential, punitive, exemplary, incidental, or indirect damages of any kind (collectively "non-direct damages") resulting from the performance or non-performance of its obligations under this Agreement.

- B. Contractor's total aggregate liability under this Agreement shall not exceed total billings to the City by the Contractor for the base three-year contract period.
- C. Contractor's annual aggregate liability under this Agreement for any Contract Liquidated Damages (Section 10, Section 18, Section 54) or service level penalties (Section 22, Section 24, Section 27, Section 47, Section 58, Section 61, Section 62, Section 75, Section 85, Section 90, Section 91, Section 93, Section 115) shall not exceed the highest monthly billing amount within a contract year excluding reimbursable costs to the City by the Contractor.

ARTICLE 17 – ASSIGNMENT

- A. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 18 – SUBCONTRACTING

- A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.
- B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 19 – RELEASE

- A. The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all known liabilities, claims and obligations whatsoever arising from or under this Agreement.
- B. The City's final payment of the amount due under this Agreement shall operate as a release of the Contractor, its officers and employees from all known liabilities, claims and obligations whatsoever arising from or under this Agreement. It does not limit the Contractor's liability from any unknown liabilities, claims and obligations whatsoever arising from or under this Agreement. Final payment by City will not be due to Contractor for items that are in dispute until disputed items are resolved, including liquidated damages if any.

ARTICLE 20 – CONFIDENTIALITY

- A. Any Confidential Information provided to the Contractor by the City or, delivered to the City by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. City will deliver any known Confidential Information identified by Contractor, in writing at time of contract signing, that is still in its possession within thirty (30) Business Days of such termination. This Article does not require City to archive any Confidential Information provided to the City by the Contractor during the contract term.

ARTICLE 21 –CONFLICT OF INTEREST

- A. The Contractor warrants that it presently has no interest and shall not knowingly acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 - RECORDS AND AUDIT

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Notwithstanding anything to the contrary, in no event shall Contractor be required to provide Authority with copies of or access to any proprietary financial records that contain cost or expense related information including, but not limited to, journal entries. Access to financial records shall be solely provided for the purpose of verifying the accuracy of invoices and shall not include Contractor's costing rates, actual costs, profit or other proprietary data.

ARTICLE 23 - AMENDMENT

- A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due Date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit B;
 4. Agreement Compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.

ARTICLE 24 – MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 25 – NOTICES

- A. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Sara Smith, Contracts Analyst
City of Santa Fe Parking Division
sjsmith@ci.santa-fe.nm.us
505-955-6674
PO Box 909, Santa Fe, NM 87504-0909

For CONTRACTOR

Kathryn McIntyre, Program Manager
Conduent State and Local Solutions
Kathryn.mcintyre@conduent.com
303-295-2860
518 17th Street
Denver, CO 80202

With a Copy to:

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876
ATTN: Contracts Department

- B. Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 26 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
 4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
 5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections

contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 27 – SURVIVAL

- A. The Articles entitled Intellectual Property and Confidentiality shall survive the expiration or termination of this Agreement.

ARTICLE 28 – TIME

- A. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

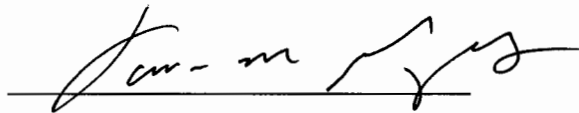
ARTICLE 29 – FORCE MAJEURE

- A. Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

CITY OF SANTA FE:

CONTRACTOR:

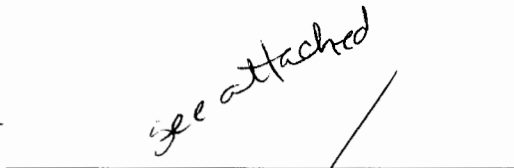
CONDUENT STATE & LOCAL SOLUTIONS, INC.



JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

see attached



MICHAEL M. DAVIS, VICE PRESIDENT

DATE: _____

CRS # 03-182996001

Business License # 17-00144538

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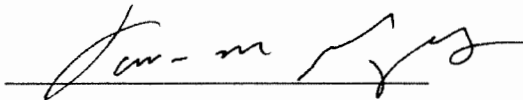
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CITY OF SANTA FE:

CONTRACTOR:

CONDUENT STATE & LOCAL SOLUTIONS, INC.



JAVIER M. GONZALES, MAYOR



MICHAEL M. DAVIS, VICE PRESIDENT

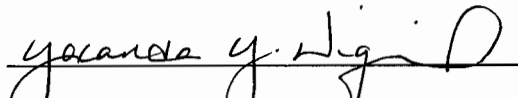
DATE: 8/18/17

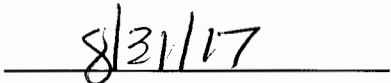
DATE: 08-28-2017

CRS # 03-182996001


Business License # 17-00144538

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 8/9/17


DATE FULLY EXECUTED

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM JOHNSON, FINANCE DIRECTOR

52151.563100
Business Unit/Line Item

EXHIBIT A - SCOPE OF WORK
CONDUENT STATE & LOCAL SOLUTIONS, INC.
CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM

1.0 Functional Areas

The following table contains the list of functional areas of the Citation Administration and Revenue Reconciliations System (CARRS) system.

Table 01: Functional Areas

No.	Functional Area	No.	Functional Area
1	Electronic Citation Issuance and Reporting System (ECIRS)	4	Special Collections System (SPS)
2	Enforcement Management System (EMS)	5	Marketing and Revenue Generation Program
3	Parking Citation Processing System (PCPS)	6	Noticing and Correspondence

The List of Functional and Technical Requirements/Capabilities presented in Exhibit C contains the detailed functionality the City requires within each functional area and Contractor's compliance with the system(s).

Furnishing of New Handheld Units: Electronic Citation Issuance hardware and accessories, including printers, will be provided by the City.

The Contractor shall provide the necessary software needed to integrate the handheld units with the proposed PCPS. The cost of furnishing the ECIRS in its entirety is included in Exhibit B. The Contractor shall provide the City a price guarantee which shall not exceed the proposed pricing for additional order of ECIRS components and accessories for a period of three (3) years from the contract start date.

2.0 Handheld Device Requirements

The Contractor shall provide an Electronic Citation Issuance and Reporting System (ECIRS) with features, functionality and services listed below at no expense to the City beyond the Citation Processing Fees identified in Exhibit B:

- a) Processing of citations entered into handheld units by PEOs in the field
- b) The ability to identify vehicles' RPP status, vehicles that are Scofflaws and/or reported as stolen and/or involved in felonies by VLN and VIN look-up through the handheld unit
- c) The ability for a PEO to enter a personal identification number (PIN) and password for the operation of the handheld unit
- d) The ability to access all data and images associated with a Citation stored in a handheld unit
- e) Built-in bar code reader and digital color camera with highest available pixels
- f) The ability for the PEO to capture image/s of each violation
- g) Automatic printing of violation photo selected by PEO on each citation prior to issuance
- h) The generation of City specified reports from data collected by handheld units
- i) Simplified Training and hip-pocket reference manuals for City employees on handheld units
- j) Additional options pertaining to handheld units as outlined in System Enhancements
- k) The automatic capture of PEO tasks and time spent from handheld units
- l) The ability to manually input PEO tasks and enforcement time spent into handheld units; and

The system will integrate the PCPS and the ECIRS to upload citations and download information to handheld units through VIN or VLN.

3.0 ECIRS Requirements

The Contractor shall provide an ECIRS system with the following features, functionality and services at no expense to PVB beyond the Citation Processing Fees identified in Exhibit B:

- a) Transfer of Citation data from the handheld units to the City's and/or Contractor's processing facility
- b) Two-way electronic transfer of Citation data between the ECIRS and the PCPS in a manner that eliminates the need for physical counting, batching and delivery of Citations
- c) Management and maintenance of the current ECIRS or replacement of current system components with PVB's prior written approval of any proposed replacement system
- d) Comprehensive reference manuals for PVB's operations and management personnel in the full use of the ECIRS or any replacement system implemented during the term of the Agreement, including instructions for and software, and ongoing system support
- e) Additional options pertaining to ECIRS as outlined in System Enhancements

4.0 ECIRS Computer Access

City provide all computer workstations for the purpose of ECIRS computer access.

Information stored and maintained in the ECIRS must be accessible from computer workstations attached to City's WAN/Internet.

5.0 ECIRS – PCPS Connectivity

The ECIRS must operate in an integrated fashion with the PCPS. Transfer of data between the two systems must use a high-speed communications link that will protect the security of the data.

The ECIRS must have the capability to verify that the Citation records transferred are identical to the Citation records transmitted.

6.0 Data Transfer Process

The Contractor must ensure the integrity of all data transmission, including reconciliation of the number of Citations transmitted with the number received and processed.

The downloading process from the handheld units to the PCPS must be fully automated and not require manual intervention.

Data transfer between the PCPS and ECIRS must include VLNs of vehicles eligible for booting as well as stolen vehicles and vehicles involved in felonies. The ECIRS must merge and post such VLNs and vehicle status as eligible for booting, towing or identified as stolen into appropriate, designated tables programmed into the software of the handheld units.

7.0 Data Security

The transfer of data from ECIRS to PCPS must be secure. Data security shall be fully PCI compliant throughout the Term of the Agreement.

8.0 Field Maintenance Requests

The ECIRS must provide the ability to use the handheld units to capture various Field Maintenance Requests for specific meters, signs and curb painting throughout City of Santa Fe. Field Maintenance Requests must be transmitted directly to the PCPS upon upload to the ECIRS. Transmissions shall be sent via email to the Maintenance Supervisor and other designated personnel email accounts.

9.0 Support and Maintenance

The Contractor shall at all times provide maintenance and support services for all software, equipment and systems supplied pursuant to the Agreement.

10.0 Contract Liquidated Damages

Failure of the Contractor to ensure the integrity of the transmission and reconciliation of the number of Citations transmitted on a daily basis with the number received and processed on a daily basis shall result in a credit to PVB of \$250.00 per daily reconciliation incident.

Failure to electronically download information from the handheld units to the PCPS will result in a credit to PVB of \$250.00 for each batch download incident that results in lost data plus actual citation value. This penalty will not be invoked if the failure is due to failure of 3rd party wireless coverage or local environmental elements such as WIFI or LAN issues or issues that are outside of Contractors control, damage of a physical device that impacts its communications capabilities, or failure by enforcement officers to properly dock the handheld.

Failure of the Contractor to adhere to the schedule for installation, training and/or implementation of the new system, once approved by PVB, shall result in a credit to PVB of \$1,500.00 for each calendar day of delay, unless written approval from PVB for the delay is secured before the deadline for the task has passed. Contractor will implement system i.e. "go live" in 90 days.

Failure of the system to maintain security data (PCI-DSS) with on-line payments information from Web or phone will result in a credit to PVB of \$1,500.00 per security incident.

11.0 Enforcement Management System (EMS)

The second component of the CARRS consists of procurement of a comprehensive Enforcement Management System (EMS) that receives new and updated data from the handheld units and allows:

- a) Computerized tracking of deployment of resources from the handhelds and manual entry of daily activity log; this allows efficient planning and deployment of Enforcement Unit personnel
- b) The use of handheld units to report Field Maintenance Requests

12.0 System Requirements

The Contractor shall provide a comprehensive EMS that receives new and updated data from the handheld units of the ECIRS and allows manual input of the daily activity logs. The EMS shall provide the following functionality, features and services:

- a) Tracking of activities performed by PEOs including but not limited to:
 - 1) Work Detail (e.g. Driveway Complaints, Residential Permit Parking, Commute Tow, General Enforcement, Abandoned Vehicle, Booting of vehicles, etc.)
 - 2) Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, and Administrative Tasks)
 - 3) Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing, etc.)
 - 4) Supervisor/PEO designation
- b) On-line, real-time entry of daily field activities of PEOs and other agency personnel who issue Citations.
- c) User-friendly retrieval of the records of all PVB employees who issue Citations. Record retrieval must be capable of being initiated by entering the issuer's name, badge number, their Supervisor's name or by entering dates or date ranges
- d) The capability to interface with the ECIRS and to incorporate manually entered data
- e) PCPS database interface to capture and record the number of Citations issued by type of violation and by the number of Citations issued for each type of violation by issuer
- f) Display of all the information for every Citation issued during any time range specified by the PVB
- g) The EMS must include the following fields:
 - 1) Badge number, name area and regular beat assignment (pre-assigned)
 - 2) Patrol date
 - 3) Supervisor's badge number and name of each subordinate PEO
 - 4) Assignment at time of task (may be an assignment that differs from the regular beat assignment)

- 5) Types of field duty and amount of time worked
- 6) Non-field duty times and
- 7) Citation issued by date, time, location and violation category

13.0 EMS Online Real-time Maintenance

The system shall have the ability to provide on-line real-time maintenance of a complete catalog of parking enforcement supervisory assignments of PEOs. The PCPS must accommodate changes in personnel and assignments, including temporary assignments. At a minimum, the system shall provide information on:

- a) PEOs
- b) Supervisors
- c) Work Detail and
- d) Type of Assignment.

14.0 Tracking at PEO Badge Number Level

The system shall track activities performed by a PEO within an assigned shift. The information will be tracked by the PEO badge number and police district assignments, and will report Work Detail, Type of Assignment and Work/Non-Work Status, location of Citation issued, as indicated above. The system will also obtain data from the PCPS and ECIRS to update Citation information as required in reports.

15.0 Tracking at Supervisor Level

The system shall track activities performed by PEOs for functions by squad, under Supervisor responsibility on a daily basis. The system must allow for PEOs to report to more than one Supervisor in a day. The system should generate both regularly scheduled and on-demand reports that show what amount of time was put forth at the PEO badge number level for the various functions within the Supervisor responsibility or squad assignment.

16.0 Management Reporting of Activities

The system shall have the ability to:

- a) Accommodate and document real-time adjustments to assignments at the PEO badge number and Supervisor/Squad level, and reflect assignments of one PEO to more than one supervisor and/or one Supervisor to multiple assignments, squads or work details.
- b) Group activities by type, to reflect percentage of workday spent on a particular Type of
- c) Assignment, location, Work Detail, or Work/Non-Work Status, by PEO badge number and at the Supervisor level, so that all available hours worked during each 24-hour period are accounted for and documented seven days per week, including weekends and holidays.
- d) Document overtime hours worked by badge number and at the Supervisor level, and describe work detail, type of assignment and non-work status.
- e) Assist management of the Enforcement Division to evaluate day-to-day activity assignments and patrol strategies over time.
- f) Allow for table updates and audits for quality of data in real time.

17.0 Statistical Reports on Productivity Online

The system shall provide PVB with operational on-line, real-time reports of PEO activities by PEO, location, unit assignment and enforcement area.

Citywide statistics must be available for any specified time period. The following management and operational reports are required:

- a) PEO activity summary
- b) PEO activity detail and
- c) Summary of productivity reports

18.0 Contract Liquidated Damages

Failure of the Contractor to provide the Enforcement Management System in accordance with Contract specifications within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of \$500.00 for each calendar day delayed unless a written extension of the deadline for providing EMS is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Contractor's system shall be capable of generating Management Reports within ninety (90) days of the Contract Approval Date. Failure of the Contractor to provide the required Management Reports within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of \$500.00 for each 24-hour period of delay, unless a written extension of the deadline for providing Management Reports is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

19.0 Parking Citation Processing System (PCPS)

The primary functions of the PCPS are the processing of Citations received either from handheld units or from manually written Citations; MVD interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits, Scofflaw booting and tracking and Customer service support. In addition to these primary applications, PVB intends to automate several other applications that are discussed below. The PCPS shall be fully PCI compliant during the entire term of this contract.

The Contractor shall provide all software and services for a PCPS that is fully integrated with the ECIRS, with the following features, functionality and services, at no expense to PVB beyond the per-Citation price identified in the Cost Proposal:

- a) Ability to record new Citations issued, including identification of the issuing agency
- b) Ability for the PVB and the public to make online, real-time Citation inquiries
- c) Ability to interface on-line or via 3rd Party in batch with New Mexico MVD
- d) Cashiering/ Payment Processing/Noticing/Refund and Audit functions
- e) Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing requests
- f) General Citation data storage and management, along with flexible reporting options
- g) Residential Permit Issuance and Management System
- h) Capture boot/tow status on handheld
- i) Data entry services for handwritten Citation records; citations will be imaged by City and image file sent to Conduent
- j) Printing and distribution of notices (see Section 9)
- k) Training and user manuals for PVB staff on PCPS and system maintenance requirements
- l) Maintenance support services for software
- m) Additional options pertaining to the PCPS as outlined in Section 2

20.0 Citation Processing

The Contractor shall provide all software and technical support for all phases of Citation processing, from initial entry of a Citation into a database to final closure by payment, dismissal, or other Disposition. However, with the exception of initial data entry of imaged file of manually written Citations to be performed by Contractor, the PVB will perform all other PCPS data entry functions.

The Contractor shall implement a complete data processing system that is capable of processing up to fifty thousand (50,000) Citations annually, including both handwritten and computer-generated Citations. The system must be able to provide active on-line retention of Citation data for at least three (3) years, and on-demand access to electronic copies or facsimiles of printed Citation records for a period of at least three (3) years.

The system will perform the following procedures:

- a) For ensuring that each electronically generated Citation has a unique number of algorithms check digits to avoid duplication;
- b) For providing on-demand an electronic facsimile of all Citations generated by handheld units;
- c) For providing "voided" computer generated Citations that can be identified by query and identity of the person who has initiated the "void";
- d) For providing electronic Citations issued to citizens who leave the scene of a violation, so that a facsimile of a Citation can be mailed to the Registered Owner within three (3) days of issuance;
- e) For processing electronic Citations that are subsequently corrected so that City will mail facsimile to Registered Owner with a notice of correction;
- f) For providing an audit trail that lists the status of all Citations by number, regardless of disposition (i.e. paid, damaged, destroyed, etc.).

21.0 Handheld System Interface

Contractor shall provide an automated interface with the ECIRS, such that the transfer of data records captured in the field on handheld units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS is communicated to the ECIRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the Parking Division.

The stand-alone ECIRS will transfer database files containing Citations and voided Citations to the PCPS. The PCPS must respond to the transfer of this information with the following records:

- a) A file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files.
- b) A file consisting of VLNs / VINs of vehicles that are eligible for or that have been reported as stolen or involved in the commitment of a crime.
- c) RPP permits status validation.
- d) Any code table files that have been modified since last transmission.

The ECIRS and PCPS systems shall be capable of processing electronic Citations issued to motorists who leave the scene of a violation ("drive-away") that will permit a facsimile Citation to be mailed by City to the Registered Owner within three (3) days of the issuance of a Citation.

22.0 Handwritten Citation Processing

PVB will continue to issue Citations that are handwritten and anticipates that it may continue to receive less than 3,000 handwritten Citations per year from various agencies. The Contractor will be sent these handwritten Citations and shall enter them into the PCPS for tracking. PVB's goal is to further reduce handwritten citations and any cost savings due to reduction in handwritten citations will be credited to the City. The contractor shall show PVB good faith efforts it has taken to reduce costs and credit the City savings from the cost cutting efforts.

Contractor shall perform the following procedures and activities:

- a) Daily collection of handwritten Citations from PVB to be scanned and imaged by City. Image file will be sent to Contractor
- b) Data entry of handwritten Citations into the system within two (2) working days of receipt by Contractor. Contractor shall review and resubmit those Citations that do not successfully update for update processing within one (1) additional working day
- c) Maintenance of back-up software facilities to provide a level of redundancy sufficient to ensure that new handwritten Citations are updated to the computer database within two (2) working days of receipt by the Contractor.
- d) Maintenance of clear, archive quality records of each handwritten Citation with a unique, sequential document locator number for each record.

- e) Provision of readable reproductions of all records upon request from the public or PVB.
- f) Reconciliation and accounting of handwritten Citations during the recording process.
- g) Recording the following database elements from each handwritten Citation:
 - 1) Citation Number
 - 2) Issue Date
 - 3) Issue Time
 - 4) Agency
 - 5) Officer Name
 - 6) Officer Badge Number
 - 7) Registration Expiration Date
 - 8) Location of Violation
 - 9) Vehicle Make
 - 10) Vehicle Model
 - 11) Vehicle Body Type
 - 12) Vehicle Color
 - 13) VIN
 - 14) Violation Code
 - 15) Vehicle VLN, and
 - 16) Any comments/notes.
- h) Data verification and quality control process to validate the data transcribed from handwritten Citations.
- i) Checking for valid combinations of alpha or numeric data for particular fields, a check-digit algorithm to control errors in the Citation number field, and crosscheck edit of batch numbers and batch counts.
- j) On-demand reporting of lists of Citations with data field errors.
- k) Processing of handheld Citations issued to motorists who leave the scene of a violation ("drive away"). A facsimile Citation shall be mailed by the Contractor to the Registered Owner within three (3) working days of Citation issuance, subject to availability of registered owner's information being received from New Mexico MVD. For out-of-state vehicles, Contractor will mail a facsimile citation within two (2) days of receiving Registered Owner's information from out-of-state MVD's.
- l) Researching any rejects or errors, and processing of manual data entry corrections within three (3) working days from the date the error appears on a daily report.

Failure to adhere to the deadlines described in paragraphs (b), (c) or (k) above shall result in a credit to PVB of \$250.00 per calendar day of delay attributable to delay within Contractor's control.

23.0 MVD Data Integration

Under the laws of the State of New Mexico, the Registered Owner of a vehicle on record at the MVD is liable for a parking violation. The accurate and timely acquisition of Registered Owner information is critical to the success of processing Citations.

The Contractor must provide a system with the ability to retrieve vehicle-related information from the New Mexico MVD and integrate it into the PCPS. The Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. If available and facilitated by New Mexico MVD, this process will include continuous on-line, release of vehicle registration holds with the New Mexico MVD and other States' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized collection activities. Any fees charged by the MVD to support direct access will be passed through to the City as a reimbursable cost.

The Contractor shall ensure that the system will protect confidentiality with regard to all data obtained from the MVD.

Any fees charged by New Mexico MVD for continuous on-line, placements and releases of vehicle registration holds with the New Mexico MVD will be passed through to the City as a reimbursable expense. Contractor has to secure a written authorization from PVB for any additional pass-through costs not approved and included as part of the original contract prior to incurring such additional pass-through costs.

24.0 Name and Address Processing

Contractor agrees to perform the following name and address processing functions:

- a) To process all MVD name and address transactions required to support PVB parking operations.
- b) To interface directly or via 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD. The interface method to be used by the Contractor for obtaining the vehicle registration information from the database maintained by the New Mexico MVD will be the decision of the Contractor.
- c) To process error messages resulting from returned MVD information.
- d) To initiate and obtain in-state Registered Owner information within twenty-four (24) hours of a new Citation record being updated or entered into the database, subject to New Mexico MVD's approval and availability of information.
- e) To perform a VLN information re-request where the initial request is returned because name and address information was not available ("no hits").
- f) To ensure the accuracy of all data returned by the MVD prior to updating the Citation database.
- g) To query MVD for Registered Owner information using either VLN or VIN, in accordance with New Mexico MVD's approval and availability of information.
- h) To document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered notices in the Citation history and to retain and display the incorrect address information until updated information is received.
- i) To schedule the processing of additional inquiries to MVD to obtain Registered Owner information when PVB determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address. Proposals shall also note how this schedule will be evaluated as the number of positive responses based upon repeat cycles.

Failure of the Contractor's system to initiate the in-state Registered Owner's information and update the Contractor's system within twenty-four (24) hours of the new Citation record being updated or entered on the database shall result in a credit to PVB of \$250.00 per batch of daily citations, in accordance with New Mexico MVD's approval and availability of information. Contractor will not be responsible for delays in updating the Contractor's system that are caused by delays in the New Mexico MVD.

Contractor shall obtain New Mexico MVD Registered Owner information for all New Mexico Citations issued through nightly batch process requests to the NM MVD, in accordance with New Mexico MVD's approval and availability of information. Any direct connection to New Mexico MVD is subject to New Mexico MVD approval and granting of access to Contractor. City will be required to provide any required authorization for Contractor to obtain New Mexico MVD and any out-of-state MVD approval.

Contractor will only be responsible for providing 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD and out-of-state MVDs. City will be responsible for providing access to New Mexico MVD for registered owner information look-up outside of Contractor's system.

25.0 MVD Payment Transfer Update- Option

Optional Service when legislation is passed authorizing issuing agencies in the state to mark plates for registration hold the Contractor will provide City with cost proposal for review and acceptance for providing this new service as a separate cost.

The PCPS database shall be updated with all Citation payment transaction details. Information received from the MVD about payments made to the MVD shall be reconciled with the Citation database. Because the MVD payment

and the records for the payments may come separately, the Contractor will not post MVD payment information unless approved by the PVB.

The system shall have the ability to process and account for payment transactions associated with money collected by the MVD.

26.0 Registered Owner Reconciliation

The Contractor ensures the system's ability to provide the following Registered Owner reconciliation functions:

- a) The ability of the data processing system to reliably and automatically compare the issue date of each Citation with the vehicle registration date information on file at the MVD
- b) The system shall use registration date information to assign legal responsibility for each Citation to a Registered Owner based on the effective date that the VLN was assigned to an individual by a motor vehicle registry. Citations issued before a change is registered shall be assigned to the previous owner
- c) The ability to accommodate the manual entry and processing of registered owner name and address information to accommodate any data entry errors
- d) The ability to provide on-line, real-time display of multiple Citation records for a single VLN or VIN, defined by date of ownership

27.0 Status of Protested Citations

New Mexico law requires that local jurisdictions provide an administrative protest procedure for parking violations. City Ordinance mandates that a parking Citation be contested within fifteen (15) calendar days of the date it was issued, or fifteen (15) calendar days from the mailing of a Notice of Delinquent Parking Violation.

City Ordinance requires that an Administrative Hearing with a Hearing Officer is scheduled upon request by the registered owner within five (5) business days from the receipt of a request for a hearing. The actual Hearing date will be selected based upon the Hearing Officer's schedule and availability. Therefore, the Contractor must provide a system that accurately displays all dates relevant to the status of a protested Citation, including the Citation issuance date, the date of mailing a Notice of Delinquent Parking Violation, and the date of receipt of a request for an Administrative Hearing.

The Contractor ensures the system's ability to provide Administrative Reviews and Administrative Hearings.

Failure of the Contractor's system to accurately display all dates associated with the status of a Citation subject to Protest shall result in a credit to PVB of \$250.00 per incident.

28.0 Temporary Citation Record

A temporary Citation record is used by PVB when inquiries are made about a Citation or when a request is received to contest a Citation or payment made for a record that has not yet been updated. The temporary record serves as a marker and exists as a record against which transactions are processed.

When the actual Citation record is updated to the database, temporary records shall be merged into the record with the actual Citation information. Processing dates, times and codes from the temporary marker shall be retained and permanently recorded as part of the Citation history.

The Contractor ensures the system's capability of adding a temporary Citation record to the database prior to the actual Citation being posted to the system.

29.0 Data Correction

When a Citation record is corrected the PCPS shall update the Citation record with the new data, and retain a history record of the prior data. The history transaction shall record the date, time and log-on ID of the person making the correction. The system shall have different security levels for different categories of record changes, as specified by PVB.

When crucial data fields such as violation code or VLN are corrected, the system shall automatically perform any necessary processing actions. These shall include sending a new name and address request to the MVD or reinstating a Citation into the noticing cycle.

The Contractor ensures the system's ability to permit manual correction of specified data fields on a Citation record and any automatically generated actions caused by such corrections

30.0 Citation Inquiry

The Contractor's PCPS shall provide on-line, real-time access to all Citation data, Registered-Owner-data and complete records of processing status and public contacts by phone or mail. The system shall provide such data by detail category and in a summary format. The data retrieval system shall be able to accommodate the specialized requirements of PVB's Administrative Adjudication Program and any other specialized programs within the framework of the Contractor's existing system and/or as otherwise agreed to between the parties. The system shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.

The PCPS shall display cross-referenced information for the VLN, including Registered Owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data and status indicators showing certain conditions, such as a bad check or unpaid administrative Fees in our system. The information to be displayed shall be determined by PVB for each Citation. The PCPS shall have the ability to alert the user if more related data is available that is not displayed on the current data screen.

The Contractor must ensure that the system will protect the confidentiality of all data obtained from the MVD including the confidentiality of Customer MVD information.

31.0 Citation Display

The Contractor's system shall provide on-line, real-time display of Citations that share a common characteristic. For example, entering an individual VLN shall generate:

- a) A display of all Citations assigned to the VLN, and if the VLN is associated with more than one Registered Owner, the system shall display the date of the change in Registered Owner;
- b) The option of displaying only those Citations that are "open," with an unpaid balance owed;
- c) Display of Citations that meet PVB's criteria for vehicle impound eligibility;
- d) Display of all Citations currently identified by a visible indicator that further research is required when additional VLN records exist for an individual vehicle owner or operator. The system shall have the ability to display all
- e) VLN's related to an individual on a summary screen to improve PVB's ability to collect Fines from owners of multiple vehicles.

32.0 Citation Detail

For each Citation record, the Contractor's system shall enable the PVB to access in an on-line, real-time mode at a minimum the following information:

- a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, issue date and time, location, amount due and current processing status
- b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code
- c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner name and address as provided by the MVD and effective date of vehicle ownership
- d) Financial Data: The original Fine amount plus the dates and amounts of any Penalties that have accrued
- e) Mail Data: The mail date and description of all notices or correspondence letters mailed, including all return information such as alternate addresses

- f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from the vehicle registry and the date that a registration hold was placed, confirmed and released by the MVD
- g) Registry Data: The vehicle make as recorded by the MVD, the date on which ownership data was recorded and dates that indicate returned mail or registration non-renewal
- h) Administrative Review Data: The date and time of Administrative Review and
- i) Disposition of Citations following Administrative Review
- j) Adjudication Data: The date, time and location of an Administrative Hearing and
- k) Disposition following the hearing
- l) Phone-in, Walk-in Data: For all phone inquiries or in-person contact with Customers
- m) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension and the date that suspension is to be removed and normal Citation processing is to resume
- n) Correspondence Data: The date, time, code and description of all correspondence mailed relating to a Citation
- o) Payment Data: Payment date, payment source (lockbox, walk-in, MVD, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number

33.0 Additional Remarks

The Contractor's system shall be capable of capturing additional remarks beyond what is recorded in the handheld unit to permit the input of additional information regarding a Citation. Access to the remarks screen shall be available for every Citation record. Data entry on the screen must be controlled by access authorization. Once a remark is added and saved to a Citation record, that remark and its associated information may not be edited, deleted or otherwise altered.

The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters. Data entry shall be allowed until the entire screen is filled. Additional remarks may be entered by accessing additional remarks screens, with no limit on the number of remarks screens that can be associated with a particular Citation record. Multiple screens shall be displayed in chronological order with the screen containing the most current data being displayed first.

The system shall provide the user with the ability to add remarks once a Citation record has been retrieved. System users will add remarks records by either a drop down menu selection or a clickable icon. Upon opening the "add remarks" screen, the system shall automatically populate the remarks record with the following required remarks fields:

- a) The date the remark is entered,
- b) The time remark is entered, and
- c) User ID fields identifying the person opening the "add remarks" screen which cannot be altered once the transaction is entered and saved.

All remarks records already entered shall be retrievable by Citation number, VLN or Registered Owner name. The system must allow the user to display a list of already-entered remarks upon opening a Citation record either by means of a drop down menu or a clickable icon. The list of remarks associated with a Citation record shall display the date remark was entered, the time entered, the user ID of person who entered the remark, and the first fifty-six (56) characters of each remark associated with that Citation. Each remark shall be listed in reverse chronological order, with the most current remark record listed first. The system shall allow the user to select a remarks record by clicking on a listed remark to open the detail of the remark record selected.

34.0 Citation Recovery

The Contractor shall provide online, real-time access to a history of all Citation activity that displays all processing transactions associated with a particular Citation. The system shall provide a display that includes every transaction related to an individual Citation and which forms a permanent audit trail for future inquiry and research. All

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transactions shall be listed in reverse chronological order (newest to oldest), with the transaction type (payment, hearing, etc.), transaction date, user ID of the person who processed the transaction and all other codes and information applicable to the transaction. The history shall also detail all collection activity, collection and correspondence by type, date and mail date, cashiering activity and complete historical data, such as name and/or address changes of other manual or automated corrections and revisions.

35.0 VLN/VIN Detail

The Contractor shall ensure that detailed PCPS information related to a particular VLN or VIN shall be immediately accessible in an on-line, real-time environment. VLN/VIN detail shall include information related to a single VLN/VIN for each known Registered Owner, separated into various categories, including:

- a) General Information: The VLN, VIN, effective date of vehicle registration
- b) Registry Information: The date on which MVD data were requested, date that information was returned from MVD and either confirmed or errors noted, the date that data was processed by the Contractor by updating the database with the Registered Owner's full name, address and VIN, as available.
- c) Immobilization/Impound Data: The number of Citations that count toward eligibility for immobilization (booting) or impound (towing), as set forth by City Ordinance
- d) Returned Mail Data: The date that any notice of correspondence was returned by the Post Office as undeliverable
- e) Correspondence Mail Data: Reverse chronological listing (most recent listed first) of correspondence mailed to the responsible party for a Citation, including the date and time mailed and the type of correspondence
- f) Summary of Fees: All penalties charged against the responsible party for a VLN, with any payments or penalty waivers recorded and displayed
- g) Financial Summary Data: The total amount of Fines and Penalties due for an individual VLN and any existing unpaid balance
- h) Comments Field: A field for PVB staff to make comments about a particular VLN, as distinguished from the remarks field associated with a particular Citation

36.0 Customized Information

The Contractor's system shall serve the comprehensive information needs of many separate organizational units within the PVB. The system shall be capable of responding to user-defined queries and shall present information in formats specified by the PVB to accommodate the unique requirements of each organizational unit. The entire system shall be dynamic and capable of being readily and efficiently adapted when there are changes in PVB policy, user preferences, legal requirements or future changes in Citation processing procedures.

The categories of data presently used include, but are not limited to:

- a) Citation Information: issuing agency, badge or ID number, location of the violation, meter number or street address and comments written on the Citation
- b) Payment Data: payment amount, payment source, method of payment and payment processing date
- c) Fine Status: original Fine amount, applicable Fees and dates Fees were applied, amount paid, amount reduced, total due, amount overpaid, reason for overpayment and refund of overpayments
- d) Citation Processing Plan: date Citation updated to system, batch number and date, date of next processing step
- e) Vehicle Information: VIN, make of vehicle, year of vehicle, month and year of registration expiration, vehicle body type and color
- f) Noticing Information: complete listing of each notice mailed with the actual mail date displayed
- g) Administrative Review Information: The date, time, and Disposition of Citations placed on Administrative Review
- h) Administrative Hearing Information: date hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable) and Disposition
- i) Case notes: to record notes to file regarding handling of case, conversations with and instructions given to Customer

- j) Case Status: Total due, amount paid, current suspend code and description, date temporary suspension is removed and "Protest Status" (a field that shows where a Citation may be on the administrative adjudication timeline)
- k) Administrative Review Summary: Citation issue date, time and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Administrative Review Disposition, the date the Disposition was entered and the date the Disposition was mailed to Registered Owner, Protestant or Complainant
- l) Correspondence Information: types of correspondence letters mailed with the date and time of processing
- m) General Citation Information: issue date, time, location, NMSA or UTO section violated and amount of Fines due
- n) The information listed above shall be available through an integrated database that allows:
 - 1) PVB personnel to know what data are on the Citation, what enforcement and adjudication actions have occurred and what notices have been sent. These data are used primarily to expedite responses to public inquiries
 - 2) PVB Hearing Examiners to have ready access to all information required for a fair hearing
 - 3) PVB personnel to see all Citation data, the enforcement actions that occurred, all Citation collection notices sent, the date and time an administrative or judicial hearing or Administrative Review took place and the Disposition at each stage of administrative or judicial review, complete information on the vehicle's Registered Owner and the name of any Protestant or Complainant
 - 4) PVB staff to analyze data to conduct parking meter, signage, painted curb investigations, research and respond to public complaints
 - 5) PVB accounting staff to pre-audit, review and process refunds and bounced checks, audit and reconcile revenue distribution and balance all deposits with Contractor and PVB records, and
 - 6) PVB Enforcement Division the ability to obtain detailed PEO information, identify errors, analyze trends, make officer deployment decisions and to continually enhance geographical deployment of PEOs

Interaction between PVB and the public in matters related to Citations occurs primarily through the PVB's Citations, Hearings and PVB Enforcement Divisions. Customer service functions will continue to be provided by the PVB.

The system shall have the ability to capture and retain the customized information listed above, and its ability to efficiently support the demand for Customer information from PVB staff.

The Contractor shall ensure that users can access information in all the data areas indicated above, and that the system can build and access linkages in the database that would facilitate data entry, and use flexible ad hoc query and report writing tools.

37.0 Cashiering Support

PVB staff currently provides cashiering services for the payment of Citation Fines from the Citation Division. The Contractor shall provide integrated payment processing capability with PVB's Pay-by-Phone and Pay-by-Web vendors. The Contractor shall also provide cashiering workstation equipment, hardware and software at all locations where Citation payments are accepted.

Equipment and hardware provided by the City and Contractor cashiering software to be used for processing and recording Citation payment information shall operate in a real-time mode, and the Contractor shall provide the capability to continue accepting Citation payments during times when data communication lines are temporarily inactive. Such transactions must be transferred to the processing database within fifteen (15) minutes once communications are restored. Contractor may recommend cashiering hardware for purchase by the City.

All transactions are subject to audit by PVB at any time, without advance notice.

The Contractor shall clearly identify the software that shall be used in the workstation configuration to be installed at all locations and describe the system's ability to provide the following functions:

- a) Perform inquiries into the PCPS database, such as lookups of Citation status, vehicle history, RPP status and MVD inquiries

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- b) Print a Citation payment receipt, in a form acceptable to the PVB, which shall provide the Customer with an easily understandable record to be used as proof of payment. The receipt shall display all Citations Fines paid, the total amount paid, the form of payment, the amount tendered and any change given, the VLN or VIN of the cited vehicle, the user ID of the person processing the payment and the time and date the payment was made. The receipt shall also show any Fees paid by date and type of Fee
- c) Provide a clear, auditable record of payments received. The audit trail shall include Citation number, payment date and time, payment amount, payment method and the user ID of the person who accepted payment and entered the payment into the system
- d) Process payments of Citations that have not yet been entered into the database, as well as payments of single Citations, multiple Citations and Citations on one or more VLN or VINs in an on-line, real-time environment. The system shall be able to perform all necessary actions to release MVD holds (if available) or change vehicle booting and impound eligibility based on Citations that have been paid. If available, the system shall be able to produce a MVD abstract that satisfies the MVD that the Citation has been cleared. In addition, the system shall be able to process City-imposed Fees
- e) Accommodate the special handling required for payments related to release of an impounded vehicle. The system shall be able to review vehicle history records and locate any additional vehicles registered to the owner, and accurately inform an individual of the amount of the Fines and Fees that shall be paid to release the impounded vehicle, including any amounts owed on other vehicles
- f) Process Interactive Voice Response (IVR) and Pay-By-Web payments made by credit or debit card through the specified PVB contractor for Internet payments
- g) Incorporate security and financial control measures including, at a minimum:
 - 1) Password security to gain access to the system
 - 2) Segregated cash out by operator
 - 3) Automatic check endorsement
 - 4) Separate totals for cash, check, money order and credit/debit card transactions, and
 - 5) Operator name or user ID, date and time as a record for each payment or adjustment transaction
- h) Reconcile payment transactions, including:
 - 1) Balancing of monies received in a report that automatically generates a listing of the totals by method of payment
 - 2) The ability to balance out each person or workstation register to the receipt tape generated at the register as needed, and
 - 3) Separate deposit preparation for each cashier prior to cash pick up.

38.0 Payment Processing Control Requirements

Proposals shall describe the controls, checks and balances employed by the proposed system sufficient to ensure data integrity for all information processed for the PVB. Full audit trail information for every processing transaction shall be captured and permanently retained for each Citation. All payment processing procedures shall be approved by the PVB and subjected to detailed audit by PVB. Proposals shall explain in detail exactly how these processing controls shall be met.

39.0 Audit Trails

The Contractor shall ensure the system's ability to establish a reliable audit trail for all processing procedures, including endorsing and encoding the payment document with the unique control number of each Citation paid, date of processing and batch numbers and daily reconciliation with the payments updated to the system.

The Contractor shall ensure that electronic images will be instantly retrievable on request by the unique control number of Citation number.

40.0 Processing of Funds

The Contractor shall ensure the system's ability to ensure the integrity of data and security of PVB revenue throughout the entire payment processing procedure. System shall be able to research and resolve overages and shortages of all payments processed in every case to PVB's satisfaction. The system shall automatically generate an exception report for all overages and shortages by individual processor at the end of each work shift.

41.0 Financial Adjustments

The Contractor's system shall process various financial adjustments and update the PCPS to accurately reflect Citation status. City will research overpayments and payments applied in error, perform the necessary financial adjustments, move paid amounts between two Citations if required, and provide for automated refunds through City Controller's system in accordance with New Mexico law or City policies.

These transactions shall undergo an accounting process separate from the daily reconciliation for in-person and mail-in payments.

The Contractor's system shall have the ability to perform the following functions:

- a) Permit the input of financial adjustment transactions, such as returned checks or refunds. The adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a Citation or reopening a Citation. The system shall be able to generate and send appropriate notification letters to the appropriate party advising of any such adjustments.
- b) Generate letters to Customers notifying them that they are entitled to a refund when appropriate. PCPS shall create an audit trail to record these transactions.
- c) Display financial adjustments on the report of revenue distribution.
- d) Process returned check transactions, send correspondence to the payer advising of the consequences and penalties applied because of the returned check transaction, update the Citation information on the Citation database and resume normal noticing and processing of the Citation.

42.0 Refund of Overpayments

The Current Contractor assists PVB in processing refunds for overpayment of Citations through use of the PCPS, which automatically indicates to staff when a refund is due to a Customer and assists at various stages of the refunding process. The Contractor's system will support refunding of overpayments with the ability to:

- a) Determine at VLN level if any overpayments are at least thirty (30) days old. This will not apply to fix-it Citations but will have an exception report for the fix-it Citation category.
- b) Apply any overpayment to any open or unpaid Citations at the VLN level adjusting any late Fees applied in error. Designate, at the transaction level, where the overpayment was moved from and where the overpayment was moved to, for the Citation being paid. A detailed transaction record will be maintained by the PCPS. Mail refund letter to Registered Owner; indicate and maintain a record of all letters, at the VLN level, showing that letter was sent. Designate, at the VLN level, the response to the mailed refund letter so that if a refund is requested it will be issued through the PCPS refund system.

If there is no response to the mailed refund letter after a fixed time determined by PVB or if the letter is returned as undeliverable, the ability to mark the record with the reason for return, so that a report can be generated based upon date of payment and date of determination of inability to refund.

43.0 Administrative Review and Adjudication Procedures

The PVB conducts administrative adjudication of Citations. This includes Administrative Review, which is conducted for all Citations subject to a Protest as required by NMSA, and Administrative Hearings conducted upon the request of a person who wishes to protest a Citation. These administrative adjudication procedures are required by New Mexico Statutes Annotated (NMSA) and by City Ordinance.

44.0 Administrative Review

The number of Citations involving Administrative Review fluctuates in accordance with the number of Citations issued.

The PCPS shall provide electronic tracking and associated services for Administrative Review processing, which shall include the following functionality:

- a) Ability to capture data associated with the request for Administrative Review
- b) A determination that the request for Administrative Review has been made within established deadlines
- c) Generation and mailing of a letter to the Protester describing the Administrative Review procedure. Different letter templates will be used depending on the type or number of Citations involved. The form and content of these letters will be subject to approval by the PVB
- d) Handheld citations are updated in real-time based on the ability of quality of wireless service provided by City. Manual Citations are available 48 hours after receipt by vendor. Photos are available overnight in a batch process
- e) The ability to review other Citations issued at the same location as the protested Citation, or to the same vehicle that was issued the protested Citation
- f) The ability to query for MVD Registered Owner and vehicle information
- g) The ability to place an "administrative suspend" on the Citation payment deadlines pending Administrative Review
- h) The ability to capture information describing the Disposition following Administrative Review or Administrative Hearing, including indication of denial/approval of the Protest, date and time of the conclusion of Administrative Review, the person conducting the Administrative Review and the reason for denial
- i) At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the Disposition in sufficient detail so that the Protester is able to understand why the Protest was denied or upheld. The notice shall also explain the procedures to be followed if the Protester wishes to contest the Citation through an Administrative Hearing. The form and content of the notice shall be subject to approval by the PVB
- j) A "comments" field for each VLN that will allow both the Citation and the Hearing Unit to enter notes about a particular VLN. There shall also be a separate "comments" field for each Citation
- k) Daily, weekly and monthly reports provided to PVB including:
 - 1) Disposition sorted by person conducting Administrative Review
 - 2) Disposition sorted by violation type and total dollar value
 - 3) Number of Administrative Reviews conducted in any given time period
 - 4) Number of Administrative Reviews conducted by each reviewer per day and average time taken for each review
 - 5) Activity reports, including Administrative Reviews in process beyond selected number of days for custom date ranges.

The Contractor shall ensure the system's ability to support the Administrative Review procedure, including automated support and other support services for Administrative Review requirements described above.

45.0 Administrative Hearings

PVB's contract staff will continue to conduct Administrative Hearings. The Contractor shall provide a system that can capture and process information related to Administrative Hearings. The system shall enable the PVB to create a data record when a request for Administrative Hearing is received. The system shall verify Citation status, including the Disposition following Administrative Review, whether the Fine has been paid, and shall confirm that the hearing request is made within fifteen (15) days following the mailing of the notice of the results of Administrative Review. If all PVB-defined requirements are met, the system shall schedule the case for a hearing within fifteen (15) days of receipt of the request and in accordance with all policies and procedures set forth by the PVB. Proposals shall describe how the proposed system will provide the following functions:

- a) Computer system services directly related to the processing needs of the PVB's Administrative Adjudication Program. These include but are not limited to assistance with software applications, hardware and communications.
- b) Online, real-time Administrative Hearing scheduler. This function shall include a hearing date availability calendar to ensure consistent workload volumes in accordance with PVB specifications. All hearing scheduling shall be in compliance with hearing deadlines mandated by New Mexico law and City Ordinance.
- c) A scheduling system component that allows PVB staff to enter a walk-in Customer's request to have an on-demand hearing, so that the Hearing officer can a) look to see who needs to be assisted, and b) delete the person's name from the system, once their name has been pulled for assistance. This component shall be able to generate reports reflecting the number of Protestants and wait times as well as generate a separate

report which lists all Hearing requests which did not meet the fifteen (15) days requirement stated in section 4.6.2 above.

- d) A hearing-scheduling calendar that shall have the capability of being modified in an on-line real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, changes in State Laws in addition to changes in PVB policies and procedures.
- e) At the direction of the PVB, the system shall be able to modify available hearing dates and times and adjust the number of available hearing slots.
- f) Direct access for Hearing Examiners to MVD vehicle registration within eTIMS, the Citations database and the hearing scheduling calendar. The system shall have the ability to paste the text of appropriate sections of the Vehicle Code into Disposition documents at the discretion of the Hearing Examiner. It shall also include a user-friendly data entry system within word processing software that automatically transfers data entered into Disposition form letters that are generated by the system in a batch environment and are sent out the following day. The system currently does not have spell-check capabilities, however the ability to insert custom text in outgoing correspondence is being developed, and all other basic word processing functions.
- g) Capacity for data entry of variable information about a hearing, including, but not limited to:
 - 1) Protestant's name and address
 - 2) Decision
 - 3) Citation number
 - 4) Description of violation
 - 5) Date of the decision
 - 6) Written justification for decision and
 - 7) Protestant's right to a De Novo Hearing in the Superior Court, and a description of the procedure to obtain such a hearing.
- h) Ability of the Hearing Examiner to generate a Notice of Decision to be mailed to the Protestant or Complainant by PVB within one (1) business day of a Hearing Examiner's decision. In addition, the system shall provide for the entry and editing of hearing information, transfer such information to the appropriate database and shall be capable of routinely generating management information reports requested by the PVB.
- i) Disposition letters shall be available in electronic form for review, editing or reproduction.
- j) Online real-time updating of Citation Disposition at the time of a Hearing Examiner's decision, the hearing type (in person, by mail or by telephone), the hearing date and any Fines or Fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting Disposition.
- k) On-demand reporting capability with user-defined parameters, including but not limited to, the number of Dispositions, violation type, rates of dismissals, and number of hearings held by any combination of data specified by PVB.
- l) Weekly, monthly and on-demand reports to the PVB. Examples of the types of reports that shall be required include, but are not limited to:
 - 1) Disposition by Hearing Examiner
 - 2) Disposition by violation type
 - 3) Number of hearings conducted in any specified date range
 - 4) Reports detailing the average duration of hearings
 - 5) Reports detailing pending Protests sorted by Hearing Examiner
- m) Reports shall be available in weekly and monthly summary reports or any other summary reports by date range specified by the PVB.

46.0 Impound and Boot Hearings

If the PVB receives a request for a Tow Hearing for a vehicle that is still impounded, PVB will conduct the hearing within forty-eight (48) hours (excluding weekends and holidays) in accordance with the requirements of New Mexico law and City Ordinance.

The Contractor's system shall provide for the entry of variable information regarding a Tow Hearing, such as the requestor's name and address, the Disposition and written justification. The system shall have the ability to allow the

Hearing Examiner to generate a Notice of Decision to be mailed to the Registered Owner or Complainant by the Hearing Examiner within one (1) day of a decision.

In addition, the system shall provide the ability to enter and edit hearing information, transfer such information to the appropriate database, and generate management information reports requested by the PVB.

In compliance with City Ordinance, the Contractor's system shall have the ability to provide an on-line, real-time scheduling function that integrates City Ordinance requirements with an availability calendar for Administrative Hearings. In addition, the system shall provide entry and noticing options for Hearing Examiners.

47.0 Electronic Archiving and Retrieval

The New Mexico statute of limitations on a parking Citation is four (4) years from the date of issuance. The Contractor's archiving process shall remove Citations that are closed from the active database but allow closed Citations that have not reached the five-year anniversary to be easily removed.

The Contractor shall ensure the system's ability to provide the following processing capabilities:

- a) Any Citation that is four (4) years old, whether or not it is resolved, is to be removed from the current Citations database and electronically stored. The only exceptions are Citations that are the subject of civil litigation that began before the five-year anniversary. In these cases, the Citations cannot be archived until PVB notifies the Contractor that the litigation is resolved.
- b) All archived historical data shall be maintained so that it may be retrieved for use in management reporting and auditing.
- c) The system shall indicate whether VLNs in the current database have additional Citations that have been archived. This indicator shall be readily discernable to inform users that other Citations associated with a VLN exist.
- d) Proposals shall be capable of restoring archived records to the database within two (2) days after receipt of a request from the PVB.

The Contractor shall provide technological alternatives for archiving paper records e.g. imaging that allows easy retrieval of records and the ability to use information over time. PVB is not interested in data retention that cannot be loaded back into the system or that limits the inquiry paths that can be used. Similarly, PVB is not interested in a system of archiving that would no longer be effective if the operational database or IT programs were modified.

Failure by the Contractor to restore archive records to PVB within two (2) business days after a request will result in a credit to PVB of \$100.00 per 24-hour period of delay.

48.0 Document Storage and Retrieval

The City shall store all documents relating to operations for PVB for a minimum period of time at City's discretion. The Contractor shall ensure that documents will be electronically filed within the PCPS and maintained for a minimum of four (4) years on DVDs or other media approved by the City.

The Contractor's system shall have the ability to store documents (whether by Julian date, Citation number or some other unique characteristic), and ensure that documents are retained in usable condition at all times and not misfiled or misplaced. These documents include but are not limited to Citations, notices, correspondence, survey and investigation results, and other paperwork related to Administrative Reviews and hearings.

49.0 Copies of Parking Citations

The Contractor's system shall have the ability to image and store the original copies of manually issued Citations for a period of four (4) years from the issue date. The system shall reproduce electronically generated Citations in a user-friendly form upon request. The system shall be able to provide copies of Citations on demand.

50.0 Records Destruction

The Contractor shall have a plan for the destruction of records that is consistent with the City's requirements for records destruction and records retention.

51.0 Management Reports

PVB's current system generates a number of reports, including daily, weekly and monthly scheduled reports as well as on-demand reports. PVB does not intend to require that all reports be produced as hard-copy reports by the Contractor's system if the system generates an appropriate, printable list. PVB is interested in unique reports generated by the proposed system and not the duplication of current system reports.

OTHER PARKING MANAGEMENT INFORMATION APPLICATIONS

52.0 Residential Parking Permit System (RPPS)

City ordinance permits the creation of residential parking districts that permit parking to those residents that have obtained RPP permits for themselves and temporary permits for their guests. The Current Contractor's RPPS connects with the existing PCPS so that renewal notices include information regarding outstanding Citations and that PVB staff assisting Customers with RPP issues are notified by the system that Citations are outstanding on the vehicle for which the permit is being sought.

The current system provides a separate online function for input and maintenance of information on the issuance and cancellation of residential parking permits, including permit holder profile and application history, residential permit parking area street name and address inventory, permit history and Citations payments.

The Contractor shall provide integrated cashiering system software for the RPP Program that is able to access the residential permit parking database, Citations database and, if available, MVD. The PVB plans to implement a bar-coded RPP placard or windshield cling permit which shall withstand effects of exposure to the sun for extended periods of time with a minimum of sixteen (16) months without failure. The barcode will enable the PEO to determine the validity of the RPP permit. Contractor shall have the ability to manage RPPS utilizing bar-coded RPP permits.

The system shall have the ability to integrate the RPPS with the PCPS in real time. RPP permits shall be of several different colors determined by the PVB for each permit area or a combination of RPP areas. All permits will be provided by City or, at City's request, be provided by Contractor as a true cost reimbursable expense.

The system shall have the ability to perform the following functions:

- a) Identify unpaid Citations of permit holders prior to issuance of permits.
- b) Inquiry and retrieval of individual residential parking permit account information by all authorized PVB personnel, including:
 - 1) Individual residential parking permit account number
 - 2) Type of account (such as residential or business) and current status
 - 3) Address that qualifies the account for a permit
 - 4) Mailing address
 - 5) Control numbers of issued permits
 - 6) Expiration dates of issued permits
 - 7) Number of permits issued versus number of residents on program streets
 - 8) Listing of all posted streets by block and by area
- c) Indicate eligibility for permits and renewal dates on the basis of type of account, allowing users to initiate access by:
 - 1) Account number
 - 2) VLN
 - 3) Unique permit control number and
 - 4) Name or address

- d) Provide a full history file for each permit applicant.
- e) Generate renewal notices to RPP Program participants within a time period to be specified by PVB prior to permit expiration date.
- f) Controls that can be overridden by a supervisor that designates the number of permits per address.
- g) Provide for the creation of new permit districts, as well as new permit accounts within a district.
- h) User workstations that, if available, can query MVD for vehicle and VLN information.
- i) User workstations that can query the business VLN file through PVB's Wide Area Network.
- j) Lockbox system tracking for mail-in permits renewals.
- k) Internet renewal for current permit holders with electronic applications for new applicants.
- l) Download of permit files to handheld devices to allow issuing officer to verify that the RPP permit is valid.
- m) The system shall generate reports describing the citation activity of the RPP. Reports describing Citation activity shall be identical to those defined for the PCPS and include.
 - 1) Daily RPP Area Activity Report: This report provides an analysis of daily activity by parking area and permit type
 - 2) Daily Citation Log: This report lists all persons issuing Citation Fines for a given date, listing name, VLN, cashiering system, transaction number, Citation number(s), Citation amount, payment type and amount of payment

53.0 Image Management System (IMS)

PVB intends to have an integrated Image Management System with the PCPS that will capture, store and retrieve all manually entered citation images. Such images shall be retrievable at remote sites by the workstation users utilizing the same workstation hardware as is used for PCPS entry, update and query functions. The IMS shall have the ability to retain up to five (5) years of manually entered records online, and provide retrieval of images within ten (10) seconds using PVB's WAN.

Contractor must have the ability to provide an IMS that interfaces with the PCPS. The data record and image record will be related to its system and users must be able to access the image from the PCPS. The system must have imaging system backup, purge and archiving capabilities.

54.0 Liquidated Damages for Image Management System

Failure to provide an Image Management System within ninety (90) days of the Contract Approval Date will result in a credit to PVB of \$50.00 per 24-hour period of delay unless written approval from PVB for the delay is secured before the provision has passed its deadline date. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Failure of the Image Management System to retain up to four (4) years of manually entered records online shall result in a credit to PVB of \$250.00 per calendar day records are not available.

PVB WAN work stations and City Internet is set up properly with all proper permission and connectivity. After the first retrieval of the day to load the view and see the image, average retrieval time for images on Contractor's system shall not exceed ten (10) seconds.

Failure of the Image Management System to provide retrieval of images within ten (10) seconds using PVB's WAN, shall result in a credit to PVB of \$250.00 per incident, excluding delays caused by City's network infrastructure and internet connectivity to Conduent's network.

55.0 Automated Telephone Landline Answering System (ATLAS)

The Contractor shall provide all hardware, software, equipment and technical support for an automated telephone answering system (ATLAS) that disseminates accurate, consistent and user-friendly information twenty-four (24) hours per day and seven (7) days per week. The ATLAS will answer calls in addition to providing an option to transfer calls to City service representatives.

The ATLAS shall be fully integrated with the PCPS and shall provide online, real time status of Citation and individual VLN records. Contractor is responsible for maintaining the connection between the ATLAS and the PCPS. The ATLAS shall be tailored to the specifics of PVB's parking policies and procedures and updated and enhanced as required by PVB. ATLAS messages are to be recorded in English and Spanish. Because of the diverse ethnic makeup of City of Santa Fe, a system that is capable of handling additional languages is desired. A TTY line or equivalent shall be available for inquiries from the hearing impaired.

City parking Citations contain phone numbers for the 505 area code, as well as a special number for the hearing impaired.

eTIMS® shall be able to mark the database of Citation information with an indicator on the Citation history record showing that a telephone call was received and the general nature of the call, including all requests for information and the appropriate action taken.

The CARRS call processing system shall also provide the option to speak with a live representative who can provide Citation history and current Citation status information Monday through Friday during hours defined by the City, except City holidays-via access to eTIMS®.

All phone calls will be answered by City Staff.

Daily, Weekly and Monthly operational and management reports will be required to monitor the performance of the ATLAS. These reports shall include but are not limited to reports verifying that no calls are being dropped and reporting average length of each call by telephone operator.

56.0 Pay-By-Web System

The Contractor shall provide a PCI compliant pay-by-web service (PWS) that allows Customers to pay one or more parking Citations via the Internet using a credit card at any time of the term of the agreement. This service must be fully integrated with the parking Citation database, and PVB must be able to audit all transactions. The PWS shall accept credit card payments, then credit the Citation processing system and deposit funds collected into City's Bank account within 24 hours from the date of each PWS credit card transaction. . All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

The Web page shall ensure that all transactions are secure using public key infrastructure and data encryption technology. The architecture of the web page shall ensure that personal data is protected from access using fire walls. Pay-By- Web System shall be fully PCI compliant.

The Contractor shall be required to provide all hardware and software required to make the interface with the CARRS and a credit card clearinghouse in order to obtain real time authorization and eliminate chargeback.

Detailed information pertaining to each transaction, including credit card number, registration, date and time of transaction, authorization status and amount of payment must be captured and retained. The system shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. CARRS must be capable of automatically reconciling all pay-by-web transactions and transferred amounts at midnight or a City pre-approved virtual time within each 24-hour period when such transactions have occurred and resolve any discrepancies. Funds from all pay-by-web transactions must be distributed through the revenue distribution formulas required by the PVB and by State law.

CARRS must ensure security of Internet-based transactions by implementation of firewalls, public key information and data encryption. System must be compliant with any city standards established for e-commerce applications.

Any fees to be charged to the Customer shall be identified as a convenience fee and will be collected from the customer at the time of the transaction.

Exhibit A – Scope of Work

CARRS Agreement – Conduent State & Local Solutions, Inc.

57.0 Pay-By-Phone System

The CARRS shall provide a PCI compliant interactive pay-by-phone service with the capability to allow payment of one or more parking citations telephonically using a credit card during the term of the Agreement. This service must be fully integrated with the ATLAS, and the PCPS and PVB must be able to audit all transactions.

The Contractor will be required to provide all hardware and software required to make the interface with the Proposer's system and a credit card clearinghouse in order to obtain real time authorization and eliminate chargebacks.

Detailed information pertaining to each transaction including credit card number, registration, date and time of transaction, authorization and amount of payment must be captured and retained. The system must provide operational and management reports and appropriate audit trails to monitor the performance of the system. The Pay-By-Phone System shall be fully PCI compliant.

All pay-by-phone transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

Pay by phone users will be charged a \$1.50 credit card convenience fee at the time an individual is making a payment. The fee will be added to the final transaction after the outstanding fines and fees have been calculated.

Contractor will work with the City's bank to identify the deposit reporting cut-off times for credit card processing. Funds from all pay-by-phone transactions will be distributed through the revenue distribution formulas required by the PVB and the State of New Mexico.

CARRS must be capable of automatically reconciling all pay-by-phone transactions and transferred amounts, and resolve any discrepancies. Funds from all pay-by-phone transactions must be distributed through the revenue distribution formulas required by PVB and State.

Any fees to be charged to the Customer through the pay-by-phone system shall be identified in the proposal.

58.0 Parking Information Website (PIW) Maintenance

The Contractor shall be responsible for maintaining and enhancing PVB's existing Parking Information Website (PIW), which provides parking-related information to the public. The PIW shall provide Customers with the ability to pay Citations through the PIW. Upon PVB request, the Contractor shall create an interface between the PIW and the CARRS to provide information on outstanding Fines and Fees for a particular Citation, or Fines and Fees owed by a particular individual including photographs of the violation on file. The Contractor shall be responsible for all PIW changes requested by the PVB. No modifications to the PIW shall be made without written approval or request from PVB. Contractor shall maintain PIW in compliance with any established City standards for web sites. The Contractor shall update the PIW within one (1) business day of receipt of a change request from PVB.

Contractor acknowledges that vendor will be responsible for all PIW changes requested by the PVB and will discuss with City. Both parties will discuss changes as quickly as possible, develop mutually agreeable time frame and, if applicable, a scope of work and pricing proposal for requests that include new functionality and are over-and-above simple text or design changes.

Contractor will adhere to the following penalty with one provision, that both parties will discuss Contractor's current change request process prior to committing to a deadline that may not align with Contractor's current processes.

Failure to maintain the PIW as required by the Contract shall result in a credit to PVB of \$50.00 per calendar day in which the PIW is not fully functional, accessible to the public or for each calendar day of delay in implementing any PVB requested changes to the PIW excluding delays caused by City's network infrastructure and internet connectivity or other third party actions or inactions that prevent access.

59.0 Mobile License Plate Recognition (MLPR)

The City has plans to introduce Mobile License Plate Recognition (MLPR) system. The MLPR shall consist of the equipment and services that enable Enforcement staff to remotely scan vehicle license plate information from the PCPS vehicle list in order to identify licenses with three (3) or more delinquent citations (Scofflaws), who may be subject to booting and towing. Contractor may price, deliver, install and maintain MLPR on behalf of the City as an optional service.

60.0 Performance Requirements for PCPS and Contract Liquidated Damages

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Proposer to ensure satisfactory service to PVB and the public. It is the responsibility of the Proposer to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Proposer shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to PVB for non-compliance. All credits will be deducted from any amount payable pursuant to the Proposer's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage the Proposer to perform all services at the required levels. The assessment of additional credits, however, does not affect PVB's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. By submitting a proposal, each Proposer agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

The Contractor shall maintain sufficient staff and equipment to process all manually written Citations issued in PVB within the requirements set forth by the Scope of Services.

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Contractor to ensure satisfactory service to PVB and the public. It is the responsibility of the Contractor to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Contractor shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to PVB for non-compliance. All undisputed credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled. Contractor acknowledges this requirement and any specific modifications to these service levels is addressed in the section of the SOW where they are discussed.

Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect PVB's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. Any changes of the credits or the methodology of measurement are discussed in the applicable sections. By submitting a proposal, each Contractor agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

61.0 Electronic Citations Processing

Electronic Citations shall be uploaded into the system within one (1) working day of issuance. The system shall maintain a date and time of entry for all Citations.

Failure to upload Electronic Citation data into the system as specified above shall result in a credit to PVB of \$50.00 per day of delayed entry.

62.0 Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data entry for both new Citations and payments. Data entry errors commonly result in payment errors or unmatched or improperly matched Registered Owners with VLNs, causing a loss of revenue to PVB.

The Contractor shall ensure prompt identification and correction of data entry errors.

A credit of \$250.00 per day for each business day will be deducted from the Proposer's monthly charges for failure to meet these data accuracy errors criteria. Contractor is not responsible for data entry accuracy for data entered by the City Staff or 3rd Party vendors contracted by the City.

63.0 Accountability

The Contractor shall be responsible and accountable for all Citations that are misplaced or lost due to System errors or failures.

In the event that the System cannot provide a Citation or copy of a Citation to a Customer within the statutory time limits or for an Administrative Hearing, the Contractor shall be responsible to pay in full the amount of the Citation Fine to PVB, as long as the imaged handwritten citation has been forwarded to Conduent for data entry (i.e. citation is not in transit).

64.0 Annual PCPS Audits

The PCPS shall have the capability of providing City Data for facilitating audits conducted by PVB and City of Santa Fe and/or its agents.

65.0 Audited Report of Processing Authority

New Mexico Statutes Annotated (NMSA) requires that a processing system prepare a report at the end of each fiscal year setting forth the number of cases processed and all moneys received and distributed, together with any other information that may be specified by the issuing agency. The report is a public record and shall be delivered to PVB and the City Auditor.

Contractor shall ensure the system's ability to prepare this annual report.

66.0 Financial Reconciliation

System shall be capable of balancing all moneys deposited by PVB to revenue reports based on the Citations paid and Fees collected as reflected on the proposed system. Any discrepancies between processing logs/worksheets and database tools shall be immediately researched and resolved by the Financial Reconciliation tool of the proposed system. A record of any such problems shall be noted on the reconciliation worksheet. The Financial Reconciliation Report format shall be pre-approved by the City's Finance Director.

A report on revenue distribution will be required that is balanced to the manual totals each day from all cashiering activities and mail-in payments. All categories of payment are to be balanced, such as the bad check Fees, boot Fees, preferential parking revenues and Citation payment revenues. In addition, all payment types shall be balanced, i.e. checks, money orders, etc.

PVB will be required to perform and monitor all financial corrections and adjustment transactions applied to the PCPS. These corrections include bad check processing and the application of funds from one Citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

The system shall have the ability to provide the following financial reconciliation functions:

- a) Reconcile all transactions updated to the database. A report will be required which balances the number of transactions in a given day, Citations updated, payments, residential parking permits issued, fleet vehicles updated and deleted, corrections, Administrative Hearings and Dispositions, updated name and address information, suspends, returned mail and MVD non-renewal processing.
- b) Balance and reconcile new Citations added to the database through each stage of processing, from initial receipt, batching for data entry and copying to actual data entry and update to the Proposer's system. Processing of Citations issued by handheld units will require downloaded data from each PEO's reporting station.
- c) Produce transaction reports that shall be used to reconcile the correspondence processed by each PVB staff, especially any Citation suspensions.

67.0 Special Collections System (SCS)

The fourth component of the CARRS consists of vendor procurement of applicable software, hardware, training and technical support for a Special Collections System that provides the functionality, features and services described below. The primary functions of the SCS are:

- a) Out-of-State Collections
- b) Miscellaneous Collections
- c) Noticing/Processing Correspondence/Mailing functions

68.0 Special Collections Technical Requirements

Contractor must ensure that the Out-Of-State and Miscellaneous Collections Program will interface with the PCPS. The Contractor shall work with the PVB to develop an interface between the systems that will enable disposed or non-collectible records to be identified on the PCPS system, and passed from the PCPS to the Collections Program. Contractor shall also describe how resolved collections account information will be submitted back into the PCPS, so that the PVB is notified as accounts are resolved.

The Contractor will be responsible for all software, hardware, installation and support required for this interface. The Contractor will ensure that only authorized personnel will have access to the PCPS. The system must provide on-line updating of the PCPS for all completed transactions.

69.0 Out-Of-State Collections

In order to manage the Out-of-State Collections Program, the Contractor must be capable of acquiring information from other state vehicle registries and to make determinations regarding the probability of successful pursuit of payment.

The Contractor should demonstrate in-depth knowledge of state-specific data formats and registration-update schedules.

Contractor shall have procedures for validating critical data fields (e.g., vehicle make, registration renewal dates, and state abbreviations) through an interpretation and comparison of data from the Citation and data received from the vehicle registry.

Contractor shall ensure the system's ability to:

- a) Pursue collections on vehicles not registered in the State of New Mexico on which a parking Citation has been issued in the City of Santa Fe.

- b) Ensure the timely acquisition of out-of-state vehicle registration data.
- c) Provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity.

The Out-of-State Collection System must have the ability to:

- a) Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.
- b) Recognize and accurately separate out-of-state registration records based on changes in ownership.
- c) Maintain current and complete interface specifications.
- d) Obtain the Registered Owner's name and address from the appropriate state vehicle registry.
- e) Issue a Notice of Delinquent Parking Violation to the Registered Owner.
- f) Issue reports to PVB to document, monitor, and control the processing of Citations issued to vehicles registered out-of-state.

70.0 Miscellaneous Collections Program

Most Citations are resolved during normal processing by payment of the Fine and Fees, by permanent suspension as a result of an Administrative Review, or by adjudication.

However, some Citations remain unpaid after normal processing and collections efforts are completed. These open accounts result from such things as anomalies in the New Mexico MVD registration system, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the MVD, and other similar situations. PVB has the option of assigning specific categories of open Citations for special collections efforts.

The following criteria are currently being used to categorize Special Collection Citations:

- a) Delinquent Citations: Any unpaid Citation that has had a second penalty applied to the citation, has not been placed as a MVD Hold and does not fall into any of the categories below.
- b) MVD Hold Rejects/Returned Transfers: Any unpaid Citation for which the request for MVD hold was rejected or for which the MVD hold was released after transfer of ownership information had been obtained from MVD. Note – not currently available with New Mexico MVD.
- c) Aged MVD Hold: Any Citation that is on MVD hold and still unpaid sixty (60) days after the expiration date of the previous year's registration. Note – not currently available with New Mexico MVD.
- d) Out-Of-State Unpaid: Any Citation on an out-of-state plate that remains unpaid forty-five (45) days after a Notice of Delinquent Parking Violation is mailed.
- e) Returned Mail: Any unpaid Citation for which a notice has been returned by the Post Office as undeliverable.
- f) Registered Owner information: Any unpaid Citations associated with a plate for which no Registered Owner information has been returned from the MVD after at least two (2) requests have been made within two-months.
- g) Declaration of Non-Ownership: Any unpaid Citation issued to a vehicle for which a declaration of non-ownership has been received and forty-five (45) days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.
- h) Leased/Rented Vehicles: Any unpaid Citations issued to leased or rented vehicles forty-five (45) days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

PVB reserves the right to amend the criteria used to determine which Citations shall be assigned to Special Collections.

The Contractor shall ensure the system's ability to effectively manage the Miscellaneous Collections component of Special Collections in each of the following areas:

- a) Automatically review the PCPS database on a monthly basis and assign all Citations that meet the designated criteria as Special Collections
- b) Provide NDPV forms

- c) Determine and track the proper noticing for each designated Miscellaneous Collections criteria
- d) Print and mail all of the notices required to support the Miscellaneous Collections Program.

The Contractor shall utilize industry standard efforts as authorized by the City to pursue and resolve these hard-to-collect Citations. All forms of notices sent and collection procedures followed by Contractor in the Special Collections process shall be subject to prior approval of the PVB. All revenues collected through Special Collections' efforts shall be deposited in the City's designated bank account within forty-eight (48) hours from the collection date. All Collection fees shall be added to the outstanding and unpaid citations' Fine amount and collected from the registered owner of the vehicle. The City will not be responsible to pay the Contractor any Collection fees.

71.0 Telephone Inquiries

In order to facilitate Special Collections, the Contractor shall provide a toll-free 800 number for use by the public that the Contractor will answer for at least eight (8) hours-per-day during normal work hours.

72.0 Purge of Records

The Contractor and PVB will mutually agree upon a purge plan of those accounts that are not collectable. The Contractor will submit to PVB an electronic and paper report of purged accounts at a mutually agreed upon time.

The Contractor's system shall be able to purge selected records.

73.0 Types of Accounts Assigned to Special Collections

PVB will assign accounts to Special Collections immediately following the assignment of the second penalty to the citation. These accounts which fall into the categories enumerated in this Section 5.3 will be transferred to Special Collections by PVB.

74.0 Special Collection Payments

All adjustments will be documented. Contractor is responsible for depositing payments made by check or money order to City's account within twenty-four (24) hours or no later than the next business day.

The Special Collection Fee shall be a fixed fee which will be added to the outstanding fine amount and collected from the registered owner. The City will not pay any collections' costs incurred by the Contractor under any circumstances.

75.0 Reports

The system shall be capable of providing the following reports:

- a) Weekly: Citation payments submitted detailing Citation number and dollar amount.
- b) Monthly:
 - 1) Number of new accounts received;
 - 2) Number of paid accounts by type of payment;
 - 3) Number of payment reversals – subtotals by reason;
 - 4) Number of NDPV sent during the month;
 - 5) Number of letters sent by type;
 - 6) Number of phone calls received;
 - 7) Summary of account statuses; and
 - 8) Invoice for amount owed by PVB to Proposer.

Failure to produce reports as outlined above will result in a credit to PVB of \$100.00 per occurrence per working day not received, unless prior written approval for delay is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

76.0 Exclusions

Regardless of the collection efforts of the Contractor, PVB shall not pay a fee in the following cases:

- When Citations are collected as a result of collection efforts through MVD Liens, i.e., those Citations paid at the MVD in conjunction with annual registration renewal;
- When Citations are dismissed by PVB, the City or the Municipal Court; and
- When no collection activity has occurred within the twelve (12) months preceding payment of Citations for which notices have been returned by the Post Office as undeliverable.

77.0 SYSTEM ENHANCEMENTS INCLUDED IN THE PROPOSAL

In addition to the required components of the CARRS, the PVB has identified the following desired enhancements as listed below: Contractor shall ensure that the PCPS provides the functions or interface with other systems described in the following subsections.

78.0 RPP and Auto-Chalking System

The Enforcement Unit plans to implement an electronic version of the current RPP permit (bumper decal) that the Customer can attach to the inside of the windshield. The goal is to enable the PEO to determine the validity of the Customer's permit utilizing the ECIRS handheld device by either reading a barcode or via RFID. Proposals shall describe the system's ability to supply this electronic residential parking permit, and explain how this electronic permit will work with the ECIRS system.

The Enforcement Unit plans to implement an electronic version of the current manual chalking system, which assists the PEOs in determining when a vehicle has exceeded the allotted time at a meter or timed parking zone. Proposals shall recommend and describe such a system, and explain how it will interface with the ECIRS and PCPS system.

79.0 Program Consulting

The Contractor shall provide management consulting services above and beyond the services described in Section 2.132. The Contractor may use in-house resources or a subcontracting arrangement with a specialist in parking management services. The Contractor shall identify a full-time contract manager for the entire term of this contract. The service offered must be expressed in staff time dedicated to consulting and the cost for this service must be included in the Cost Proposal.

The anticipated management consulting services offered under this Agreement shall include but are not limited to:

- a) As needed EPM support with emphasis on effective enforcement, including developing appropriate productivity benchmarks. This should include regular meetings with PVB's Contract Administrator, Parking Director, Enforcement Supervisors and other key staff within the PVB.
- b) As needed, analytical support for developing enforcement strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. The consulting staff will conduct, or at the request of PVB, provide the technical support needed for the PVB to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and violation capture rates, etc.
- c) Upon request, extracting information from the Parking Citation database to support parking management initiatives.
- d) Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports.
- e) Provide on-going training for EPM staff in parking management related topics.
- f) Upon request, an analysis of new technology and its applications to parking operations. Such analysis should include, but not be limited to: cost benefits of new technology, example organizations that have already implemented the new technology and appropriateness of new technology to PVB's processes and operations.

80.0 Electronic Boot Removal System

The City is planning on providing an electronic self-release booting system. This system will be utilized to boot vehicles which are identified as scofflaw violators.

The system will provide MLPR camera units to be mounted on one vehicle to assist scofflaw enforcement officers to easily identify parked vehicles which qualify as scofflaw violators. The CARRS system shall be capable of interfacing with the booting system in real time.

81.0 Noticing and Correspondence

PVB requires a range of support services related to the generation and distribution of Citation notices. The system shall have the ability to provide the following Citation notice functions:

- a) Print and mail or utilize e-mail noticing of all notices required to support the CARRS.
- b) Implementation of system controls to provide accurate and timely notices that incorporate industry- specific design and mailing techniques.

All form letters, forms and noticing procedures used by the Contractor must be approved in writing by the PVB. The Contractor may recommend generating additional notices. However, prior to adopting any changes to notice templates or notice generation procedures, Contractor shall explain the benefits and costs of the change to or deviation from standard noticing forms and procedures and obtain prior PVB approval.

82.0 Notice Selection

The system shall provide the flexibility to accommodate time- based as well as criteria-based selection variables to generate specific types of notices. Examples of such criteria are: Citation age, suspend status, partial payment, and returned mail status.

83.0 Notice and Correspondence Printing and Mailing

The Contractor shall be responsible for generating, printing of all notices and correspondence specified herein, and shall be responsible for the quality of each notice run. At a minimum, the Contractor's system shall check for alignment, print quality, correct form, correct run date and shall ensure that all required information is printed.

The Contractor shall comply with all U.S. Postal Service regulations regarding the pre-sorting and bar coding of mail and with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The Contractor shall take measures to ensure compliance with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The City reserves the right to cancel the contractor's obligation to perform the functions described in this paragraph 83.0 of the contract upon written notice.

84.0 Postage Costs

The City shall be responsible for all postage costs, including the cost of placing holds on vehicle registration renewals at the New Mexico MVD and in states outside New Mexico, the costs of mailing of notices of delinquency, Administrative Adjudication Program notices, tow notices and any other correspondence and notices as directed by the City.

85.0 Notice Research and Reporting

The PCPS must be able to research specific notice runs, individual notice record information and the response rate or payment return rate. The system shall have the ability to support an on-line, real- time review of all notice activity by type of notice.

Daily and weekly management reports must be provided that tracks all notices and their responses.

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Summary data for each notice run and detailed information for each notice within the preceding twelve (12) months shall be provided within one (1) working day of PVB's request.

Failure to provide summary data for notice runs and detailed information for each notice within the preceding twelve (12) months within one (1) working day of PVB's request will result in a credit to PVB of \$50.00 per calendar day of delay, unless prior written approval for delay is granted by PVB.

Failure to provide any noticing management report within the deadlines established by the Contract shall result in a credit to the PVB of \$50.00 per calendar day of delay unless prior written approval for delay is granted by PVB.

86.0 Notice of Delinquent Parking Violation

A Notice of Delinquent Parking Violation must include at least the following information:

- a) The procedure for challenging a parking Citation by mail;
- b) The address to which a payment should be mailed;
- c) Instructions on credit card payment options via telephone or internet;
- d) The date that a late penalty will be added and the amount that will be due on that date;
- e) The fact that the Registered Owner assumes all responsibility for making sure that the payment is received before the due date;
- f) The toll free number and hours to call for inquiries; and
- g) Any other information required by law.

87.0 Correspondence

Contractor shall ensure the system's procedures for accountability of correspondence processed by PVB staff. The system shall provide the PVB the ability to generate daily, weekly and monthly reports of all correspondence processed by the PVB staff. The reports shall provide details of all correspondence placed on hold by each City employee, length of time on hold, final disposition, total number of items placed on hold and total dollar value of the items placed on hold.

88.0 Additional Equipment Needs

PVB may request Contractor to procure additional hardware, software or equipment related to the services to be performed pursuant to the Agreement. PVB may request the Contractor to provide estimates and schedules for the purchase or lease of equipment. If PVB chooses to purchase or lease the hardware, software or equipment through the Contractor, PVB will reimburse the Contractor based upon approval of the proposed costs by the Parking Director.

89.0 Ideas for Improvements

Contractor shall present any and all ideas for enhanced revenue generation and collections, improved enforcement, greater efficiencies through Lean Process or other efficiencies and improvements that the Proposer's system currently provides or that the Contractor could develop within six (6) months from the start of the Contract. This discussion should include the perceived benefits to the PVB of the proposed improvements. If any improvement is not currently supported by Contractor's system, this section shall include resources, if any, required for the project and a schedule for implementation.

90.0 System Availability

System availability is defined as the time during the principal hours of operation when the Parking Citation Processing System, including all subsystems, is available to PVB for the intended use. System availability shall be maintained at 98%, Monday through Friday from 8:00 a.m. to 6:00 p.m. MT. The Contractor shall submit objective methods of measurement to enable PVB to monitor the availability level. It is the Contractor's responsibility to measure and report the availability level to PVB on a monthly basis.

The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Proposals.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit shall be made to PVB based on the percentage of difference between the criteria and the actual percentage of availability times the Contractor's Monthly Management Fee basis for the month. Contractor shall submit an objective method of measurement prior to implementation to monitor the 98% system availability clause as defined in Item 90.0 – System Availability". During implementation City and Contractor will mutually agree on a SLA calculation formula.

91.0 Error Correction

Error corrections are defined as software anomalies having a negative impact on the operation or use of the system. The Contractor shall correct, at no cost to PVB, all system malfunctions and errors. The Contractor shall repair or correct any such malfunctions and errors that impact the collection of revenues by PVB within one (1) business day of receipt of notice from the PVB. Any system errors that effect collections of revenues will be categorized as a Severity 1 issue and dealt with immediately. Both parties understand and agree that loss of revenue is difficult to determine. Both parties will agree to a measurable and appropriate penalty.

If the Contractor cannot correct such errors within one (1) business day of receipt of notice from PVB, the Contractor will be held liable to credit the City's invoice for the following month in the amount of two hundred fifty dollars (\$250.00) per calendar day of delay.

92.0 System Discontinuance and Backup

The Contractor shall agree to establish a redundant data network and internet connections to provide a high availability system.

93.0 Performance

PVB will require assurance from the Contractor regarding the operational performance of the PCPS.

Contractor shall define the number of transactions that the system will be able to process per hour by type of transaction. This is known as "throughput". Contractor shall state assumptions regarding peak-hour processing and weekly and expected monthly average volumes. Contractor may segregate throughput parameters according to transaction types.

The system shall measure and report workstation response time to PVB on a monthly basis.

Contractor shall provide a workstation response time according to the table below for all data entry, updates, deletions and indexed queries, between 8:00 a.m. and 6:00 p.m. Monday through Friday MST and within the confines of factors within our control. Response times may be affected by City's internet connections and or City owned hardware.

Table 2.0 represents expectations of "typical" Application Response Times and Percentage of Time Accomplished.

Table 2.0 Query Response Times for Various Tasks and Percentage of Time Accomplished in eTIMS®

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Single Citation Inquiry	2 to 3 seconds	1200	98
Adding Staff Notes	3 to 5 seconds	720	98
Posting Citation Payments	3 to 5 seconds (depends on the number of citations being paid in one transaction).	720	98

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Multiple Citation Inquiry (rental car by plate)	3 to 5 seconds (depends on number of citations attached to plate)	720	98
Standard Report – e.g. annual volume of citations by violation code for 3 years	15 to 25 seconds	144	98
Display related citations by Registered Owner (RO)	2 to 3 seconds	1200	98

As per the RFP requirement, Contractor will evaluate response times during implementation and testing phase. Contractor and City will work together to confirm whether the Service Level Agreements (SLAs) and the appropriate liquidated damages as defined below for failure to meet service level standards is appropriate.

If the Contractor fails to meet the defined response time requirement for more than 2 hours in any one-week calendar period, PVB shall be entitled to a credit against the Contractor's monthly system charges as follows:

- Greater than (>) three minutes but less than (<) 20 minutes = \$25 hour
- 20 minutes but < 60 minutes = \$ 50 per hour;
- > 60 minutes = \$ 150 per hour

System response time SLAs will exclude delays caused by City's network infrastructure and internet connectivity to Conduent's network. Or delays accountable to any Agency DMV during look up.

94.0 PCPS Computer System Environment

PVB expects that the system will operate on a web-based platform with the appropriate redundancy processes to support maximum availability and reliability of systems. The City desires to acquire information systems that reflect an "open system" standard. The City intends to implement systems that will enable PVB to integrate multi-department, multi-vendor environments and minimize proprietary interface requirements. Open systems also enhance the portability and maintainability of installed application systems.

95.0 Network Requirements

Contractor shall provide recommendations to PVB for any equipment or software upgrades, including networking architecture, which are necessary or advised for effective use of the system. PVB shall approve the plan or otherwise reasonably modify it as necessary within one week of receipt. Contractor shall provide hardware recommendations for the minimum network traffic requirement based on implementation of the system in similar cities and the indicated volumes and user count at PVB.

96.0 Application Design

Contractor shall provide the application software design in terms of the processing of data by the users. Furthermore, Contractor shall provide the use of menus and portals, consistency of operations, GUI widgets used, use of code tables & accessibility of them to the users and special features of the system.

97.0 Data Entry Features

Contractor shall provide the general method for processing of data, including screen presentation and GUI widgets used, editing functions and features and method of acknowledging that a data record has been sent successfully.

98.0 Data Searches

Contractor shall provide the methods for retrieving information from the system for high usage searches and on-demand or uncommon searches. Additionally, Contractor shall ensure that the system will enable the workstation used to direct reports or notice letters to a local printer.

99.0 Suspended or Modified Data Records

The eTIMS® system is a robust system of record and as such does not allow for “deletion” of records. This ensures a proper audit trail. A record can be permanently suspended or modified. All actions taken on a citation are recorded with the user id, time and date. The user id, time and date are attached to the citation and cannot be modified or delete. It creates a chronological history within the ticket record. A contractor quality assurance person verifies all permanently suspended tickets. This ensures a check and balance system.

The customizable archive process will identify those citation records that are no longer needed and removes them from the real-time system and stores them on long term media for reference. If needed, the archived data can be accessed for review by City staff. This archiving process keeps the total size of the data base at a reasonable size, while providing the most complete history of a vehicles record.

100.0 Security Authorization

Contractor shall describe the controls of the system that regulate access to specific functions of the system, such as MVD inquiries or deletion of records. If third party tools are used, Contractor shall state whether security authorization can be extended.

101.0 PCPS Support

Contractor shall thoroughly describe the system environment that will be employed to identify and respond to requests for remedial maintenance, reports of system anomalies and reports of user problems and system questions, including tools available to the Contractor's staff, and software to be used. The Contractor's system shall be supported by a staff of experienced, well-trained technicians.

At a minimum, the system must:

- Monitor system for outages,
- Monitor and evaluate performance,
- Distribute daily problem status reports,
- Track to resolution all reported incidents and
- Track and report on system availability.

Problem resolution procedures shall include a comprehensive review process. Management reports highlighting any special problem areas or trends shall be available to PVB. At a minimum, the reports shall include, but are not limited to:

- Problem status by site,
- Responses time statistics,
- Monthly availability statistics and
- Statistics on the time required to make repairs.

The Contractor shall provide a complete system, including all data processing hardware and software, sufficient to support all of PVB's Citation processing and collections operations.

102.0 Application Software Support

PVB requires a flexible system, since experience has shown that the system will need to be continually enhanced and improved. Ongoing technical support that provides analysis, suggested improvement, problem resolution and operations monitoring is essential. On-demand reports, special data requirements, new changes to the application and new sub-system development shall be required during the life of the contract. Proposals shall describe the staff and life cycle methodology that is proposed to support the application software.

103.0 Production Control

Contractor shall ensure that the system and the experience of the key staff members allow for full accountability for every transaction processed. This responsibility includes ensuring:

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- a) That processing is scheduled in the correct sequence
- b) That any batch processing is completed successfully and in the correct order
- c) That transactions and associated penalties processed for the transactions are reconciled and accurately reflected on the Proposal's system
- d) That all production management reports on system transactions are accurate and
- e) That all data are prepared according to PVB specifications

104.0 Storage Capacity

The Contractor shall ensure the storage capacity of the system is sufficient to manage current and archived PVB Citation records. The Contractor is required to determine its own system-storage requirements.

105.0 Disaster Recovery Backup

The Contractor is responsible for ensuring that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Contractor shall ensure that alternative sources and capabilities for equipment, communications and other facilities that could be provided in the case of disaster. In the event that a natural disaster does disrupt the system, the Contractor shall have a detailed City-approved recovery plan in place. The plan shall be tested and ready to be implemented at all key facilities so that services are restored quickly and in accordance with City performance standards.

The Contractor shall have a disaster recovery and backup plan that at a minimum shall address the following:

- a) Procedures for back up of all software and computer programs, files and computerized procedures
- b) Off-site duplication of all software and computer programs and computerized procedures
- c) Repair procedures for all hardware, communications and other equipment to minimize the time required for restoration of service
- d) Alternate processing arrangements in the event of severe damage to facilities
- e) Proposed periodic and comprehensive testing of emergency procedures and
- f) A description of archival and backup storage

106.0 Audits

The Contractor shall fully cooperate with regular audits by City staff. Contractors shall conduct internal audits to review control policies and procedures, both physical and non-physical security, and sample testing to ensure security.

107.0 Security

The Contractor shall provide complete security for the protection of both physical items and data. Security includes the protection of physical items such as files, communication networks, cash, checks, and Citations. Security shall also include guarding non-physical items, such as the confidentiality of data.

108.0 Non-Physical Security

The Contractor's system shall provide non-physical security features and capabilities. Non-physical security issues include, but are not limited to:

- a) Restricted access to the system by time of day and particular workstation
- b) Restricted access based upon proper authorization
- c) Unique user access identification that shall be changed at periodic intervals
- d) Backup records of virtually every update transaction
- e) Transaction histories with date, time and identification of every transaction
- f) Strict control and reconciliation procedures for every system update
- g) Control of dial-up access to the system and
- h) Virus detection and control

No.	Requirement	Compliance
a	Restricted access to the system by time of day and particular workstation	<p>eTIMS® does not support restricting login by time of day at this time. Restricting access by time of day can become an administrative issue; if a user needs to work overtime, the request to modify time-of-day restrictions would need to be submitted in advance for the change to be implemented, and another change would be required when the user goes back to normal working hours.</p> <p>The Windows operating system does support this restriction, which can provide the time-of-day flexibility the City may require to restrict access to eTIMS®.</p>
b	Restricted access based upon proper authorization	Xerox maintains access to our eTIMS® application and subsystems with an emphasis on strict controls for access to individual subsystems and individual rights within each subsystem. Our two-tiered security architecture, TOP SECRET and table maintenance, limits users to only those rights that are defined in both tiers. Two separate Xerox staff members manage the two tiers to prevent the creation of fraudulent user accounts.
c	Unique user access identification that shall be changed at periodic intervals	eTIMS® supports this requirement. Users are required to change their passwords every 60 days. Users must choose a new password; they are not allowed to re-use any password that was used in the last 12 months.
d	Backup records of virtually every update transaction	<p>In our solution, ATOS (Xerox's ITO solution) takes dual interactive backups of the eTIMS® database while the system is online to eliminate service disruptions. This procedure captures changes which are occurring to these active databases so that recovery includes complete database images.</p> <p>Daily incremental backups are taken of every non-database dataset, which has been revised since the last backup (including but not limited to operating software, source code, procedure, copy, and transaction libraries). These incremental backups are taken using DMS/OS for all non-database files. The CA ENDEAVOR library maintenance package and other software tools are used in a similar manner to backup other specialized datasets. All incremental backups are also duplexed with one copy shipped to a secure off-site vault at Iron Mountain within 24 hours of generation.</p> <p>Full volume backups are performed every weekend. These backups are duplexed, with one backup copy delivered to ATOS's secure off-site vault at Iron Mountain within 24 hours and the other remaining in secure storage at the Data Center. "Online" backups are taken of all databases on a daily basis using standard database backup utilities, while the databases are active, thus not impacting availability. These backups are duplexed with one copy and its associated protection logs (PLOGS) that contain database changes transported off-site to a secured vault facility.</p> <p>Dual copies of database images are generated with one retained on-site and the other transported off-site to a secured vault facility for safekeeping. On-site tapes have retention periods of 15 days; the off-site set will have a retention period of 30 days and are cycled to maintain current copies at the vault.</p>
e	Transaction histories with date, time and identification of every transaction	<p>Audit trails are created for all online and batch updates. These records report user IDs and the time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All</p>

		<p>transactions are kept in a separate file for a prescribed period of time for monitoring and review. Transactions may also be tracked online.</p> <p>When data transfers occur, a log tells production control if the transfer has failed so the transfer can be executed again. The log then verifies that the data was sent, received and processed.</p> <p>Journal reports are produced daily showing the detail and summary totals for all online transactions including user ID, date and time. Every transaction is written to a journal report providing comprehensive audit trails through each citation's entire life cycle, from issuance to payment, dismissal, or other resolution. These audit trails remain intact, even after the citation records are archived. Record archiving is conducted in accordance with client instructions and business rules.</p>
f	Strict control and reconciliation procedures for every system update	<p>One of the security features of eTIMS® is generation of audit trails for all online and batch updates. These records report user IDs, date and time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All transactions are kept in a separate file for a prescribed period of time for monitoring and review.</p>
g	Control of dial-up access to the system and	<p>Conduent has developed overlapping, fully auditable, and highly restrictive security procedures for system access that will apply to all Conduent employees, our team members and all City users including access via a dial-up connection.</p>
h	Virus detection and control	<p>Conduent's PC and LAN implementations include full protection from computer viruses. This is accomplished through the use of McAfee VIRUS protection software, a state-of-the-art industry standard software package designed for network and workstation virus protection as part of McAfee's comprehensive back-up software. McAfee automatically scans files as they are introduced or extracted from the file server or the Xerox e-mail system. If this scan detects a virus, the file is blocked from entering the server and an alert is sent to the user workstation and the file server console. McAfee does not permit the virus to enter the server's file system. Secondly, a separate software component runs on each workstation and scans all incoming and outgoing files for viruses. Any viruses detected at the workstation level are presented to the user with the option to automatically fix or delete the file.</p>

109.0 System Control and Security

Based on an individual's role, the Contractor's system shall provide functional security by restricting certain functions (such as permitting access to inquiry only) and allowing data update capability on an as-needed basis. Contractor's system's security features shall be designed to maintain the security of all information contained in the Citations database and maintain the confidentiality of information.

110.0 City and Project Staffing

The City will have a dedicated Project Manager through implementation. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Contractor.

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111.0 Staffing and Management

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within PVB and City of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

The Contractor shall provide continuous preventative maintenance throughout the Term of this agreement, including site visits to the City of Santa Fe at contractor's discretion and expense as and when deemed necessary by the Contractor. These maintenance site visits will be in addition to the annual visits agreed to in this agreement. In addition, the contractor is required to monitor the PARCS every day to ensure that the PARCS is fully functional at the minimum requirement of 98%.

Contractors shall present a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s) who will be responsible for:

- a) The oversight of all contract services and deliverables, and communication and negotiation with senior PVB officials for program evaluation and Feedback
- b) The oversight of system outputs, including statistical analysis and report monitoring
- c) The oversight of all PCPS financial transactions and reconciliation in relation to operations, including reconciliation of daily deposits, audit of cashier settlements, scheduling, correspondence processing, reject processing and financial adjustments
- d) The oversight of the processing of high volume of payments received by mail, including the opening and preparation of documents and the preparation of deposits to the financial institution (on an as required basis)
- e) The accurate processing of the data captured on Citations, name and address changes, returned mail processing, the application of name and address data, enforcement officer field reports and any other transaction processing required, and
- f) Systems management, supervision of communications technicians and compute support specialties to meet PVB availability standards.

Contractor shall ensure system availability through technical service support, and be able to provide this support and the facilities and other requirements needed on site. Contractor shall also ensure that staffing is sufficient to provide Customer service to meet requested standards and support.

112.0 Number of Users

The following user counts by module contained in Table 03 are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

Table 03: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	Electronic Citation Issuance and Reporting System (ECIRS)	15	15
2	Enforcement Management System (EMS)	12	
3	Parking Citation Processing System (PCPS)	15	
4	Special Collections System (SPS)	4	

It is anticipated that some users will use multiple modules causing overlap in each functional area.

113.0 Current City Applications Environment

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

- **JD Edwards EnterpriseOne:** The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

114.0 Planned and In-Progress Projects

The City currently has several in progress or planned enterprise-wide technology projects that may potentially impact system and technical standards during the implementation of a new Community Development System.

- **Enterprise Resource Planning (ERP) System Implementation:** The City is in the process of evaluating proposals for an ERP system.
- **Utility Billing System Implementation:** The Public Utilities Department is in the process of implementing a modern utility billing system that could potentially interface with a future Community Development System.
- **End User/Help Desk Support:** The City is currently conducting process reviews to improve help desk support including setting up designated staff to receive help desk requests and triage work orders.
- **Data Center Migration:** The City is in the process of moving the primary data center to an outsourced facility away from the City's primary buildings.
- **311 System Research:** The City is in the process of looking into a more robust 311 system. Currently the City's website provides some basic 311 functionality, however it is not adequate for the City's needs.
- **iSeries Upgrade:** The City is looking into upgrading the iSeries servers (AS/400 servers) as the hardware support will expire in December 2016. Staff reported that not all applications will be off the servers by then, and that the City may need to lease or buy a platform.
- **GIS IMS System Upgrade:** The City is currently in the process of upgrading the internal and public facing GIS Internet Mapping System (IMS).
- **OpenGov:** The City is currently implementing a financial data portal using the OpenGov solution. Five (5) years of financial data will be available to the public on this portal.

115.0 Implementation Project Plan

As part of the Project Scope, the Contractor(s) must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

Section #1 - Project Objectives: This section of the Implementation Project Plan should include overall Project objectives. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #2 - Project Deliverables and Milestones: This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #3 - Project Schedule (Project Management Software): This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 of the Project Plan. In addition, this section should reflect Project predecessors, successors and dependencies.

The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

The Contractor shall be responsible for installing and implementing the ECIRS as a complete system to the performance standards and specifications of the Agreement, regardless of manufacturing sources of hardware and software.

The plan must describe the equipment installation requirements for each location, the installation schedule, Contractor's need for participation or assistance from PVB or installation and the extent to which Contractor would need to use PVB facilities. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

Section #4 - Project Management Processes:

- a) **Resource Management:** This section of the Implementation Project Plan should describe City resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party. Proposer's submittal in their response to RFP (page 234) is accepted.
- b) **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed enterprise software system(s) "as is" and, as such, any changes must be reviewed and approved by the City's Implementation Project Team. Proposer's submittal in their response to RFP (page 234) is accepted.
- c) **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the City. Proposer's submittal in their response to RFP (page 234) is accepted.
- d) **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Team. Proposer's submittal in their response to RFP (page 234) is accepted.
- e) **Quality Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City. Proposer's submittal in their response to RFP (page 234) is accepted.
- f) **Communication Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Vendor will use; frequency of these communications; and key Vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The City also expects that the Contractor will make key personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the CD system. Proposer's submittal in their response to RFP (page 234) is accepted.

- g) **Business Process Change Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to provide a plan which should include a list of the business processes the Contractor recommends changing and a detailed description and flowchart outlining the changes, the anticipated benefits to the City of these changes, and how the Contractor proposes to manage this change process. Proposer's submittal in their response to RFP (page 234) is accepted.
- h) **Organizational Change Management:** This section of the Implementation Project Plan should describe the process, tools and techniques the Contractor will use to manage the people- side of change. Proposer's submittal in their response to RFP is accepted.

Section #5 - Data Conversion Approach: As part of the Implementation Project Plan, the Contractor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the Contractor will approach developing the data conversion plan, and what processes will be undertaken by the Contractor's Project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or Contractor) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Contractor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the Contractor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Contractor should plan to have converted data ready for the User Acceptance Testing phase of the Project. Proposals shall describe all procedures planned for the conversion testing, including the assistance and participation expected of City staff. The Contractor shall bear all costs of conversion, including all MVD coding and related costs in the transition.

See the Data Conversion tab in Exhibit C, Functional and Technical Requirements.

Proposer's submittal in their response to RFP (Section 10) is accepted.

Section #6 – Training: As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. It is the City's intention that the Contractor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables. Documentation, including training manuals and agendas, will be provided by the Contractor before each training session with City staff.

This Training Plan must include the information described below:

- a) The role and responsibility of the software and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users)
- b) The role and responsibility of the City staff in the design and implementation of the training plan
- c) Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel
- d) Proposed training schedule for City personnel of various user and interaction levels
- e) Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the proposal and what training materials will be provided
- f) The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare City staff to maintain the system after it is placed into production
- g) Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick

Reference" guides, online support, help desk support, user group community resources, and others as available

- h) Within fifteen (15) days after the Contract Approval Date, the Contractor shall submit a completely documented Training Plan that shall describe the following:
- 1) A detailed, comprehensive and complete initial and ongoing training program for operation and management of the ECIRS for all management, technical and operational personnel designated by PVB
 - 2) A schedule for installation, initial training and implementation with provisions for smooth and minimally disruptive implementation of the ECIRS
 - 3) Complete integration of the ECIRS into the Enforcement Unit operations and
 - 4) administration through complex implementation and post implementation training; and,
 - 5) Implementation and post-implementation support for ECIRS operations.

Contractor acknowledges the liquidated damages timeframe in reference to the training deliverables: deliverable date of the Training Plan will align with the appropriate date in the final implementation plan. The requirement "to provide quarterly notice of Training Plan reviews to PVB will be evaluated after implementation and a determination of the need and frequency of the training will be determined.

Failure to submit a completely documented Training Plan within 30 days of the Contract Approval Date of the contract shall result in a credit to PVB of \$50.00 per 24-hour period of delay.

Failure to provide quarterly notice of Training Plan reviews to PVB within 30 days after each quarter will result in a credit to PVB of \$75.00 per occurrence.

Proposer's submittal in their response to RFP (Section 13) is accepted.

Section #7 - Bi-Weekly Status Reports: The Contractor shall prepare and submit a project status update report electronically to the City one (1) day before the weekly status call with the City. Sample project status update report is included in Proposer's submittal in their response to RFP (pages 237-238).

116.0 System Interface Plan

As part of the Project Scope, the Contractor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Exhibit C, Functional and Technical Requirements/Capabilities. Proposer's submittal in their response to RFP (pages 239-240) is accepted.

117.0 Software Customization Plan

As part of the Project Scope, the Contractor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall Project schedule, budget, and final success. This Software Customization Plan should describe the process that the City and the Contractor will engage in for accepting the software modifications. While it is the City's intent to utilize the Contractor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization. Proposer's submittal in their response to RFP (pages 242-243) is accepted.

118.0 Testing and Quality Assurance Plan

As part of the Project Scope, the Contractor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the Contractor will also provide assistance during each testing phase involving City users. The Contractor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Contractor will also provide a plan for stress testing of the system that will occur during or after UAT. Testing of all integrated systems shall be conducted for verification of capability, according to standards required by the PVB. All PVB divisions shall actively participate in the testing and shall verify the accuracy and reliability of the PCPS based on test results. The go-live schedule shall be subject to the final approval of PVB following sufficient parallel testing and acceptance of the new system. The Contractor's implementation plan

shall allow time for parallel testing of the new system. Proposer's submittal in their response to RFP (pages 244-247) is accepted.

119.0 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the Contractor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after the implementation.

The following support and issue resolution information contained in Table 03 are suggestions and are provided for planning purposes only. The table contains information on the support issue resolution standards that the City wishes the Contractor to provide following implementation.

Table 03: Support and Issue Resolution Standards

No.	Support and Issue Resolution Standards
1	The vendor, at a minimum has the ability to adhere to the following standards for issue resolution: <ul style="list-style-type: none">• Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time.• Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time.• Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.
2	Outage times should be based on a 24x7 basis instead of working hours.
3	Severity levels for support will be defined by the City.
4	The vendor will provide support during standard City business hours.
5	The vendor will provide web-based support, with a searchable database of common problems, to assist end users in researching error messages.
6	The vendor will adhere to the City's security policies, including but not limited to, vendors requesting access to the application and/or network prior to troubleshooting.
7	The vendor will proactively notify the City System Administrator regarding which releases of third-party software (e.g., JAVA virtual machine, Internet Explorer, Mozilla, Safari, etc.) are known to create problems with the current version of the vendor software.

Proposer's submittal in their response to RFP (pages 248-250) is accepted.

120.0 System Documentation

As part of the Project Scope, the Contractor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module. All Contractor Intellectual Property and any copies or derivative works thereof made by City will be at Contractors discretion either 1) returned to Contractor or 2) Certified as destroyed by City at the end of the Agreement.

The Contractor shall be able to provide up-to-date, detailed documentation relating to all operational aspects of using the system. In addition, the Contractor shall provide any documents required in the system. This shall include, but is not limited to:

- a) Detailed user manuals explaining each component of the Proposal's system
- b) Functional manuals, tailored to each processing unit, to explain the Proposal's system as it relates to the job responsibilities of the particular user and

- c) Forms and the various documents that shall be completed by the public to conduct routine matters involving the processing and adjudication of Citations. These forms are presently kept at the Citation and Hearing Divisions and include, but are not limited to:
- d) Flyers with instructions on how to contest Citations
- e) Untimely Requests for an Administrative Review Hearing Form and
- f) Declarations of Non-Ownership

Proposer's submittal in their response to RFP (pages 250-251) is accepted

121.0 Risk Register

As part of the Project Scope, the Contractor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion. Proposer's submittal in their response to RFP (page 252 and Section 4.4.8) is accepted.