

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): City Treasurer	DATE: 5/6/2014
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SUBJECT: Cooperative Procurement Contract through the City of Sacramento with IPS for the Purchase of New Single-Space 'Smart' Parking Meters

PRIMARY CONTACT (NAME, PHONE): DeeDee Alari, 619-533-3888 / 606C	SECONDARY CONTACT (NAME, PHONE): Jonathan Carey, 619-533-3610 / 606C
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	200488	200489	200490	200491	
FUNCTIONAL AREA					
COST CENTER	9913000011	9913000011	9913000011	9913000011	
GENERAL LEDGER ACCT	512059	512059	512059	512059	
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$2,415,530.00	\$1,000,000.00	\$382,509.00	\$59,950.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): The total not-to-exceed amount for this five (5) year agreement with IPS is \$8,171,007. This amount is made up of both one-time costs totalling \$3,857,989 that will be funded by the Community Parking District (CPD) and City CPD Administration funds in Fiscal Year 2015 and on-going costs totalling \$4,313,018 that will be covered by meter revenue throughout the five-year period. These costs are detailed on the attached Report to the City Council.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Granewich, Gail	05/07/2014
Financial Management	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
Comptroller	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

Authorize the Mayor or his designee to enter into a cooperative procurement contract through the City of Sacramento with IPS Group, Inc. (IPS) to purchase up to 5,000, new, single-space 'smart' parking meters and

related services for a term through November 12, 2018, with up to an additional five optional one-year extensions.	
STAFF RECOMMENDATIONS: Approve Request Actions	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	
ENVIRONMENTAL IMPACT:	This activity is not a project as defined by the CEQA Section 21065 and Guidelines Sections 15378(b)(2) and (b)(5), as it is an organizational, maintenance or administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required.
CITY CLERK INSTRUCTIONS:	

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 5/6/2014

ORIGINATING DEPARTMENT: City Treasurer

SUBJECT: Cooperative Procurement Contract through the City of Sacramento with IPS for the Purchase of New Single-Space 'Smart' Parking Meters

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: DeeDee Alari/619-533-3888 / 606C

DESCRIPTIVE SUMMARY OF ITEM:

This action is to enter into a cooperative procurement contract through the City of Sacramento with IPS for the purchase of new single-space 'smart' parking meters and associated ongoing operational and maintenance expenses. The five (5) year agreement has a not-to-exceed amount of \$8,171,007.

STAFF RECOMMENDATION:

Approve Request Actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego (City) manages approximately 5,700 on-street metered parking spaces. The City currently has 132 multi-space pay stations servicing approximately 1,000 metered parking spaces. The remaining metered spaces are single head parking meters which are over 10 years old. These meters accept coin and City of San Diego pre-loaded parking cards only and have reached the end of their useful life.

The Office of the City Treasurer is responsible for parking meter coin collection and meter installation, repair, maintenance, monitoring and enforcing appropriate use of parking spaces. The San Diego Police Department provides the primary means of enforcement and the Planning, Neighborhoods and & Economic Development (PN&ED) Department staff administer the Community Parking District (CPD) program and act as the City's liaison with the CPD Advisory Boards.

Parking meter rates, length of stay limits and hours of operation may vary within specified ranges pursuant to the City's Municipal Code and are adjusted within those ranges to encourage turnover and optimize utilization. Adjustments are recommended by the affected CPD Advisory Board, reviewed by Economic Development in consultation with other City departments and implemented by the Office of the City Treasurer, Parking Meter Operations Program.

The City recently conducted a competitive solicitation for Smart Parking Meter technology ("2013 Solicitation"). The 2013 Solicitation had three (3) separate sections: single space 'smart' meters, multi-space 'smart' meters and real-time parking data. The objective of the 2013 Solicitation was to provide the City with the widest array of options to upgrade its parking meters and to enhance the customer's parking experience with increased payment options and real-time information on parking availability, all at the best value for the City and its CPDs. Vendors were invited to bid on one or more of the three (3) sections. The City's Technical

Evaluation Team (TEC), in cooperation with advisors from both the downtown and uptown CPDs, evaluated each section's proposals independently. The TEC and its advisors unanimously recommended award to IPS for all three (3) sections of the 2013 Solicitation.

For a variety of reasons and as permitted under the Municipal Code, the City cancelled the 2013 Solicitation. Given that City staff and community advisors spent numerous hours on the 2013 Solicitation, and considering the time and cost of issuing a new RFP, the option to enter into a Cooperative Procurement Agreement was explored. Cooperative Procurement Agreements are commonly used by government entities as an efficient and effective means of procurement. The Purchasing & Contracting Department conducted a thorough review of the strategic sourcing portals and selected contracts relating to smart parking meters for the Office of the City Treasurer to review. Due diligence conducted by staff from both the Purchasing & Contracting Department and the Office of the City Treasurer has concluded that the Sacramento Agreement most closely meets the objectives of the City's 2013 Solicitation. This finding was certified by the Purchasing & Contracting Director on February 28, 2014.

It is important to note that the Office of the City Treasurer, in cooperation with Economic Development, SDPD and our CPDs will continue to pursue procurement solutions this year for multi-space 'smart' parking meters and real-time parking data in order to address the remaining sections of the 2013 Solicitation.

Approval of the Cooperative Procurement Agreement with the City of Sacramento will save the City considerable time and resources and allow the City to begin deploying single-space 'smart' parking meters as quickly as possible to realize the efficiencies and savings associated with them. This Cooperative Procurement Agreement will fulfill the largest section of our 2013 Solicitation, procurement of single space 'smart' parking meters, at the best value for the City.

In addition to cost savings it is estimated the City could potentially realize increased revenue from the installation of these smart meters. The City currently has 50 'smart' single-space meters in use in Hillcrest under a pilot agreement with IPS since 2009. Staff previously reported on the initial pilot and the average return at that time was over eight (8%) percent. During this five-year period, City staff have found IPS' product quality to be exceptional and their service reliable.

FISCAL CONSIDERATIONS:

The total not-to-exceed amount for this five (5) year agreement with IPS is \$8,171,007 and is made up of both one-time costs and on-going costs. Funding is available and budgeted for these one-time costs in the Community Parking District (CPD) and City CPD Administration funds. These one-time costs will be split between the City (55%) and the CPD (45%), prorated by the number of meters in each district. The CPD Advisory Boards have budgeted funds for meter replacement in the FY2014 and FY2015 Plans.

The annual on-going costs will be covered by meter revenue. All program expenses are deducted from meter revenue annually before the 55/45 revenue split per Council Policy 100-18.

In addition to on-going costs paid to IPS, the City will incur its customary banking and credit card fees for each credit card transaction. These fees will be payable to Bank of America and are estimated to be \$302,790 annually. These on-going costs will also be covered by meter revenue. Therefore, entering into this contract will have no fiscal impact to the City's General Fund.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

None.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

As stated above, during the 2013 Solicitation, the City invited members from both the downtown and uptown CPDs to serve as advisors to the TEC. This collaboration will continue during implementation of this Cooperative Procurement Agreement. The Office of the City Treasurer will work closely with Economic Development to ensure installation of new single space 'smart' parking meters is done in consultation with the affected CPDs. In addition, as the City continues to pursue procurement options for multi-space 'smart' parking meters and real-time parking data, input from the CPDs will be critical to ensure a cohesive and comprehensive solution.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders are CPDs with metered parking Citywide, residents, business owners and visitors using City parking meters. These meters will provide more convenient payment options, user friendly interface, increased efficiency for City staff and support of a local vendor that has been providing quality service to the City of San Diego since 2009.

Granewich, Gail
Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: May 13, 2014 REPORT NO: 14-046
ATTENTION: Budget and Government Efficiency Committee
SUBJECT: Cooperative Procurement Contract through the City of Sacramento with
IPS for the Purchase of New Single-Space 'Smart' Parking Meters

REQUESTED ACTION

City Council approval to enter into a cooperative procurement contract through the City of Sacramento with IPS Group, Inc. (IPS) to purchase up to 5,000, new, single-space 'smart' parking meters and related services for a term through November 12, 2018, with up to an additional five optional one-year extensions.

STAFF RECOMMENDATION

The Office of the City Treasurer recommends that the San Diego City Council enter into a cooperative procurement contract through the City of Sacramento with IPS for the purchase of new single-space 'smart' parking meters with the specifications outlined in the City of Sacramento's Request for Proposal (RFP) No. P13151171027, which resulted in Agreement No. C2013-1069 between the City of Sacramento and IPS and a subsequent Amendment No. C2013-1069-01 to the Agreement (hereinafter collectively referred to as the "Sacramento Agreement"). Given that the extensions will extend the duration of the contract beyond five years, the City may exercise its discretion to extend the cooperative procurement contract only with the two-thirds approval of the City Council in accordance with City Charter section 99. If and when the City decides to exercise its option to renew, the Office of the City Treasurer intends to bring forward a separate action to City Council to obtain the requisite Charter section 99 approval.

SUMMARY

The City of San Diego (City) manages approximately 5,700 on-street metered parking spaces. The City currently has 132 multi-space pay stations servicing approximately 1,000 metered parking spaces. The remaining metered spaces are single head parking meters which are over 10 years old. These meters accept coin and City of San Diego pre-loaded parking cards only and have reached the end of their useful life.

The Office of the City Treasurer is responsible for parking meter coin collection and meter installation, repair, maintenance, monitoring and enforcing appropriate use of parking spaces.

The San Diego Police Department provides the primary means of enforcement and the Planning, Neighborhoods and & Economic Development (PN&ED) Department staff administer the Community Parking District (CPD) program and act as the City's liaison with the CPD Advisory Boards.

Parking meter rates, length of stay limits and hours of operation may vary within specified ranges pursuant to the City's Municipal Code and are adjusted within those ranges to encourage turnover and optimize utilization. Adjustments are recommended by the affected CPD Advisory Board, reviewed by Economic Development in consultation with other City departments and implemented by the Office of the City Treasurer, Parking Meter Operations Program.

The City recently conducted a competitive solicitation for Smart Parking Meter technology ("2013 Solicitation"). The 2013 Solicitation had three (3) separate sections: single space 'smart' meters, multi-space 'smart' meters and real-time parking data. The objective of the 2013 Solicitation was to provide the City with the widest array of options to upgrade its parking meters and to enhance the customer's parking experience with increased payment options and real-time information on parking availability, all at the best value for the City and its CPDs. Vendors were invited to bid on one or more of the three (3) sections. The City's Technical Evaluation Team (TEC), in cooperation with advisors from both the downtown and uptown CPDs, evaluated each section's proposals independently. The TEC and its advisors unanimously recommended award to IPS for all three (3) sections of the 2013 Solicitation.

For a variety of reasons and as permitted under the Municipal Code, the City cancelled the 2013 Solicitation. Given that City staff and community advisors spent numerous hours on the 2013 Solicitation, and considering the time and cost of issuing a new RFP, the option to enter into a Cooperative Procurement Agreement was explored. Cooperative Procurement Agreements are commonly used by government entities as an efficient and effective means of procurement. The Purchasing & Contracting Department conducted a thorough review of the strategic sourcing portals and selected contracts relating to smart parking meters for the Office of the City Treasurer to review. Due diligence conducted by staff from both the Purchasing & Contracting Department and the Office of the City Treasurer has concluded that the Sacramento Agreement most closely meets the objectives of the City's 2013 Solicitation. This finding was certified by the Purchasing & Contracting Director on February 28, 2014.

It is important to note that the Office of the City Treasurer, in cooperation with Economic Development, SDPD and our CPDs will continue to pursue procurement solutions this year for multi-space 'smart' parking meters and real-time parking data in order to address the remaining sections of the 2013 Solicitation.

Approval of the Cooperative Procurement Agreement with the City of Sacramento will save the City considerable time and resources and allow the City to begin deploying single-space 'smart' parking meters as quickly as possible to realize the efficiencies and savings associated with them. This Cooperative Procurement Agreement will fulfill the largest section of our 2013 Solicitation, procurement of single space 'smart' parking meters, at the best value for the City. City staff compared the pricing offered by IPS and the other 2013 Solicitation vendors to the pricing offered by IPS in the Sacramento Agreement. IPS pricing in the Sacramento Agreement

is over six (6%) percent lower than what IPS offered the City of San Diego. As a result, the City will realize a net savings of approximately \$30 per single-space 'smart' parking meter as compared to the pricing initially offered by IPS to the City as part of the 2013 Solicitation. This is an overall contract savings of \$150,000 for the procurement of 5,000 single-space 'smart' parking meters compared to the pricing offered in the 2013 Solicitation.

In addition to these cost savings it is estimated the City could potentially realize increased revenue from the installation of these smart meters. The City currently has 50 'smart' single-space meters in use in Hillcrest under a pilot agreement with IPS since 2009. Staff previously reported on the initial pilot and the average return at that time was over eight (8%) percent. During this five-year period, City staff have found IPS' product quality to be exceptional and their service reliable.

Cooperative procurement of single-space 'smart' parking meters with the City of Sacramento will provide the City of San Diego and its customers with the following benefits:

- Multiple payment options, including the use of credit cards and future mobile payment possibilities
- User friendly interface
- Speedy installation due to compatibility with existing City of San Diego meter housing hardware
- Increased efficiency in coin collection – real-time data allows meter staff to design more efficient collection routes based on the amount of coin in each meter
- Ability to obtain real-time revenue statistics for each meter
- Immediate notification of potential repair/maintenance issues, thus minimizing meter downtime
- IPS is a proven local vendor that has serviced the City's meter needs since 2009

FISCAL CONSIDERATIONS

The total not-to-exceed amount for this five (5) year agreement with IPS is \$8,171,007 and is made up of both one-time costs and on-going costs. The one-time cost to purchase and install 5,000 single space 'smart' parking meters is as follows:

One-Time Costs

M5 Single Space 'Smart' Parking Meter	\$2,295,000
Installation and Project Management	53,500
Meter Housings, NFC Readers & Misc.	1,487,700
Collection Canisters	21,789
Total One-Time Costs	\$3,857,989

Funding is available and budgeted for these one-time costs in the Community Parking District (CPD) and City CPD Administration funds. These one-time costs will be split between the City (55%) and the CPD (45%), prorated by the number of meters in each district. The CPD Advisory Boards have budgeted funds for meter replacement in the FY2014 and FY2015 Plans.

The annual on-going costs will be covered by meter revenue. All program expenses are deducted from meter revenue annually before the 55/45 revenue split per Council Policy 100-18. The periodic costs for 5,000 new single space 'smart' parking meters are estimated as follows:

On-Going Costs

On-Going Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Extended Warranty	\$0	\$350,000	\$350,000	\$350,000	\$350,000	\$1,400,000
Communication Fees	207,000	207,000	207,000	207,000	207,000	1,035,000
Back Office Fees	273,000	273,000	273,000	273,000	273,000	1,365,000
Gateway Fees	90,000	90,000	90,000	90,000	90,000	450,000
Spare Parts	21,006	0	21,006	0	21,006	63,018
Total On-Going Costs	\$591,006	\$920,000	\$941,006	\$920,000	\$941,006	\$4,313,018

In addition to on-going costs paid to IPS, the City will incur its customary banking and credit card fees for each credit card transaction. These fees will be payable to Bank of America and are estimated to be \$302,790 annually. These on-going costs will also be covered by meter revenue. Therefore, entering into this contract will have no fiscal impact to the City's General Fund.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

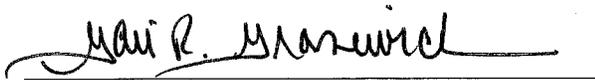
None.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS

As stated above, during the 2013 Solicitation, the City invited members from both the downtown and uptown CPDs to serve as advisors to the TEC. This collaboration will continue during implementation of this Cooperative Procurement Agreement. The Office of the City Treasurer will work closely with Economic Development to ensure installation of new single space 'smart' parking meters is done in consultation with the affected CPDs. In addition, as the City continues to pursue procurement options for multi-space 'smart' parking meters and real-time parking data, input from the CPDs will be critical to ensure a cohesive and comprehensive solution.

KEY STAKEHOLDERS AND PROJECTED IMPACTS

Key stakeholders are all CPDs with metered parking Citywide, residents, business owners and visitors using City parking meters. These meters will provide more convenient payment options, user friendly interface, increased efficiency for City staff and support of a local vendor that has been providing quality parking meter service to the City of San Diego since 2009.



Gail R. Granewich
City Treasurer



Mary Lewis
Chief Financial Officer

- Attachments(s):
1. Cooperative Procurement Agreement
 2. Sacramento RFP No. P13151171027
 3. Purchasing & Contracting Certification Letter dated February 28, 2014

**COOPERATIVE PROCUREMENT AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
IPS GROUP, INC.
FOR THE PROVISION OF SINGLE SPACE SMART PARKING METERS
AND RELATED SERVICES**

RECITALS

- A. San Diego Municipal Code (“SDMC”) section 22.3208 authorizes the City of San Diego (“City”) to use a cooperative procurement awarded by another agency where the City’s Purchasing Agent certifies in writing that the cooperative procurement contract is in the City’s best interests, to the City’s economic advantage, and the agency’s bidding process substantially complies with the City’s competitive bidding requirements.
- B. The City of Sacramento issued a request for proposals for single-space smart parking meters and related services by posting the solicitation on the City of Sacramento’s website and by advertising in its official newspaper, the Daily Recorder, at least ten days before proposals were due.
- C. On November 12, 2013, based on the results of the competitive process, the City of Sacramento awarded a contract with IPS Group, Inc. (“IPS”) and executed the Nonprofessional Services Agreement with IPS, identified as Agreement No. C2013-1069, which was subsequently amended pursuant to Contract Supplement No. C2013-1069-01 dated January 31, 2014, (cumulatively referred to as “Sacramento Agreement”) attached as Exhibit 1; and
- D. On February 28, 2014, the City’s Purchasing Agent certified in writing that the Sacramento Agreement meets the requirements set forth in SDMC section 22.3208.
- E. IPS has agreed to provide to the City the same pricing offered to the City of Sacramento for single-space smart parking meters and related services consistent with the terms and conditions in the Sacramento Agreement except as modified herein.

GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and IPS hereby agree to the terms and conditions as set forth in the

Sacramento Agreement attached as Exhibit 1 with the exception of the following modifications which reflect local terms and conditions:

1. This Agreement shall fully incorporate the Recitals which the parties agree are true and correct.
2. This Agreement is effective on the last date that this Agreement is signed by the City and IPS and approved by the City Attorney through November 12, 2018, with up to an additional five optional one-year extensions, which may be exercised at the City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. The City, through the Mayor or his designee, may exercise the option by written notice to IPS sent thirty (30) days prior to the expiration of the current term. The option to renew may not be declined by IPS. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter section 99.
3. Early termination of the Sacramento Agreement by the City of Sacramento or IPS, or failure by the City of Sacramento to exercise an option to extend the Sacramento Agreement, shall not in any way affect the existence of this Agreement.
4. Amendments to the Sacramento Agreement are described in Exhibit 2, which is attached hereto and incorporated herein by reference.
5. This Agreement shall be subject to all applicable laws and regulations of the City. All policies, laws, and regulations enacted by the City of Sacramento and all documents applying such policies, laws, and regulations referenced in the Sacramento Agreement shall not apply to this Agreement.
6. To the extent that any of the foregoing provisions conflicts with any provisions in the Sacramento Agreement as incorporated by this Agreement, the foregoing provisions in this Agreement shall take precedent and control.
7. The foregoing modifications shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Sacramento Agreement shall be in full force and effect as to the City and IPS as incorporated in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

IPS GROUP, INC.

THE CITY OF SAN DIEGO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality this _____
day of _____, 2014.

JANY GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

DRAFT

EXHIBIT 1

PROJECT #:15001531
PROJECT NAME: Parking Meter Procurement
DEPARTMENT: Public Works
DIVISION: Parking Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of November 12, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

IPS Group, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121
Phone: 858.404.0607
Fax: 858.408.3352

("CONTRACTOR"), who agree as follows:

- Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

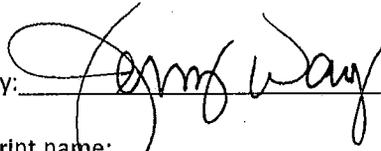
Request for Proposals	Workers' Compensation Certificate
Certificate(s) of Insurance	Contractor's Bid Proposal Form
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	
- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

2013-1069

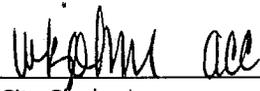
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

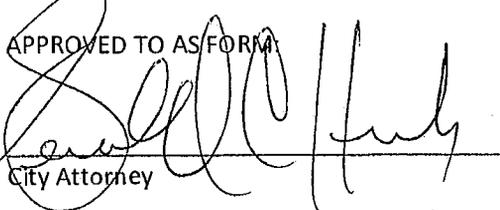
CITY OF SACRAMENTO
A Municipal Corporation

By: 
 Print name: _____
 Title: _____
 For: John F. Shirey, City Manager

ATTEST:

 acc 11/9/2013
 City Clerk

APPROVED TO AS FORM


 City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

IPS Group Inc

NAME OF FIRM

23-3028164

Federal I.D. No.

C2642633

State I.D. No.

1015053

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

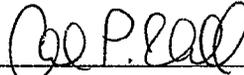
Individual/Sole Proprietor

Partnership

Corporation (*may require 2 signatures*)

Limited Liability Company

Other (*please specify:* _____)



Signature of Authorized Person

Chad P Randall, Corp. Secretary & COO

Print Name and Title

Not required

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: IPS Group, Inc.

Address: 5601 Oberlin Drive, Suite 100, San Diego, CA 92121

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

C.P. Randall
Signature of Authorized Representative

Date: 10/15/2013

Print name: Chad P Randall

Title: Chief Operating Officer

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: IPS Group, Inc.

Address: 5601 Oberlin Drive, Suite 100, San Diego, CA 92121

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Chad P. Randall
Signature of Authorized Representative

10/15/2013
Date

Chad P Randall
Print Name

Corp Sec & COO
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Mike King, Parking Technology & Infrastructure Manager
City of Sacramento
300 Richards Blvd, Parking Services, Second Floor
Sacramento, CA 95811
Phone: 916-808-1172
Fax: 916-808-5115
E-mail: mking@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Chad P. Randall, Chief Operating Officer
IPS Group, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 9212
Phone: 858-404-0607
Fax: 858-408-3352
E-mail: chad.randall@ipsgroupinc.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

Attachment 1 to Exhibit A

*Statement of Work
for*

Single-Space Parking Meters and Related Services

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I. SCOPE OF SERVICES

CONTRACTOR shall, for a period of five years commencing on the effective date of this agreement, with optional one-year extensions (up to five):

- Deliver, initially, approximately 6,000 single-space electronic “smart” parking meters, on a schedule mutually agreed between CONTRACTOR and CITY
- Install and perform field testing on the new parking meters, on a schedule to be negotiated between CONTRACTOR and CITY
- Maintain and support a Meter Management System (MMS) that directs the parking meters’ behavior and provides activity and financial reports
- Maintain and support a network for two-way communications between the parking meters and the MMS
- Maintain all required certifications and compliance throughout the term of the agreement
- Develop and deploy data interchange systems between CONTRACTOR’s Meter Management System and specific IT systems designated by CITY, including IT systems operated by third parties to support CITY functions
- Provide sufficient training for all CITY employees and contractors who provide the following services for meters: installation, maintenance/repair, staff and end-customer support, enforcement, accounting/reconciliation/financial reporting, administration, and collections
- Provide customer support as required by CITY personnel
- Provide warranty service for meters for a term negotiated between CONTRACTOR and CITY
- Deliver spare parts in a timely manner
- Assist the CITY in recovering any residual value in obsolete meter mechanisms
- Provide consulting for parking management, analysis; data extraction, report preparation, and decal design, as requested by CITY
- Optionally, implement a collections solution
- Optionally, deliver approximately 6,000 electronic locks, with keys and management solution, on a schedule to be negotiated between CONTRACTOR and CITY
- Optionally, implement a mobile payment solution
- Optionally, implement an on-street validation solution
- Optionally, implement an end-customer website for credit card receipts
- Optionally, provide upgrades to existing CITY pay-stations or other parking needs on an as-requested basis.
- Deliver additional meters, on a schedule to be negotiated between Contractor and CITY, at the same price as the initial 6,000 meters

Technical Specifications
Single-Space Parking Meters and
Management System

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TERMS AND ABBREVIATIONS

The following definitions apply to the Specifications:

Term or Acronym	Definition
Active	Refers to the state when a payment is in progress.
ADA	Americans with Disabilities Act, as amended.
Backend Settings	Set of variables that affect meter Behavior and exist in CONTRACTOR's system but are not included in the Operating Schedule or the Price Schedule and are not stored in the Parking Services Management System. They control meter Behavior, such as minimum credit card charge, grace period, backlight and LED settings.
Behavior	Variables that govern meter performance; e.g., start/end times, time limits, rates.
Configuration	Set of Behaviors that make up the meter Behavior for a standard week period.
Customer	Person who uses a meter on the street for the purpose of paying for parking.
Descriptive Variables	Variables that describe attributes of metered spaces and do not affect meter Behavior; e.g., area, street, latitude, longitude.
Effective Date	The date of certification of the contract, as evidenced by a notice to proceed issued from CITY to CONTRACTOR.
General Metered Parking or GMP	Refers to locations where parking meters are in effect for parking for all types of vehicles.
Hotlist	A listing of credit card and/or smart card numbers that are not valid forms of payment as a result of fraud, theft or other misuse.
Idle	Refers to the state when no payment is in progress. Screen displays static information messages until a payment is started, at which time the meter switches to Active.
Meter Mechanism	The digital and mechanical components of the meter device.
Meter Operation, Operating Hours, Enforcement Hours	Days and times when payment is required for use of parking spaces.
Metered Space	A distinct parking space managed by a parking meter.
Meter Shop	Parking Services' parking meter maintenance and administration facility.
Mixed Payment Transaction	A transaction where a Customer uses more than one payment type (e.g., coin and credit card) to pay for a single parking session.
MMS or Meter Management System	CONTRACTOR's package of software applications consisting of a relational database, user interface, reporting applications, and meter programming module.
Mobile Payment	Payment made through a cell phone, smart phone, smart phone app, web browser, etc., and processed by a mobile payment provider.
Near Field Communication or NFC	The ability to pay for use of the parking meter with a smartphone or certain smart cards by bringing them into close proximity with each other.
Operating Hours	Set of rules that govern the overall hours that the meter is in effect and may include towing lanes, prepayment settings, and time limits.
Parking Services Management System (PSMS)	One or more databases and reporting systems hosted and managed by Parking Services.
Parking Space ID	Unique permanent identifier assigned to a metered space when it is added to the Parking Space Inventory.
Payment Window	Window of time during which a Customer is conducting a payment at the meter before the meter considers the payment completed and transmits the transaction to the MMS.

Term or Acronym	Definition
PEO	Parking Enforcement Officer, employed by CITY to enforce parking regulations.
PDT	Personal Data Terminal (handheld device)
PMR	Parking Meter Repairer
Parking Space ID	Unique number that identifies a metered space. Currently, all spaces have IDs in the format PKGSnnnnn, where nnnnn starts at 1.
Prepay Time; Prepayment Time	Time of day before the beginning of Operating Hours when Customer is allowed to pay for time that commences at the beginning of Operating Hours.
Price Schedule	Set of rules that govern meter rates
Parking Services	A division of the Department of Public Works of the City of Sacramento
Parking Space Inventory or PSI	The complete listing of parking spaces that are or have been metered spaces in the Parking Services Management System. The Parking Space Inventory table stores all attributes of the metered spaces except for variables that govern meter Behavior; the latter are in the Operating Schedule and Price Schedule tables.
RMA	Return Merchandise Authorization. The process by which defective parts are returned and replaced.
Screen	Display on the meter that shows dynamic messages programmed remotely.
Sacramento Parking Card	Prepaid cards sold by CITY that can be used at parking meters only.
SFTP Site	Secure file transfer protocol site
Standard Variables	Meter programming and reporting variables typically included in the MMS, such as physical locators: area, street, latitude, longitude and Behavior.
Time Limit, Max Time	Maximum amount of time a Customer is allowed to park during Operating Hours.
Time Slot	A period within a day (12 AM to 11:59:59 PM) defined by a START time and an END time and assigned a set of rules that govern the meter Behavior within those hours.
Tow	Refers to a period that a vehicle may be towed for violation of parking regulations.
User	Person who uses the MMS (e.g., Parking Services Meter Shop staff).
User-Defined Variables	Variables defined and supplied by PARKING SERVICES and not typically included in the MMS, primarily used to filter and sort metered spaces in ways that are useful to PARKING SERVICES only and do not affect meter Behavior.

TECHNICAL SPECIFICATIONS OVERVIEW

The Technical Specifications are organized into three sections:

SECTION I: ADMINISTRATIVE

SECTION II: METER MECHANISM

SECTION III: MMS, METER PROGRAMMING, AND DATA INTEGRATION

Where a requirement includes an accompanying example, table, or diagram, the latter is numbered to match the requirement number (e.g. Example I.A.3.b refers to requirement I.A.3.b; Table III.B.10.a refers to requirement III.B.10.a).

SECTION I: ADMINISTRATIVE

A. Administrative: General Specifications

CONTRACTOR shall deliver meter hardware, software, and services meeting these specifications.

1) Training

a. CONTRACTOR shall provide the following training:

- i. Enforcement Training (2-Hour Training Session): CONTRACTOR shall provide the first enforcement training via webinar, while additional enforcement training may be conducted by webinar or PowerPoint presentation or other agreed upon, self-guided medium. CONTRACTOR shall allow Parking Services to "replay" this session multiple times to cover all shifts. CONTRACTOR shall be available to answer any questions via telephone or email and shall do so within 24 hours of receipt. CONTRACTOR shall provide City enforcement personnel with training on how to identify the following:
 - A meter or machine that is registering as having been paid;
 - A meter or machine that is registering as not having been paid;
 - A Meter that is malfunctioning; and
 - A simple determination of the nature of the malfunction.
- ii. Collections Training (1-Hour Training Session): CONTRACTOR shall provide City staff with in-depth, hands-on, collections training. Training will be conducted in person, and training dates will be scheduled, by mutual agreement, at least thirty days prior to the actual day. At the conclusion of Collections Training, City staff will be able to take all steps necessary to initiate and finalize a collection from a meter.
- iii. Technical Training (4 Hour Training Session): CONTRACTOR shall provide City staff with in-depth, hands-on, technical training on the functionality of the meters and machines. Training will be conducted in person, on an as needed basis, no more than twice annually. Training dates will be scheduled, by mutual agreement, at least thirty days prior to the actual day. Technical training shall be divided into two sections: physical maintenance of the meter and machine and virtual maintenance of the meter and machine.
 - 1) At the conclusion of physical maintenance training, City staff will be able to easily complete the following tasks:
 - Deconstruct a meter down to its core elements;
 - Construct a meter from core elements;
 - Clear all types of jams that may occur in a meter; and

- Verify if a meter is operational and meets the definition of a “functional meter” or machine.
- 2) Virtual Maintenance: at the conclusion of virtual maintenance training, City staff will be able to easily complete the following tasks:
- Access the Battery Voltage Report from the system;
 - Access the Automated Address Event Report from the system;
 - Access the Vault Collection Notification Report from the system;
 - Access the Electronic Maintenance Reporting system within the system;
 - Log an event in the Electronic Maintenance Reporting system;
 - Search for an event in the Electronic Maintenance Reporting system;
 - Modify meter information in the Electronic Maintenance Reporting system;
 - Access the Meter and Machine Maintenance Report from the system;
 - Access the Meter and Machine Communication Report from the system;
 - Access the GPS Location Report from the system.
- iv. Financial and Administration Training (4 Hour Training Session): CONTRACTOR shall provide City staff with guided training on the functionality of the system. The first training shall be conducted via interactive webinar, and future training shall occur at least once quarterly, on an as needed basis, and may occur via webinar, PowerPoint, or other agreed-upon, self-guided medium. CONTRACTOR shall provide staff, via conference call, guidance through the first training session. At the conclusion of financial and administrative training, City staff will be able to easily complete the following tasks:
- Access the Area Revenue Report from the system;
 - Access the Daily Bank Reconciliation Report from the system;
 - Access the Coin Collection Report from the system;
 - Access the Battery Voltage Report from the system;
 - Access the Automated Address Event Report from the system;
 - Access the Vault Collection Notification Report from the system;

- Access the Electronic Maintenance Reporting system within the system;
- v. Deployment Training (2 Hour Training Session): CONTRACTOR shall provide City staff with in-depth, hands-on, technical training on the deployment of the meters, both as replacements for existing mechanisms as well as new installations. Training will be conducted in person, and training dates will be scheduled, by mutual agreement, at least thirty days prior to the actual day.
- vi. At the request of Parking Services, train and certify one or more Parking Services designees (potentially, contractors) as a Level II Support Technician to support the proposed meter warranty.
- b. CONTRACTOR shall provide all on-site training in Sacramento, California, at a location to be determined by Parking Services. CONTRACTOR shall cover all travel and other costs associated with training.
- c. If, at Parking Services' sole discretion, more training is required, CONTRACTOR shall provide up to three additional, eight-hour days of detailed training covering deployment, maintenance, finance/accounting/audit, enforcement, and MMS usage, as scheduled by Parking Services.
- d. CONTRACTOR shall ensure that initial training for system managers, Meter Shop field personnel, enforcement staff, and collection staff is completed prior to turning on the new meters according to a schedule to be approved by Parking Services.
- e. CONTRACTOR shall supply and keep current hard and digital copies of all operating, training and repair manuals. These comprehensive manuals will reflect all aspects of training described above, to provide a reference to personnel.
- f. CONTRACTOR shall grant CITY rights to reproduce all training and operation manuals needed for staff.

2) Customer Support

- a. CONTRACTOR shall provide the following customer support:
 - i. A toll-free number that shall be available, at a minimum, between 8 am and 5 pm PST/PDT, Monday through Friday, except for official Parking Services holidays (as listed at <http://www.cityofsacramento.org/transportation/parking/onstreetmeters.html#Holidays>). CITY reserves the rights to change the business hours to reflect changes in the meter hours and days of operation.
 - ii. If Customer Support is not available when a call is placed, Parking Services shall receive a call back within 15 minutes during operating hours. Calls requiring a response from a senior member of CONTRACTOR's staff shall be returned within 30 minutes during the above hours.

- iii. Any subcontractor(s), (e.g., gateway companies, payment processors, etc.) shall be subject to the same availability standards (i.e., between 8 am and 5 pm PST/PDT) and shall return calls within 15 minutes.
- iv. CONTRACTOR shall send a representative to CITY within four hours of request, should meter or MMS malfunction require on-site resolution, as determined by Parking Services.

3) Warranty

- a. The warranty period on each phased deployment of meters shall commence when the entire phase is accepted in writing by Parking Services. Parking Services and CONTRACTOR shall establish a deployment schedule prior to the first delivery of meters.
- b. The meters shall be warranted to operate in full functionality for a period of at least three years from the date of acceptance.
- c. Contractor warrants that it shall convey good title to the Meters purchased by City and that at the time of any such sale the Meters shall be free and clear from all liens and encumbrances.
- d. CONTRACTOR shall pay for warranty shipments from the Meter Shop to CONTRACTOR's warranty handling facility and back to the Meter Shop.
- e. CONTRACTOR shall be responsible for providing all new software and firmware releases (as they become available and approved by Parking Services) at no cost to Parking Services as long as CONTRACTOR's meters are in use by Parking Services.
- f. CONTRACTOR shall supply and maintain an adequate inventory of replacement components (e.g., card readers, coin validators, CPU boards) locally and/or at the Parking Services' Meter Shop. "Locally" is defined as within a 100 mile radius of the City of Sacramento City Hall.
- g. Any meter mechanism that fails within the warranty period shall be replaced/repared within five (5) business days of product receipt and with proper notification via e-mail, fax, or phone call (including voice mail message).
- h. Meters shall be warranted to operate as proposed within a temperature range of 0 to 140 degrees Fahrenheit and under environmental conditions found in Sacramento, including but not limited to wind-blown grime, rain, fog, humidity, sun (including direct sunlight), and vibrations.
- i. Upon written request of Parking Services, at least 60 days before the expiration of a valid warranty term, CONTRACTOR shall extend the warranty for the rate defined in Exhibit B.
- j. Warranty coverage shall include repair and/or replacement, at Contractor's discretion, of any part or modular component determined to be defective in material or workmanship under normal use and service in a timely manner and at no additional cost to the City.

- k. Repair or replacement under warranty of any defective product (including any Meter or subcomponent) will not extend the warranty period for that product or subcomponent.
- l. Returns for credit will only apply once Contractor has received the defective product (including any Meter or subcomponent) and confirmed that the defects arose within the warranty period and are covered under the terms and conditions of the warranty provided.
- m. This warranty does not cover damages, defects or Failures solely caused by or due to accident, improper handling or operation, natural disaster (including earthquake), acts of terrorism, wars, riots, vandalism, neglect of routine maintenance as instructed by Contractor, or use of parts not authorized by Contractor.
- n. CITY acknowledges that any modification (not to include required maintenance and repairs) not reasonably in accordance with Contractor's directions or performed by others in such manner to affect the work materially and adversely may void this warranty. Prior to any modification to the work, Parking Services shall notify Contractor in writing. Contractor shall respond in writing within five business days describing how any such modification will affect the warranty.

4) MMS Support and Licensing

- a. CONTRACTOR shall provide its hosted MMS as long as any of its meters are in service in CITY. Licensing costs are included in Exhibit B.
- b. CONTRACTOR's MMS service level shall exceed 99.5% availability during metered parking hours.
- c. Access to CONTRACTOR's MMS shall not require any software or "plug-ins" to the standard Internet browsers used by CITY. CONTRACTOR's MMS shall operate with the most recent versions of Internet browsers, including Internet Explorer, Firefox, and Chrome.

5) Installation

- a. Each mechanism shall be delivered complete, including all parts and materials needed for immediate deployment.
- b. CONTRACTOR shall be responsible for handling and storage/warehousing of all materials, including incoming mechanisms and supplies, as well as all obsolete mechanisms to be resold or recycled. CITY will provide a reasonably secured space for CONTRACTOR's use for receiving and staging of small quantities of meters.
- c. Meters shall be properly configured, tested, able to connect to the network and fully operational at the time Parking Services takes possession of the meters.

- d. As installation progresses, CONTRACTOR shall create electronic inventory records for the installed meters, including but not limited to delivery dates, install dates, and Parking Space ID.
- e. CONTRACTOR shall, under supervision of City staff, perform installation, under one of the following scenarios:
 - i. An existing single-space meter will have the current dome and mechanism removed and a new mechanism and dome will be installed. This installation scenario will require coordination with collections to minimize the amount of change in the vault. CONTRACTOR will be responsible for removing the old dome and mechanism and installing the new mechanism and dome. The new mechanisms will be installed and activated immediately upon the removal of the existing equipment from service. The only exception to this provision shall be when a parking meter post or housing must be replaced or repaired due to being loose or damaged, in which case meter removal shall be scheduled in advance with Parking Services. CONTRACTOR is responsible for ensuring all meter posts and housings are in good working order at the time of meter installation.
 - ii. A pole without an existing housing will have a new housing attached, and a new mechanism and dome will be installed. Parking Services staff will install the new housing, and CONTRACTOR will install the new mechanism and dome.
 - iii. A location without a pole will have a pole installed by CONTRACTOR, subject to the specifications provided by CITY, prior to the date of installation of the housing and mechanism. After installation of the pole, Parking Services staff will install the new housing, and CONTRACTOR will install the new mechanism and dome.
- f. CITY shall provide the following information to CONTRACTOR to facilitate delivery and installation of meters:
 - i. Meter locations and associated configuration parameters (rates, hours, display screens, etc.) as provided by meter location and configuration worksheets, in electronic form
 - ii. Merchant account information
 - iii. Logistics information (dates, quantities, and locations for delivery, etc.)
 - iv. Installation logistics requirements (number of people required to be provided by IPS)
 - v. Administrative information (purchase orders, etc.)
 - vi. List of individuals needing access rights to MMS and required permissions

- vii. Identification of all functional groups for training
 - viii. Customization and integration information (data interchange, contactless requirements, SAM requirements, licensed content or source code, etc.)
- g.** CONTRACTOR shall identify a Project Manager for the installation period (not to exceed six (6) months). The installation period shall be from the time the first meter is delivered until the last meter is accepted. The Project Manager shall be available by phone to Parking Services personnel between 8 am and 5 pm (excluding weekends and legal holidays), and shall be on-site at any time CONTRACTOR's staff is performing installation activities. The project manager shall be authorized to make decisions and speak on behalf of CONTRACTOR.

6) Certification and Compliance

The proposed equipment shall have and maintain the following certifications. Said certifications shall be submitted to CITY before Notice to Proceed (NTP) is granted to CONTRACTOR. Any renewals of certification shall be provided to CITY no later than 30 days prior to the expiration of the current certification.

- a.** CONTRACTOR shall maintain PCI certification, for the term of the Agreement, as follows:
1. Proposed Meter Mechanism and/or Paystation payment software shall be Payment Application Data Security Standard (PA-DSS) validated by a Payment Application Qualified Security Assessor (PA-QSA) and be verified on PCI SSC's list of PA-DSS validated payment applications. CONTRACTOR shall provide documentation of validation and verification prior to contract execution.
 2. CONTRACTOR'S payment software submitted for PA-DSS validation should incorporate:
 - "Hold and Send" protocol
 - Contactless Payment
 - Remote connections capability such as Short Messaging Service (SMS).
 3. CONTRACTOR's credit card gateway shall have and maintain appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors. Compliance with PCI DSS shall have been achieved through a third party audit process. CONTRACTOR shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

4. Should EMV certification become a Regulatory Requirement or Industry Standard for acceptance of credit cards, the Contractor shall, at its own expense, obtain such certification and provide proof to CITY that this certification has been established.
 5. The Contractor shall, at its own expense, obtain or update certifications for Regulatory Requirements and Industry Standards that impact the Agreement as new requirements are established, and shall notify CITY in writing of these new requirements when they are in effect. Should CITY learn about new requirements, CITY will inform the Contractor and request that the Contractor verify compliance with such requirements. The Contractor shall be responsible at its own expense to establish proper certification at the first available opportunity, and shall inform CITY in writing of the timeline for compliance and any potential impact to services pending compliance.
- b. The unassisted "Real Time Clock" accuracy shall have an error of not more than +/- 2 seconds or 24ppm over a 24-hour period over the operational temperature range of 0°F to 140°F, and at no time shall the meter count down timer give less than the expected time. The "Real Time Clock", and the "Count-Down Timer", shall be tested and certified for accuracy by an independent 3rd party test laboratory.
 - c. Proposed Mechanisms shall be FCC-approved to meet the FCC requirements appropriate for the type and frequency range of the radiating device or devices found in the mechanism. FCC testing shall be carried out on mechanisms configured with all of the proposed hardware options, components, and antennas, including, if applicable:
 - i. Modem
 - ii. Contactless Card Reader
 - iii. RFID Reader
 - iv. ISM Band Transceivers (*i.e.*, vehicle sensing technology etc.)All required FCC certifications will be provided to CITY.
 - d. Environmental testing and certification of the proposed Mechanism shall be carried out by an independent third party test lab, and shall include hot, cold and humidity testing.
 - i. Hot cycle testing shall consist of one 24-hour hot temperature cycle as follows: starting at ambient, increase temperature 1°F per minute until 140°F; carry out operational test / payment transaction after a 3-hour soak period; repeat operational test / payment transaction after 24-hour soak period; return meter to ambient temperature.
 - ii. Cold cycle testing shall consist of one 24-hour cold temperature cycle as follows: starting at ambient, decrease temperature 1°F per minute until 0°F; carry out operational test / payment transaction after a 3-hour soak

period; repeat operational test / payment transaction after 24-hour soak period; return meter to ambient temperature.

- iii. Humidity cycle testing shall consist of one 24-hour cycle as follows: starting at ambient, increase temperature 1°F per minute to approx. 80°F; set and maintain the humidity range between 75% and 98% and maintain temperature range between 75°F and 100°F; carry out operational test / payment transaction after a 3-hour soak period; repeat operational test / payment transaction after 24-hour soak period; return meter to ambient temperature.

7) Acceptance and Functionality

- a. Acceptance of the meter mechanisms and domes shall occur after CONTRACTOR has successfully completed installation of the mechanisms into CITY's meter housings in designated parking spots and the mechanisms are properly integrated and communicating with the MMS. Mechanisms must meet the definition of a "functional meter."
- b. A "functional meter" is a meter mechanism and related components that function together within the normal parameters of operation during the hours of enforcement. A functional meter meets the requirements established in Section II of the Technical Specifications. A functional meter will accept all specified forms of payment, properly interface with end users; actively communicate with the management system, properly indicate payment status by illuminating the correct LEDs, and properly report battery power, collection status, and coin count to the MMS. The *Meter Commissioning Checklist* details the full set of criteria that the meter must meet to be accepted.
- c. Acceptance of the entire system is dependent upon Parking Services' determination the following criteria (if applicable) have been met:
 - i. All meters and domes have been accepted, as described above
 - ii. The delivered MMS meets the requirements set forth in subsection A of Sections I, II and III of the Technical Specifications, and all deployed meters are reporting properly with the MMS
 - iii. The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from parking meters to 99% accuracy)
 - iv. The nightly incoming meter revenue CSV file, as described in Attachment 9, meets the formatting requirements of the Attachment, and is delivered on a nightly basis. Until the Parking Services Management System is able to receive it via electronic file exchange, it shall be stored on CONTRACTOR's SFTP site, with a notification delivered by email to an address designated by CITY.
 - v. The incoming XML transaction feed, as described in Attachment 5, is stored by CONTRACTOR for bulk delivery when the Parking Services Management System is able to receive it via normal delivery.

- d. Acceptance shall occur upon CITY's delivery of notice to CONTRACTOR that the criteria in the section above have been met and the system complies with the specifications set forth in the agreement.
 - e. Acceptance of replacement parts, including "spare" meter mechanisms and parts, shall occur when received by Parking Services.
 - f. Absent written notification of acceptance for each meter batch, the meters shall be deemed accepted 30 days after installation or 45 days after delivery, whichever occurs first.
- g. Escrow Agreement**

CONTRACTOR agrees, at its expense, to place the applicable source codes for all Software that is proprietary to Contractor, including periodic updates of said source codes, and other proprietary materials, into an escrow. The source codes placed in escrow shall be on digital media and shall be accompanied by detailed software documentation, including a list of applicable software development tools. Within 60 Days of Notice to Proceed, CONTRACTOR shall effect registration of CITY as a Licensee on an escrow account that shall be maintained by a third party escrow agent on behalf of the City and CONTRACTOR.

B. Additional Administrative Requirements

1) Mobile Payment Integration

- a. The proposed meter solution and MMS shall integrate with a Mobile Payment service provider, to be selected by CONTRACTOR and confirmed by Parking Services. The Mobile Payment service provider shall be a subcontractor to CONTRACTOR.
- b. The Integrated solution shall include the ability to communicate mobile payments to the actual meter (e.g., if a Customer purchased 30 minutes worth of time via Mobile Payment for a particular parking space, the proposed solution shall include a means to communicate the payment status so that meter display indicates 30 minutes worth of purchased parking), should Parking Services choose to use that feature.
- c. Should subcontracted Mobile Payment service provider fail to meet the service requirements as established elsewhere in this Scope of Work, upon direction from Parking Services, CONTRACTOR shall enter into subcontract with an alternate Mobile Payment service provider and terminate the existing subcontract once the migration of services is complete.

2) Parking Meter Buyback

CONTRACTOR shall credit CITY for each obsolete mechanism at the rate defined in Exhibit B.

3) Revenue Processing

- a. The credit card payment gateway provider shall be compatible with and certified for use by the credit card processor at the acquiring bank of Parking Services' choice (currently Bank of America Merchant Services).

- b. Parking Services reserves the right, at any time during the term of the contract, to renegotiate gateway fees should another gateway provider offer a rate that is more competitive. Parking Services and CONTRACTOR shall negotiate costs and charges associated with the change.
- c. Deposits must be made to a City-owned account.

4) Public Awareness Plan

- a. CONTRACTOR will provide consulting services for a Public Relations campaign to notify the general public about the new meters, including a proposed timeline.
- b. CONTRACTOR will develop and host a customized web site for use by parking customers in the City of Sacramento. This web site will provide functionality similar to the pages illustrated for the City of Honolulu in CONTRACTOR's proposal dated July 3, 2013.

5) Instruction Decals

CONTRACTOR shall provide a design(s) for instructional decals to inform customers how to use the meters for coin, credit card, and meter card payments. Instructional decals shall include information similar to the decals currently posted on CITY's meters, including CITY customer service contacts and meter holidays.

6) Consultant Services Rate for Additional Services

During the term of the contract, upon request of CITY, CONTRACTOR shall provide consulting services, on an ad hoc basis, that may include but are not limited to:

- a. Support for parking management with emphasis on effective rate adjustments, including developing appropriate price and revenue benchmarks. This should include regular meetings with CITY's Contract Administrator, Parking Meter Repair Shop and key managers within Parking Services.
- b. Analytical support for developing pricing 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 provide the technical support needed for Parking Services to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and capture rates.
- c. Extracting information from parking meter databases 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. Providing training for Parking Services staff in parking management related topics.

Such consulting will be paid at the rate established in the Compensation Schedule, but only after CITY and CONTRACTOR agree to the specific scope of work and a *Notice to Proceed* has been issued.

7) Non-Warranty Meter Repair Services

In the case of non-warranty repairs, CONTRACTOR shall provide Parking Services a quotation for any such services on an as-needed basis after inspection of the products to be repaired. CONTRACTOR shall perform non-warranty repair services upon receipt of a purchase order in the amount of the approved price of the work. CONTRACTOR shall return non-warranty repaired Meters to Parking Services within four to six weeks of receipt of an approved purchase order.

C. Administrative Optional Specifications

1) Collection Solutions

Upon receipt of *Notice to Proceed* from CITY, CONTRACTOR shall initiate a pilot ("trial") of its Smart Collection System (SCS). The duration, scope, and location(s) of this pilot will be negotiated between Parking Services and CONTRACTOR.

2) Website

Upon receipt of *Notice to Proceed* from CITY, CONTRACTOR shall develop a specification, including a price and timeline for developing a customer-facing, CONTRACTOR-hosted website that would allow a customer who paid by credit card- to print a receipt of his or her transaction(s) at home. The proposed website shall use "open architecture" to allow for integration with additional data sources.

- a. Option 1: creating a site whereby a Customer would enter only the three following pieces of information:
 - i. Date and approximate time of day (plus or minus 60 minutes) the transaction began;
 - ii. The parking space number;
 - iii. Last four digits of credit card number.
- b. Option 2: creating a site whereby Customers would register their email addresses and credit card numbers. Whenever a registered credit card number was used at any meter, the customer would receive a receipt in a PDF format at the registered email address.

SECTION II: METER MECHANISM

A. Meter Mechanism General Specification Requirements

1) General

- a. The meter mechanisms must be compatible with the following housings:

Housing

Manufacturer	Model
POM	E
MacKay	98
MacKay	MKV 97HD
Duncan	90

The mechanisms and domes shall lock in place into the housing using the current lock/key system for each type of housing.

- b. All materials and components of the meter shall be new and unused.
- c. Meters and associated systems shall comply with all applicable ADA regulations, including the more stringent of Federal or California. CITY shall be responsible for all parking meter poles.
- d. Meters shall have a modular design such that meter components shall be able to be exchanged or replaced in the field in less than 10 minutes.
- e. All electronic components, connections, CPU and wiring shall be fully weatherproofed for their useful life.
- f. The proposed mechanism shall be equipped with a minimum of two Secure Access Memory (SAMs) sockets capable of accepting card schemes (e.g., transit cards).
- g. Meters shall have built-in diagnostics software that date- and time-stamps all events (e.g., meter failures, resets, low battery, payments) for retrieval and analysis in field or remotely; all data shall be integrated with the MMS supplied under this contract.
- h. Meters shall feature an out-of-order function that date- and time-stamps the out-of-order event for eventual comparison to parking citation information. This information shall be automatically sent wirelessly to the MMS (assuming that power and communications are available), and shall also be available for manual collection by maintenance personnel (via mobile MMS and/or handheld) or other manual interface at the meter).
- i. If the card reader fails, the meter shall continue to allow coin payment; if the coin chute fails, the meter shall continue to allow credit/debit card payment.
- j. The meter shall allow for adding time to an existing parking session, up to the maximum time limit.

- k. Meters shall accept all available types of payment for adding time.
- l. Meters shall periodically download and store the Hotlist from the MMS so that they prevent cards on the Hotlist from being used even when communication is not available.
- m. Meters on which the coin chute and the card reader both have failed shall continue to accept mobile payments and grant time.

2) Coin Chute

- a. Coins passing through the meter shall be deposited directly into a sealed container in a separate vault area of the meter.
- b. Meters shall provide a count of all invalid coins.
- c. If the coin slot is inoperable, meters shall have the option to accept card payments (e.g., credit card and smart card).
- d. The coin chute or track shall be a free-fall type.
- e. The chute shall include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires).
- f. The entrance to the chute shall be replaceable stainless steel to accommodate or screen out coins of various sizes.
- g. The jam alarm shall only stay active as long as the cause of the jam is present in the coin chute.
- h. When the coin chute detects a jam, the jams shall be recorded in the maintenance log. At a minimum, the meter shall be able to detect the following objects:
 - i. bent paper clip
 - ii. bent soda can tab
 - iii. cotton
 - iv. toothpick
 - v. folded paper or cardboard (matchbook cover, business card, etc.)
 - vi. folded plastic straw
 - vii. coffee stirrer
 - viii. coin-wrapped in tape

3) Coin Validation

- a. Meters shall provide a count of all valid coins or valid tokens passing through the coin chute to an accuracy level of 99%, so 990 coins out of 1000 shall be recorded.
- b. The coin validation mechanism shall be programmable to accept a minimum of eight different coins and/or tokens including U.S. nickels, dimes, quarters and dollar coins.

- c. The coin validation system shall accept all user-defined coins and tokens through software parameter changes only. Software changes shall be able to be sent to the meter wirelessly and via a mobile MMS and/or a handheld device.
- d. Should the U.S. Mint change the existing currency in any way, CONTRACTOR shall, at its own expense, update the software to accept the new coins issued as well as the old coins as soon as new coins are available to the general population.
- e. CONTRACTOR shall be able to alter the coin table to add new coins or to specify the screening of invalid coins upon Parking Services request. Any changes to the validation process shall be made within ten business days of written request by Parking Services. Parking Services will provide samples of objects to be screened out as invalid coins.
- f. The coin validator and coin chute operations shall incorporate no contact points that could be affected by grime or moisture, or a combination of the two.
- g. The coin validation system shall register both metallic and non-metallic jams.

4) Screen

- a. Screens shall have a configurable backlight feature that is illuminated by any activity at the meter; e.g., pressing a button, inserting a card or coin, and shall remain illuminated for a duration specified by Parking Services.
- b. Date and time shall be displayed on the screen at all times when the meter is "on."
- c. Meter ID shall be visible on one of the information screens.
- d. Screens shall be able to electronically display:
 - i. Rates
 - ii. Days and hours of operation
 - iii. Tow information
 - iv. Instructions to the customer
- e. The screen shall be legible and visible under all daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles, (e.g., a taller person will view the screen at a different angle than a shorter person.)
- f. The screen shall be resistant to vandalism.
- g. During Operating Hours, the screen shall display the current time period and corresponding rate or regulation, and whether the meter has time left or is expired.

- h.** The screen shall be fully programmable to display, at a minimum, messages corresponding to the following conditions:
- i.** Condition 1: meter is "on" and Idle before operating hours. Information: Days/hours of operation, time slots, rates, regulations; configurable "Free" message (e.g., "Free until XX:XX).
 - ii.** Condition 2: meter is "on," Idle, and unpaid during operating hours. Information: Days/hours of operation, time slots, rates, regulations; configurable "Expired" message.
 - iii.** Condition 3: meter is "on," Idle, and paid during operating hours. Information: Days/hours of operation, time slots, rates, regulations; countdown of time left before meter expires.
 - iv.** Condition 4: Customer inserts a card incorrectly during operating hours. Information: Error message specific to condition (e.g., "card inserted incorrectly").
 - v.** Condition 5: Customer inserts credit card and it is declined. Information: Error message specific to condition (e.g. "Invalid card; use another card")
 - vi.** Condition 6: Customer inserts parking card causing the meter to become Active, adds/subtracts time and money using meter inputs (e.g., +/- buttons), and confirms transaction (e.g., presses "OK" button). Information: configurable "please wait" message followed by configurable "transaction completed" message.
 - vii.** Condition 7: Customer inserts parking card causing the meter to become Active, but pulls card out before transaction is completed. Information: Configurable "transaction cancelled" message.
 - viii.** Condition 8: Card slot is inoperable. Information: Days/hours of operation, time slots, rates, regulations; configurable error message specific to condition (e.g. "no cards; use coin").
 - ix.** Condition 9: Coin slot is inoperable. Information: Days/hours of operation, time slots, rates, regulations; configurable error message specific to condition (e.g., "no coins; use card").
 - x.** Condition 10: Both coin and card slots are inoperable. Information: Configurable message specific to condition (e.g., "out of order").
 - xi.** Condition 11: Customer presses "cancel" button. Information: Configurable "transaction cancelled" message.
 - xii.** Condition 12: Meter is Active (payment is in progress). Information: current time slot and rate, time and corresponding payment stepping up or down as Customer adds coins or presses the +/- buttons to add/subtract time.
 - xiii.** Condition 13: Meter is Active, current timeslot has a rate assigned, next time period has a Tow regulation; Customer adds money/time up

to the beginning of Tow regulation. Information: Configurable "limit reached" message (e.g., "Limit Reached; Tow after XX:XX").

- xiv. Condition 14: Meter is Active, current time slot has a rate assigned, Customer adds money/time up to the time limit programmed in the meter. Information: Configurable "limit reached" message (e.g., "4-hr limit reached").
- xv. Condition 15: Meter is Idle, current time slot has Tow regulation. Information: Configurable "tow" message (e.g., "Tow until XX:XX; DO NOT PARK").
- xvi. Condition 16: Meter is "on" and Idle after operating hours. Information: Configurable "Free" message (e.g., "No payment accepted").
- xvii. Condition 17: Meter has special programming in effect. Information: Days/hours of operation, time slots, rates, regulations; configurable "special" message specific to the special programming.

5) Meter Interface

- a. The meter shall have a mechanism for inputting information (e.g., buttons, keypad). The mechanism shall be rated for more than 200,000 cycles and shall be completely environmentally sealed to prevent interruptions in service due to moisture, dust, and other airborne contaminants. The labels shall not wear off the mechanism throughout the duty cycle.
- b. The meter shall have a mechanism that provides prompting and confirmation to the Customer as he/she conducts a payment at the meter.

6) Clock

- a. Meters shall automatically adjust internal clocks for Daylight Saving Time periodic changes.
- b. Meter clocks shall be accurate to within plus or minus two seconds per day.
- c. Meter clocks shall be synced each time they communicate with the MMS.
- d. Meter clocks shall track each day of the week.

7) Power

- a. Meters shall include a means to augment power through solar technology, in an environment that includes trees and multi-story buildings.
- b. If the proposed battery consists of a rechargeable battery and a backup, non-rechargeable battery, then Parking Services shall be able to purchase and replace each battery component individually.
- c. Batteries shall be standard "off-the-shelf" battery products available for consumers.
- d. Non-rechargeable batteries shall not include any electronic boards or components besides wire connection to the mechanism.

- e. The voltage check system for rechargeable and non-rechargeable batteries shall be integrated into the mechanism reset sequence.
- f. Maintenance personnel shall be able to replace non-rechargeable batteries without the use of tools (*i.e.*, nothing should be screwed in or otherwise constrained from removal).
- g. A low battery remote alarm indicator shall be included to facilitate timely replacement of batteries.
- h. If a meter loses power (solar and/or battery), or the battery becomes depleted or disconnected, the meter shall be able to retain all stored programming, operational, and financial audit data for a minimum period of one year.
- i. Based on the operational parameters identified in the Request for Proposals, new and fully charged Meter Non-Rechargeable Battery Pack (part # 795-600-H3) shall function for at least one year from installation date.

8) Visual Enforcement

Meters shall have a means for a PEO to determine payment status through visual inspection of the meter itself.

8) Card Reader Payment and Processing

- a. Meters shall accept Visa and MasterCard, and allow for expansion to other commonly accepted credit card brands. Meters shall accept the City of Sacramento Parking Card, as provided by CONTRACTOR.
- b. Meters shall have the ability to be programmed for additional payment systems upon request of Parking Services (*e.g.*, third party payments, metro area transit cards).
- c. The maximum number of credit card transactions accepted, while in "hold and send" mode, before automatically disabling credit card payment method shall be configurable via MMS.
- d. The meter's card reader shall be non-locking and shall always permit customers to remove cards without damage to the card, especially during a fault situation or power failure.
- e. If a credit card is inserted improperly (*e.g.*, upside down or with the magnetic stripe reversed), the card shall be easily removed by the Customer without the use of any tools.
- f. If the card slot or reader is inoperable, the meter shall have the option to accept coin and contactless methods of payment.
- g. The card connector shall be rated at more than 200,000 cycles under ideal conditions.
- h. The meter shall awaken automatically upon detection of any valid card insertion into the card reader.

- i. The card reader module shall have no electronic intelligence of its own. All of the driver and decision-making circuitry that establishes communication with inserted cards shall be located on the main board.
- j. If a customer attempts to use a credit card when the meter cannot communicate, the meter shall determine whether the card is on the hotlist. If the card is on the hotlist, the card shall be "declined" immediately. If the card is not on the hotlist, it shall be accepted and time shall be given, and the meter will transmit the transaction information once communications are restored.
- k. The meter shall be capable of storing transactions while "offline" for up to 30 days.

9) Revenue Audit Capabilities

- a. Electronic information (coin count and revenue totals) shall be have the following accuracy rates:
 - i. Coins: greater than 99% accuracy between the MMS collection report and the physical coin count.
 - ii. Credit Card: 100% accuracy between the gateway report and the bank deposit.
- b. Meters shall record/store the number and value of all valid coins, including a count of each individual type of valid coin (*e.g.*, quarters, dimes, nickels, dollars) and the date and time each coin was inserted, even if time cannot be purchased by the coins (*e.g.*, during periods of "no parking" or free parking, or when the customer has already purchased the maximum amount of time).
- c. Meters shall record/store a count of each invalid coin.
- d. Meters shall record/store the number and value of valid pre-paid and credit card transactions, and a summary of electronic cash amounts.
- e. Each type of payment information (valid coins, invalid coins, electronic payments) shall be accounted for.
- f. Audit information shall be available for retrieval through MMS (both standard and mobile versions and/or handheld device).
- g. Financial audit data shall not be affected by the reading or retrieval of maintenance data, by resetting the meter, or by other maintenance events.

10) Collection Event Recording and Revenue Counter Reset

- a. CONTRACTOR's solution shall provide an ability to reset mechanism coin counters at the time of the physical coin collection.
- b. CONTRACTOR's solution shall be able to record the time and date of the physical coin collection, along with detailed coin audits since the last collection, within the proposed MMS.
- c. CONTRACTOR's solution shall be able to support opening of the vault door for maintenance purposes without resetting mechanism coin counters.

- d. All physical collection events shall be entered into the MMS and be available as report filters.
- e. CONTRACTOR's solution shall have the ability to reset mechanisms' coin counters remotely from the MMS (both stand alone and mobile). This feature shall support both individual mechanism reset and group resets that depend on set MMS groupings (e.g., collection route and sub route, maintenance route, street block(s), entire street).

11) Communications

- a. Meters shall transmit payment data (e.g., coins, credit cards, smart cards) and maintenance alert data to the MMS wirelessly within 90 seconds after determining the transaction to be completed, if configured to do so.
- b. Meters shall support secure on-line authorizations of credit cards at the time of the transaction.
- c. Meters shall support a configurable "hold and send" feature for credit card payments that can be activated when the communication network is down or not available and credit card payments cannot be authorized in on-line mode.
- d. Meters shall initiate communication with the MMS periodically, on a schedule mutually agreed upon by Parking Services and CONTRACTOR, regardless of the occurrence of transactions or faults.
- e. Meters shall operate in an independent network environment; i.e., each meter shall communicate wirelessly without installation of any additional network equipment or additional infrastructure.
- f. CONTRACTOR will provide a procedure to allow CITY to "deactivate" mechanisms that are not deployed and being used for revenue transactions; e.g., mechanisms that are not assigned to parking spaces. This will not apply to meters that are temporarily powered-off because the associated parking space is reserved and the meter is "bagged."

12) Maintenance

- a. Meters shall be easily maintained and serviced, and shall be designed so that metallic and non-metallic foreign objects can be cleared from the coin chute or track and/or card reader slot within a three-minute timeframe, under any weather conditions. No special tools shall be required.
- b. Meters shall return to full functionality within one minute of replacing a coin chute or track and/or and card reader.
- c. Meters shall feature on-board diagnostics that include a full on-screen menu or display that shows electronic error codes that enable technicians to analyze problems on-site. Diagnostics shall be available to authorized users without opening the meter housing, and shall provide, at minimum, the following information regarding the meter's current operating status:
 - i. View the current assigned meter configuration and software version.

- ii. View the battery level of the rechargeable battery, the non-rechargeable battery, and the solar panel charge level.
 - iii. Test the operating condition of the card reader.
 - iv. Test the operating condition of the coin validator.
 - v. Test the integrated wireless communications.
 - vi. Allow for the meter to be turned off.
- d. Meters shall allow for Parking Services' maintenance and meter shop staff to add time without making payment and/or having the payment register as revenue in the audit information (e.g., if a Customer's payment has to be deleted during maintenance). This usage shall be logged as a distinct payment type (e.g., instead of the payment being labeled "cash" or "credit", it might be labeled "maintenance"). The value of the payment shall be logged as \$0.00. Staff shall be able to add up to a full day's time (up to 24 hours) to the mechanism with this feature.
- e. The proposed mechanism shall have the ability to temporarily disable the recording of cash and card (credit and smart card) revenue to allow audit data test purchases by coin or card without being recorded in the payment audit data. After this feature is invoked, the recording of any coins/cards as payment for parking (or revenue) shall be immediately disabled to allow for testing. The test coins/cards shall not register as payments until there has been no activity for a set period of time provided by Parking Services (this shall be configurable via MMS), after which time the registering of payments is enabled automatically. Once the meter testing is completed, the meter shall automatically revert back to normal operation without further operator intervention or commands.

B. Meter Mechanism Additional Specification Requirements

1) Screen

The screen shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or Configurations made in the MMS and communicated wirelessly to the meter at least once per day.

2) Card Reader Payment and Processing

- a. Meters shall accept a stored value "parking card."
- b. A payment by parking card shall consist, generally, of the following steps:
 - i. Customer inserts parking card in card slot.
 - ii. Meter reads and displays balance in the parking card.
 - iii. Customer adds/subtracts time and money using meter input mechanism (e.g., with +/- or ↑/↓ buttons).
 - iv. Customer confirms payment using meter input mechanism (e.g., "OK" or ✓ button).

- v. Meter writes new balance back to parking card while displaying configurable "please wait" message.
- vi. Meter displays configurable "transaction completed" message and starts counting down time.

3) Communications

Meter Mechanisms shall support secure on-line authorizations of smart cards at the time of the transaction.

C. Meter Mechanism Optional Specifications

Meters shall be equipped with GPS technology, *i.e.*, MMS shall allow for the end user to enter the meter terminal number in the search field and generate a report with the exact location of the meter on the map.

SECTION III: MMS, Meter Programming and Data Integration

A. MMS, Meter Programming & Data Integration General Specification Requirements

1) MMS – General

- a. Login to the MMS shall take less than 60 seconds.
- b. MMS shall contain, at a minimum, the following general modules:
 - i. System Administration, including the ability to change rates and other operating parameters remotely via the Internet.
 - ii. Asset and Inventory Management, including
 1. GPS location of meters on a map, with statistical mouse-over feature.
 2. Meter uptime (over time, by zone, street, and meter number).
 3. Meter paid occupancy reports.
 - iii. Faults and Maintenance Reports, including
 1. Coin box level (% full).
 2. Exception reports for units not performing as required (communications or payment faults).
 - iv. Revenue Reports, including
 1. Credit card reconciliation (daily, weekly, monthly, annually).
 2. Cash collection reports (by date, time, meter number, and collector).
 3. Accumulative totals of all cash and card transactions (daily, weekly, monthly, or annually).
 4. Revenue summary reports (daily, weekly, monthly, annually, by zone, route, street or meter number).
 5. Individual transactions (cash or credit) by meter number.
 - v. Management of User Permissions and Alarms
 - vi. Hotlist to allow CITY to block usage of credit and smart cards suspected of fraud
 - vii. Meter Behavior Programming
 - viii. Management of maintenance work orders
- c. MMS shall be server-based, hosted by CONTRACTOR, and accessed via the web. MMS shall not require any custom software to be installed on the end user's machine. Only the City of Sacramento standard web browser shall be required.

- d. CONTRACTOR shall be responsible to deliver any and all updates to its MMS to ensure full compatibility with the latest versions of the internet browsers for the useful life of the meters.
 - e. MMS shall offer a uniform user interface, in which the same colors, fonts, nomenclature, icons and logos are used for all MMS modules.
 - f. Access to help materials and user manuals shall be available on-line.
 - g. The management system shall be capable of exporting reports to a variety of common Microsoft file formats including, but not limited to, Excel, Access, and Word.
 - h. The MMS and supported meters shall be compatible with Parking Services' enforcement/citation platform, the City of Inglewood's ICMS. It is understood that additional integration will be required and will depend upon the direction of Parking Services. It is further understood that this will require the cooperation with ICMS, for which the CONTRACTOR cannot be responsible.
 - i. It will be the responsibility of CONTRACTOR to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. CONTRACTOR shall have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards, in the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) disrupts the system.
 - j. Each user that securely logs into the IPS MMS shall be required to provide a username and password.
 - k. Each user shall be assigned to a defined user profile that defines which functions and reports are visible and which ones are not accessible. Samples of these profiles include Administrator, Coin Collection, Customer Service, Manager, Financial Analyst, Utility Manager, and Technician.
 - l. These profiles and available reports within each user profile shall be customizable to the specific needs of Parking Services, and shall be managed by Parking Services system administrators without requiring CONTRACTOR's involvement.
 - m. MMS availability shall exceed 99.9% uptime.
- 2) MMS Documentation**
- a. All standard reports in the MMS shall be fully documented and explained in the MMS manual, including allowable values.
 - b. All standard meter Behavior programming variables shall be fully documented and explained, in the MMS manual, including allowable values.
 - c. All standard meter Backend Settings shall be fully documented and explained, in the MMS manual, including allowable values.

3) MMS Users and Permissions

- a. MMS shall support a minimum of 10 different user groups, each with its own set of permissions for viewing reports and/or conducting changes to meter programming.
- b. MMS shall allow Parking Services to manage users and permissions directly, without having to go through CONTRACTOR in order to add users or create or modify user permissions.

4) Asset and Inventory Management

MMS shall, at a minimum, have the ability to record and display the following information:

- a. Date- and time-stamp of all maintenance, inventory, and audit data.
- b. Mechanism serial numbers, maintenance routes and descriptions, and Parking Space IDs.
- c. Audit, maintenance, inventory and programming transactions for a given space Parking Space ID.

5) Faults and Maintenance

- a. The MMS shall contain reports on meter health status.
- b. The MMS shall automatically record meter maintenance performed by repair staff.
- c. The MMS shall record all meters' general status and performance, including fault and maintenance events, parking sessions, financial transactions, and payment status time.
- d. The MMS shall contain, at a minimum, the following reports:
 - i. Maintenance activity by mechanism serial number, Parking Space ID, parking meter repairer, or operational status.
 - ii. Exception report for meters not repaired.
 - iii. Exception report for meters that have not communicated with the MMS within 24 hours or more, including the number of hours since last communication.
 - iv. Wireless signal strength.
 - v. Operational status by: mechanism serial number, Parking Space ID, date and time. This shall include automatic health events created by meter and manually entered by PMR's maintenance activity (e.g., cleared cotton jam, cleaned meter dome, remove graffiti).

6) MMS Alarms

- a. The MMS shall log all alarms and retain information, including time of alarm, time resolved, who resolved the problem, and the action taken, including the service agent/technician number and IT trail.

- b. The MMS shall include, at a minimum, initial warning alarms and subsequent shutdown/failure alarms for the following events:
 - i. Coin collection – when physical collection occurs.
 - ii. Coin collection required – when the coin canister is almost full (level determined by Parking Services) and when the coin canister is completely full.
 - iii. Initial low battery setting has been reached.
 - iv. Battery is experiencing a fault.
 - v. Wireless communications interruption.
 - vi. Coin payment and/or card payment operation failure.
 - vii. Operating system fault.
 - viii. Any abnormal operational functions.
 - ix. Door open detection (vault and maintenance doors), if housings are fitted with appropriate sensors.
 - x. Status/record of all file transfer activities.
 - xi. Live alarm to detect communication status.
 - xii. Notice of various initialization and machine setting routines.
 - xiii. Communication failure alarm in MMS.
 - xiv. No transaction within defined timeframe.
 - xv. No coin transaction within defined timeframe.
 - xvi. No card or credit card transaction within defined timeframe.
 - xvii. MMS is “frozen” or down.
 - xviii. Server that accepts meter data, and supports the MMS, is down.
- c. The MMS shall alert Parking Services every day that the number of meters in the non-reporting meters list reaches one percent (2%) of the number of accepted meters.
- d. The MMS shall notify CITY personnel via email and text message, as determined by Parking Services.

7) Revenue Reports

- a. The MMS shall contain summary revenue reports.
- b. The MMS shall contain detail revenue reports, to the meter level.
- c. The MMS shall report revenue broken down by payment type (*i.e.*, coin, Parking Services parking card, credit card, Mobile Payments, and other forms).
- d. The MMS shall include a Transaction Detail Report that lists, for every transaction, at least the following items:

- i. Transaction ID
- ii. Transaction Date
- iii. Transaction Start Time
- iv. Transaction End Time
- v. Amount Paid
- vi. Payment Type
- vii. Parking Time Start
- viii. Amount of Parking Time Purchased.

In the case where payment is made during prepayment hours, the Time Purchased shall include only time starting at the beginning of operating hours for which payment is required. If coins are deposited during a "free" time (but not a prepayment time), this should be recorded as "no time purchased."

- e. The MMS shall, at a minimum, have the ability to generate the following (or similar) reports by date/date range:
 - i. Revenue by Parking Space ID, collection zone, maintenance route, or other geographically defined areas, e.g., Parking Management Area or Parking Management Zone.
 - ii. Payment for parking session by Parking Space ID, collection zone, maintenance route, or other geographically defined area.
 - iii. Current location of mechanism by mechanism serial number.
 - iv. Daily meter collection report with meter numbers, route numbers and amount collected by metered space.
 - v. Exception report for meters not collected.
 - vi. Revenue over a specified time period.
 - vii. Collection revenue over a specified time period.
 - viii. Number of meters and % of inventory out-of-order over a specified time period.
 - ix. Average repair time over a specified time period.
 - x. Rejected and Declined cards (e.g., credit cards, smart cards, etc.) over a specified period of time and area (e.g., collection route, maintenance route, enforcement route etc.). The report shall also be able to identify overall share of rejected/declined transactions based on card transaction counts and revenue.
- f. The MMS shall have flexibility for reporting functions, including user-generated customized reporting. To the extent that reports cannot be modified by the user to produce the necessary information contained within the MMS, CONTRACTOR shall develop and publish such reports for Parking Services at no additional cost. The time required to create a report shall not

exceed 20 business days, and reports of lower complexity shall be completed in a range of 5-10 business days. However, the final time to completion will be mutually agreed by both Parties.

- g. The MMS shall provide time and date range reporting capabilities of various payment statuses (e.g., coin revenue, credit card revenue, smart card revenue etc.), revenue collection, alarm status, operational status, current and historic meter faults.
- h. The MMS shall include a standard report showing the usage of the maintenance cards, maintenance feature that disable revenue totaling, and maintenance payments.
- i. The MMS shall include a standard report showing the number of rejected smart cards and credit cards per machine broken out by reason for rejection including at least the following four reasons:
 - i. The card is on the Hotlist
 - ii. The bank declined the charge
 - iii. A communications failure prevented an authorization from being approved, and
 - iv. The card was unreadable
- j. The MMS shall include a standard report showing revenue from each collection day to the following collection day.
- k. Parking Services shall be able to introduce new payment types (i.e., Tap and Go cards) and have them reflected in the Revenue Reports.

8) Management of Alarms

The MMS shall be configurable to send alarms to designated personnel, by email, text message, and/or voice message, if a meter has a failure. The type of notification and whether to notify shall be configurable by type of failure.

9) Meter Location Assignment in MMS

- a. The MMS shall accommodate at least twelve symbol alpha numeric format of the meter identification numbering sequences, including but not limited to meter number, parking space number (i.e., Parking Space ID), collection zone number, enforcement zone number etc. (The current format for Parking Space ID is nine characters: four alphabetic and up to five numeric; e.g., **PKGS12345**.)
- b. The MMS shall allow for assignment of meter locations in batches via CSV file.
- c. Behavior of a meter mechanism installed or replaced on the street shall be programmed automatically via a system whereby the mechanism transmits a location identifier to the MMS, and the MMS responds with the behavior parameters for that location.

10) Meter Backend Settings

- a. The following meter settings shall be programmable:
 - i. Standby mode and times
 - ii. Card payment settings
 - iii. Coin payment settings
 - iv. Screen parameters
 - v. Backlight settings
 - vi. LED settings
 - vii. Mobile Payment display settings
 - viii. Other meter settings as applicable
- b. The meter card payment system shall be programmed with a customizable time delay for the customer to cancel a transaction.
- c. The Meter shall allow programing for a configurable grace period where the specified amount of time must elapse after the time is exhausted before the meter indicates "expired." For example, if the grace period is one minute, and a customer purchases 60 minutes of parking, then at the end of the 60 minutes, the timer shall indicate zero minutes remaining for the duration of the one-minute grace period, and then the meter shall report "Expired" on the display and any other methods, such as lights, LEDs, street-facing displays, etc.

B. MMS, Meter Programming, & Data Integration Additional Requirements

1) MMS – General

- a. Date format shall be consistent throughout the entire MMS and shall be customizable by Parking Services.
- b. MMS shall include a search module that allows the user enter in a parking space identifier (*i.e.*, Parking Space ID) and date or date range to get a list of the then currently applied rates (including any special event rates) and hours of operation.
- c. CONTRACTOR shall provide and maintain for the term of the contract (at no cost to Parking Services) an SFTP site for the purpose of exchanging all XML and CSV files with Parking Services, except for incoming transaction data XML.
- d. ***Within 60 Days of the Notice to Implement this feature***, CONTRACTOR shall provide a file structure in the SFTP site as specified by Parking Services.
- e. MMS shall be able to transmit Mobile Payment status to the meter.
- f. The MMS shall allow Parking Services to create ad-hoc reports combining user-defined and standard variables.

- g. CONTRACTOR shall develop (at no additional cost) up to 25 custom reports for the term of the contract.
- h. The MMS shall be able to interchange data with other vendors of parking solutions, such as parking guidance, mobile payments, enforcement, and financial reporting systems.

2) Meter Behavior Programming

- a. The MMS shall accept meter programming in at least two different ways:
 - i. Manually, via web user interface in the MMS or mobile MMS.
 - ii. Automatically, via XML or CSV file deposited in CONTRACTOR's SFTP site, per the specifications in Attachments 1-4.
- b. The specifications for all meter programming as listed in this document and in reference documents may be reasonably modified with the mutual agreement of both parties.
- c. The MMS shall allow Parking Services to determine which variables related to a metered space may be edited via XML, CSV or web user interface.
- d. The Meters shall accept programming for subsets of the rules required in section III.B.2.c and as described in Example III.B.2.c.

Example III.B.2.c

Rule Type	Overall Behavior	Rule	Specific Behavior
FREE	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped. Time limit is 0.	FREE1, FREE2, FREE3	Meter displays one of three possible pre-defined FREE messages
PREPAY	Meter accepts payment before the beginning of operating hours, for the first hour of operating hours.	PREPAY1, PREPAY2	Meter displays one of two possible pre-defined PREPAY messages
RATE	Meter accepts payment and credits time based on programmed rate for specified hours of the day.	RATE00.00, RATE00.05,... RATE18.00	Meter charges specified rate during specified hours
TOW (no parking)	Meter has no rate assigned, does not accept card payment, and does not give time if a coin is dropped	TOW1, TOW2, TOW3	Meter displays one of three possible pre-defined TOW messages
TIME LIMIT	Meter has time limit assigned so that the amount of time a Customer can purchase is restricted for specified hours of the day.	TL0010, TL0015, ... TL1440	Meter restricts purchase to specified time limit during specified hours.

- e. The MMS shall accept programming for a set of general business rules that govern the specific rules listed in requirement III.B.2 as defined by Parking Services during the development and testing phase, and as listed in Example III.B.2.d.

Example III.B.2.d

Sample general business rules to be programmed into MMS:

- Time periods programmed with behaviors FREE, PREPAY, RATE, and TOW have to be mutually exclusive; i.e. no period of day may not have two of these rules assigned at the same time
 - Time periods programmed with behaviors PREPAY may only precede time slots programmed with rule type RATE.
 - Time periods programmed for FREE or TOW may not have time limits assigned to them
 - Time limits apply only to time slots programmed with RATES.
- f. Parking Services shall be able to program RULE TYPE "RATE" with a rate = \$0.00 (different than RULE TYPE "FREE"). When RULE TYPE "RATE" = \$0.00, meter behaves the same as RULE TYPE "FREE", but displays the information differently, as illustrated in Example III.B.2.e.

Example III.B.2.e

In addition to:

Meter programming: ... 7:00am – 12:00pm: RULE TYPE = RATE; RATE = \$1.50/hr 12:00pm – 2:00pm: RULE TYPE = FREE 2:00pm – 3:00pm: RULE TYPE = RATE; RATE = \$2.00/hr ...	Meter screen: PKGS1250 EXPIRED – MAX 30 min ENFORCED MON-SUN 7:00am – 12:00pm: \$1.50/hr 12:00pm – 2:00pm: FREE 2:00pm – 3:00pm: \$2.00/hr MORE ↓
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User shall be able to program:

Meter programming: MON-SUN 4:30am – 7:00am: RULE TYPE = PREPAY 7:00am – 12:00pm: RULE TYPE = RATE; RATE = \$1.50/hr 12:00pm – 2:00pm: RULE TYPE = RATE; RATE = \$0.00/hr 2:00pm – 3:00pm: RULE TYPE = RATE; RATE = \$2.00/hr 3:00pm – 11:00pm: RULE TYPE = RATE; RATE = \$0.25/hr MAX TIME = 30 min	Meter screen: PKGS1250 EXPIRED – MAX 30 min ENFORCED MON-SUN 7:00am – 12:00pm: \$1.50/hr 12:00pm – 2:00pm: FREE 2:00pm – 3:00pm: \$2.00/hr MORE ↓
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- g. As illustrated in Example III.B.2.f, meters shall accept programming of time limits independent of rates.

Example III.B.2.f

User shall be able to program meter as follows:

FROM TIME	TO TIME	RULE	BEHAVIOR
9:00 am	12:00 pm	RATE2.00	Meter charges \$2.00/hr from 9:00 am to 12:00 pm
12:00 pm	3:00 pm	RATE3.00	Meter charges \$3.00/hr from 12:00 pm to 3:00 pm
3:00 pm	7:00 pm	RATE2.50	Meter charges \$2.50/hr from 3:00 pm to 7:00 pm
7:00 pm	11:00 pm	RATE0.25	Meter charges \$0.25/hr from 7:00 pm to 11:00 pm
9:00 am	5:00 pm	TL0120	Meter limits parking to 120 minutes from 9:00 am to 5:00 pm
5:00 pm	11:00 pm	TL0240	Meter limits parking to 240 minutes from 5:00 pm to 11:00 pm

- g. ***Within 90 Days of the Notice to Implement this feature***, the user shall be able to program and re-program meters in batches, whether or not the original programming within the selected batch was the same, and without affecting other parameters of the original meter Behavior, as illustrated in Example III.B.2.g. Upon request by Parking Services, this capability shall be developed by CONTRACTOR within 90 days of receipt of final specification.

Example III.B.2.g

Scenario: Meters in Sacramento's Old Sacramento and Midtown neighborhoods are currently in effect Mon-Sun until 8:00 pm and Mon-Sat until 6:00 pm respectively. Parking Services plans to conduct a pilot project of extending the hours of operations of the meters in both neighborhoods until 10:00 pm. The user shall be able to select all meters in both neighborhoods and change only the end time of operating hours, so that in Old Sacramento, meters operate Mon-Sun until 10:00 pm, and in Midtown, meters operate Mon-Sat until 10:00 pm.

- h. If the programming parameters of any given meter shall be grouped in the MMS into a Configuration and assigned a name, then the name of the Configuration shall automatically reflect the actual parameters that make up the Configuration as well and an identifier that describes the geographic location where the Configuration is in effect, in a format mutually agreed upon by CONTRACTOR and Parking Services during the development and testing phase. Parking Services' goal with this requirement is to prevent discrepancies between the name of a Configuration and the actual parameters contained therein. This requirement is illustrated in Example III.B.2.h.

Example III.B.2.h

If meters on the 200 block of North Point St. (Block ID = 58502, provided by Parking Services) are programmed with the parameters described below:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mon-Fri	FREE				PREPAY				RATE 3.50			RATE 3.75			RATE 4.00			RATE 0.25			FREE					
	TL = 120 min												TL = 240 min													
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Sat	FREE				PREPAY				RATE 0.25												FREE					
	TL = 120 min												TL = 240 min													
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Sun	FREE				PREPAY				RATE 0.25			RATE 0.25			FREE											
	TL = 240 min																									

The parameters shall be grouped into a Configuration, and the name of the Configuration shall be generated automatically and shall reflect the location where it is assigned as well as the parameters contained therein. For example:

58502 MF:0430,PP,0900,TL0120,R3.50,1200,R3.75,1500,R4.00,1800,TL0240,R0.25,2200
 Sa:0430,PP,0900,TL0120,R0.25,1800,TL0240,R0.25,2200
 Su:0430,PP,1200,TL0240,R0.25,2200

where the first line of parameters reads:

Monday through Friday, 4:30 start prepay; 9:00 start time limit 120 minutes rate 3.50; 12:00 start rate 3.75; 15:00 start rate 4.00; 18:00 start time limit 240 minutes rate 0.25; 22:00 end

And so on.

- i. The meter shall never allow a Customer to purchase time in excess of the following, whichever is smallest, as illustrated in Example III.B.2.i:
 - i. The total number of operating hours for the day (i.e. if meter operates from 9am to 6pm, the maximum number of hours a Customer can purchase is 9, and only if the time limit is "no limit").
 - ii. The total number of hours left in the operating hours at the time the Customer conducts the transaction.
 - iii. The maximum number of continuous operating hours from the time of payment excluding TOW periods.
 - iv. The time limit programmed in the meter

Example III.B.2.i

The scenarios described below illustrate the maximum number of hours a Customer can purchase in each case:

Meter Programming	Maximum No. Hours Customer Can Purchase
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 1440 min	9 hours (from 9:00am to 6:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 1440 min Customer arrives at noon	6 hours (from 12:00pm to 6:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 4:00pm: RATE = \$2.00/hr 4:00pm – 6:00pm: TOW 6:00pm – 7:00pm: RATE = \$2.00/hr 7:00pm – 12:00am: FREE MAX TIME = 1440 min	7 hours (from 9:00am to 4:00pm)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 6:00pm: RATE = \$2.00/hr MAX TIME = 240 min	4 hours (= programmed time limit)
12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 12:00pm: RATE = \$2.00/hr 12:00pm – 2:00pm: RATE = \$3.00/hr 2:00pm – 6:00pm: RATE = \$2.50/hr 6:00pm – 12:00am: FREE MAX TIME = 1440 min	9 hours (from 9:00am to 6:00pm)

- j. Meters shall accept programming for a minimum of 12 unique time slots within a 24-hr period between 0:00:00 and 24:00:00 hours, each with its own

rule, as illustrated in Example III.B.2.j. Meters shall also be capable of displaying all time slots on the screen at any time of the day (see Section requirement III.B.5 – SCREEN PROGRAMMING).

Example III.B.2.j

Time Slot	Days	Time Start	Time end	Rule Type	Corresponding Behavior
1	Mon-Fri	00:00:00	02:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
2	Mon-Fri	02:00:00	04:30:00	FREE	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays "FREE UNTIL X" where X is the TIME SLOT START for the first hour with a rate assigned
3	Mon-Fri	04:30:00	07:00:00	PREPAY	Meter displays "FREE UNTIL X" If payment is made, meter credits time starting at 07:00:00
4	Mon-Fri	07:00:00	10:00:00	RATE_1.50	Meter has \$1.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
5	Mon-Fri	10:00:00	12:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
6	Mon-Fri	12:00:00	15:00:00	RATE_2.00	Meter has \$2.00 rate assigned Meter displays hours and rates or other rules for all non-free time slots
7	Mon-Fri	15:00:00	16:00:00	RATE_2.50	Meter has \$2.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
8	Mon-Fri	16:00:00	18:00:00	TOW	Meter has no rate assigned, does not accept card payment, and does not display time purchased if a coin is dropped Meter displays TOW message
9	Mon-Fri	18:00:00	19:00:00	RATE_2.50	Meter has \$2.50 rate assigned Meter displays hours and rates or other rules for all non-free time slots
10	Mon-Fri	19:00:00	22:00:00	RATE_6.00	Meter has \$6.00 rate assigned Meter displays hours and rates or other rules for all non-free time slots
11	Mon-Fri	22:00:00	23:00:00	RATE_0.25	Meter has \$0.25 rate assigned Meter displays hours and rates or other rules for all non-free time slots
12	Mon-Fri	23:00:00	24:00:00	FREE	Meter has no rate assigned, does not accept card payment, and does not give time purchased if a coin is dropped Meter displays "FREE"

- k. Meters shall accept programming for time slots as small as ¼ of an hour.
- l. Meters shall accept programming for up to four different types of days within a week, where each day type contains a unique set of time slot + rule combination, as illustrated in Example III.B.2.i.

Example III.B.2.i

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mo,Fr	FREE				PREPAY				RATE_3.00			RATE_3.25			RATE_3.50			RATE_0.25			FREE				
Type 1									TL = 120 min						TL = 240 min										
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Tu,We,Th	FREE				PREPAY				RATE_3.50			RATE_3.75			RATE_4.00			RATE_0.25			FREE				
Type 2									TL = 120 min						TL = 240 min										
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sa	FREE				PREPAY				RATE_0.25												FREE				
Type 3									TL = 120 min						TL = 240 min										
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Su	FREE				PREPAY				RATE_0.25						FREE										
Type 4									TL = 240 min																

- m. Parking Services shall be able to program rates in \$0.05 increments.
- n. If a meter is programmed with two different rates in adjacent time slots and a Customer pays for time starting in one time slot and ending in the next, the meter shall prorate the amount charged within each time slot for the time purchased, as illustrated in Example III.B.2.n.

Example III.B.2.n

Scenario: Meter is programmed with different rates at different times as described below:

<p>MON-SAT 12:00am – 4:30am: FREE 4:30am – 9:00am: PREPAY 9:00am – 12:00pm: RATE = \$2.00/hr 12:00pm – 2:00pm: RATE = \$3.00/hr 2:00pm – 6:00pm: RATE = \$2.50/hr 6:00pm – 12:00am: FREE MAX TIME = 1440 min</p>	<p>SUN 12:00am – 12:00am: FREE</p>
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A Customer arrives on Tuesday at 11:30 am and wishes to stay until 2:00 pm. The meter shall charge:

Thirty minutes (11:30-12:00)@*\$2.00/hr + Two hours (12:00-14:00)@*\$3.00/hr =
\$1.00 + \$6.00 = \$7.00

- o. When programming meters via the web user interface, Parking Services shall be able to set the effective time and date when the new meter Behavior takes effect.
- p. At any given time, meters shall behave in accordance with programmed meter Behavior parameters until such time as a new set of parameters becomes effective.

3) Initial Meter Behavior Programming

- a. Following the programming development and testing phase and upon implementation of the required Parking Services elements to support this functionality, the MMS shall support automatic initial programming of any new set of metered spaces at any time via XML files and CSV tables deposited in CONTRACTOR's SFTP site. The programming of any new set of metered spaces will generally consist of up to four files submitted to CONTRACTOR simultaneously or successively at short intervals as listed below:
 - i. Parking Space Inventory XML file, as specified in Attachment 1
 - ii. Operating Schedule XML file, as specified in Attachment 2
 - iii. Price Schedule XML file, as specified in Attachment 3
 - iv. Special event pricing and regulation XML file, as specified in Attachment 4
- b. Parking Services will require initial programming of meters via XML file as follows:

- i. After Notice to Proceed, and following the programming development and testing phase: existing metered spaces, phased in minimum batches of 100, with the specific schedule to be agreed upon between Parking Services and CONTRACTOR during contract negotiations
 - ii. Whenever newly-metered spaces are legislated in future, as needed.
 - iii. Whenever individual meters are added to already-metered blocks, as needed.
- c. Any number of metered spaces submitted for programming by 11:59:59 PM any day shall be programmed into the system no later than 6:00 AM three business days later; *i.e.*, metered spaces submitted by 11:59:59 PM Monday shall be programmed into the system no later than 6:00 AM Thursday, and so on, barring holidays.
- d. Following meter programming, at Parking Services' discretion, CONTRACTOR shall:
- i. Provide a reconciliation XML file for verification in accordance with the specification in Attachment 7
 - ii. Set the programmed metered spaces to "Active" so that they are ready to go live on the street.

4) Meter Programming Reconciliation

- a. Following initial programming or re-programming of any batch of meters, at Parking Services' request, CONTRACTOR shall issue an XML file in accordance with Attachment 7, "Reconciliation XML specification," and deposit it in CONTRACTOR's SFTP site for pickup by Parking Services.
- b. ***Within 90 Days of the Notice to Implement this feature,*** the MMS shall allow Parking Services to select any subset of meters using any combination of standard and user-defined filters and an effective date, and generate an XML file as specified in Attachment 7, "Reconciliation XML specification," and deposit it in CONTRACTOR's SFTP site for pickup by Parking Services.
- c. The MMS shall issue a reconciliation XML file containing the entire Parking Meter Space inventory and associated Descriptive Variables (both user-defined and standard) per the specification in Attachment 7 to the SFTP site for pickup by Parking Services. Parking Services will use the reconciliation XML to routinely compare the attributes of metered spaces in the Parking Services' and CONTRACTOR databases for the purpose of verifying programming and correcting any discrepancies that may arise.

5) Screen Programming

- a. Screens shall be able to communicate rates and regulations for every time slot programmed in the meter, each time slot in one line, so that a Customer arriving at any time of the day when the meter is on can see all the time slots and related rates and regulations for that day.

- b. If meter requires more than one screen to display all time slots and rates for one day, then City shall be able to program lines that repeat across all screens and lines that change from screen to screen.
- c. MMS shall communicate the programming illustrated in example III.B.5.c, reflecting requirements 3.a and 3.b above:

Example III.B.5.c

Meter programming scenario:

Parking Space ID = PKGS12345
 MON-FRI
 12:00am – 7:00am: RULE TYPE = FREE
 7:00am – 9:00am: RULE TYPE = TOW
 9:00am – 12:00pm: RULE TYPE = RATE; RATE = \$1.00/hr
 12:00pm – 3:00pm: RULE TYPE = RATE; RATE = \$3.00/hr
 3:00pm – 4:00pm: RULE TYPE = RATE; RATE = \$2.00/hr
 4:00pm – 6:00pm: RULE TYPE = TOW
 6:00pm – 7:00pm: RULE TYPE = RATE; RATE = \$2.00/hr
 7:00pm – 9:00pm: RULE TYPE = RATE; RATE = \$0.50/hr
 9:00pm – 11:00pm: RULE TYPE = RATE; RATE = \$0.25/hr
 11:00pm – 12:00am: RULE TYPE = FREE
 MAX TIME = 240 min

SAT-SUN
 12:00am – 6:00 am: RULE TYPE = FREE
 6:00am – 7:00am: RULE TYPE = PREPAY
 7:00am – 12:00pm: RULE TYPE = RATE; RATE = \$2.00/hr
 12:00pm – 3:00pm: RULE TYPE = RATE; RATE = \$3.00/hr
 3:00pm – 7:00pm: RULE TYPE = RATE; RATE = \$2.00/hr
 7:00pm – 11:00pm: RULE TYPE = RATE; RATE = \$0.25/hr
 11:00pm – 12:00am: RULE TYPE = FREE
 MAX TIME = 1440 min

A customer arriving 7:30 am Tuesday might see four rotating screens:

PKGS1250 EXPIRED – MAX 4 hr ENFORCED MON-SUN 7:00am – 9:00am TOW ***DO NOT PARK*** 17 July 2012, 7:30 am MORE ↓
PKGS1250 EXPIRED – MAX 4 hr ENFORCED MON-SUN 7:00am – 9:00am: TOW 9:00am – 12:00pm: \$1.00/hr 12:00pm – 3:00pm: \$3.00/hr 17 July 2012, 7:30 am MORE ↓
PKGS1250 EXPIRED – MAX 4 hr ENFORCED MON-SUN 3:00pm – 4:00pm: \$2.00/hr 4:00pm – 6:00pm: TOW 6:00pm – 7:00pm: \$2.00/hr 17 July 2012, 7:30 am MORE ↓
PKGS1250 EXPIRED – MAX 4 hr ENFORCED MON-SUN 7:00pm – 9:00pm: \$0.50/hr 9:00pm – 11:00pm: \$0.25/hr 17 July 2012, 7:30 am

- d. **Within 90 Days of the Notice to Implement this feature**, all messages on meter screens, including messages related to special programming, shall be based on pre-defined variables, as illustrated in Example III.B.5.d.
- e. User shall be able to program Descriptive Variables, whether standard or user-defined, into meter screens, as illustrated in Example III.B.5.e.
- f. **Within 120 Days of the Notice to Implement this feature**, the screen editor shall be independent of the rate and tariff editors, so that messages are uniform across all meter programming, as illustrated in Example III.B.5.f.

Example III.B.5.d/III.B.5.e/III.B.5.f [refers to all three requirements above]

User shall be able to introduce user-defined variables (such as Parking Space ID in example below) into the screens.

User shall be able to pre-define all variables used on screens, so that changing a global message on all screens of all meters requires only changing a single variable.

```
[Parking Space ID] [EXP1] – [TL_TXT] [TL1]
[ENF_TXT] [DAYF]-[DAYL]
[TS1_ST] – [TS1_END]: [RATE_1.50]
[TS2_ST] – [TS2_END]: [RATE_2.00]
[TS3_ST] – [TS3_END]: [RATE_3.00]
[DAY], [TIME]
[SCRL_TXT]
```

Results in:

```
PKGS12345 EXPIRED – MAX 30 min
ENFORCED MON-SUN
7:00am – 12:00pm: $1.50/hr
12:00pm – 3:00pm: $2.00/hr
3:00pm – 6:00pm: $3.00/hr
6 July 2012, 5:22 pm
MORE ↓
```

Where:

VAR NAME	VAR VALUE	SOURCE
PSID	Parking Space ID	User-defined variable stored in MMS
EXP_TXT	"EXPIRED"	User-defined variable with text content; tied to meter status (meter not paid)
TL_TXT	"MAX"	User-defined variable with text content
ENF_TXT	"ENFORCED"	User-defined variable with text content
DAYF	First day of week meter is enforced	Meter behavior programming
DAYL	Last day of week meter is enforced	Meter behavior programming
TSX_ST	Time slot X start time	Meter behavior programming
TSX_END	Time slot X end time	Meter behavior programming
RATE_1.50	RATE = \$1.50/hr	Meter behavior programming
...		
DAY	CURRENT DAY	MMS/meter clock
TIME	CURRENT TIME	MMS/meter clock
SCRL_TXT	"MORE ↓"	User-defined variable with text content

If user wishes to change "ENFORCED" to "IN EFFECT" in all meter screens, all he/she needs to do is change the value of variable ENF_TXT from "ENFORCED" to "IN EFFECT", and that will update every screen where variable ENF_TXT is called.

- g. User shall be able to set default formats for displaying rates, times, time limits and other information on the screens, as illustrated in Example III.B.5.g.

Example III.B.5.g

DEFAULT SCREEN TEXT FORMATS:

Rates format:

<input checked="" type="radio"/> \$XXX/hr
<input type="radio"/> \$XXX per hour
<input type="radio"/> \$XXX / hr
<input type="radio"/> \$XXX / hour
...

Time Slot Format:

<input type="radio"/> XXam-XXam:
<input checked="" type="radio"/> XX am - XX am:
<input type="radio"/> XX:XXam-XX:XXam:
<input type="radio"/> XX:XX am - XX:XX am:
<input type="radio"/> XX:XX am to XX:XX am:
...

Time Line Format:

(Whole Hour)

<input type="radio"/> X hr max
<input checked="" type="radio"/> MAX X hr
<input type="radio"/> X HR MAX
<input type="radio"/> TIME LIMIT X hr
<input type="radio"/> X hr limit
...

Time Line Format:

(Partial Hour)

<input type="radio"/> X min max
<input checked="" type="radio"/> MAX X min
<input type="radio"/> X MIN MAX
<input type="radio"/> TIME LIMIT X min
<input type="radio"/> X min limit
<input type="radio"/> X/X hr max
...

6) MMS Customization

- a. The MMS shall allow for Parking Services or its designee a mechanism to prevent any number of credit cards or smart cards from being accepted, also known as a Hotlist. Any card on the Hotlist shall be denied at the meter, and "INVALID CARD" shall be displayed on the screen.
- b. **Within 90 Days of the Notice to Implement this feature**, the MMS shall allow Parking Services to choose custom descriptors for standard variables routinely supported by the MMS in a master file or master page. Once saved, custom descriptors shall propagate throughout the MMS where the standard descriptors once appeared, as illustrated in Example III.B.6.b.

Example III.B.6.b

Master list of descriptors:

STANDARD DESCRIPTOR	DESCRIPTION	CUSTOM DESCRIPTOR (chosen by Parking Services)
Space	Parking space identifier	ParkingSpacelD
Area Name	Name of street where pole is located	Street
...

Then:

ORIGINAL PAGE NAME	NEW PAGE NAME
Find Space	Find ParkingSpacelD
Inactive Spaces	Inactive ParkingSpacelDs
Manage Spaces	Manage ParkingSpacelDs
Space Transaction Detail	ParkingSpacelD Transaction Detail
Manage Areas	Manage Streets

And a report with the following original column headings:

Zone	Area	Pole
------	------	------

Shall have custom column headings:

Zone	Street	ParkingSpacelD
------	--------	----------------

- c. Within 90 Days of the Notice to Implement this feature**, in addition to CONTRACTOR-defined variables typically supported by the MMS, the MMS shall be capable of storing variables defined by Parking Services, as described in Table III.B.6.c and in Attachment 6.

Table III.B.6.c

Variable Name	Type/Size	Sample	Description
PARKING_RECORD_ID	number	100281	This is a surrogate ID automatically generated by Parking Services when a parking space is added to the database
JURISDICTION	varchar2(5)	CITY	Entity with jurisdiction over metered space
RATE_AREA	varchar2(10)	Area 1	Corresponds to regulations that applied to specific groups of metered spaces, such as metered hours and rates
AREA_TYPE	varchar2(10)		For future expansion, to identify the type of named rate area.
STREET_BLOCK	varchar2(35)	L ST 100	Street name + street type + block number where metered space is located.
STR_NUM_PARITY	varchar2(4)	Even	Odd or even side of the street, based on street addresses.
ON_OFFSTREET_TYPE	varchar2(3)	ON	Describes whether the metered space is on street or off street.
CURB_COLOR	varchar2(10)	Grey	For future use
DOME_COLOR	varchar2(10)	Grey	For future use
SPACE_TYPE	varchar2(20)	GMP	Describes the type of metered space (GMP, GMP-ST, ML (meter loading), MTL (meter truck loading), MC (motorcycle), TOUR BUS, BOAT TRAILER); related to CAP_COLOR above
ACTIVE_METER_FLAG	char(1)	M	Describes meter status (metered, temporarily removed, legislated but not yet installed, etc).
PMR_ROUTE	varchar2(10)	J-2	Parking Meter Repairer (maintenance) route.
COLLECTION_ROUTE	varchar2(10)	411	Describes coin collection route.
COLLECTION_SUBROUTE	varchar2(10)	411.52	Describes coin collection subroute.
PEO_BEAT	varchar2(7)	109A	Describes enforcement beats for Sacramento's Parking Enforcement Officers (PEOs).
TOW_FLAG	char(1)	Y	Y/N indicates metered space has a TOW schedule.
PAX_FLAG	char(1)	Y	Y/N indicates metered space has Passenger Loading hours.
COMMERCIAL_FLAG	char(1)	Y	Y/N indicates metered space has commercial loading hours.

- d. **Within 90 Days of the Notice to Implement this feature**, the MMS shall be able to store **ten** additional user-defined variables (empty1, empty2, etc.). Parking Services shall be able to designate these variables on as needed basis.

- e. The MMS shall store the equivalent of the parameters contained in Parking Services' operating schedule as defined in Attachment 2 – *OUTGOING Operating Schedule XML specification*, and as listed below:
 - i. Days of week
 - ii. Prepayment time
 - iii. Start time
 - iv. End time
 - v. Time limit
- f. The MMS shall allow Parking Services to pre-load allowable values for Sacramento street names and types (i.e. street, avenue, boulevard, etc) so that only existing names and types can be entered in the street data field.
- g. ***Within 90 Days of the Notice to Implement this feature***, the MMS shall accept content provided by Parking Services via XML file to populate user-defined variables as well as standard variables as described in Attachment 1 – *OUTGOING Parking Space Inventory XML specification*.
- h. ***Within 90 Days of the Notice to Implement this feature***, alternatively, the MMS shall accept content provided by Parking Services in CSV format to be uploaded to the MMS to populate user-defined variables as well as standard variables.
- i. The MMS shall be able to export content into XML files as specified in Attachment 6 – *INCOMING Parking Space Inventory XML specification* and Attachment 7 – *INCOMING Reconciliation XML specification* on demand, for any meter or set of meters selected by the user.
- j. ***Within 60 Days of the Notice to Implement this feature***, the MMS shall support expansion of the number of characters in both standard and user-defined variables, up to the limit as defined by the host computer's operating system and database.
- k. ***Within 90 Days of the Notice to Implement this feature***, user-defined variables shall consist of attributes of metered spaces only and shall not affect meter Behavior; however, MMS shall allow Parking Services to filter by user-defined variables for grouping meters for the purpose of batch editing meter Behavior, as illustrated in Example III.B.6.k.

Example III.B.6.k

Scenario: Parking Services currently has GMP meters that have 1-hr and 2-hr time limits, but may have different operating hours or regulations (e.g. some may have a TOW restriction in the morning whereas others do not). Parking Services wishes to change the time limit in all 1-hr GMP meters to 2 hrs. The user shall be able to select all meters where SPACE_TYPE = GMP and MAX_TIME = 1 hr and assign a 2-hr time limit to all of them at once.

- i. ***Within 120 Days of the Notice to Implement this feature***, the MMS shall support the addition of any subset of the user-defined variables as columns to standard reports to create ad-hoc reports that combine user-defined and standard variables, as illustrated in Example III.B.6.i.

Example III.B.6.I

Scenario: User wishes to insert additional information into the standard Meter Faults report for the purpose of assigning PMRs to maintenance shifts in the Capitol area, and to optimize maintenance routes by having PMRs walk one side of the street first, then the other.

Sample standard Meter Faults report columns:

Area	Street	PSID	Fault	Date
------	--------	------	-------	------

Standard Meter Faults report with user-defined columns, filters, and sorts added:

Area [Filter 1: Capitol]	PMR Route [Sort 1: ascending]	Street	Street and Block [Sort 3: ascending]	Side [Sort 2: ascending]	PSID	Fault	Date
--------------------------------	-------------------------------------	--------	--	--------------------------------	------	-------	------

- m. The MMS shall support filtering and sorting based on user-defined variables as well as standard variables for programming, reporting, or other purposes.
- n. The MMS shall support exporting daily meter revenue CSV file as defined in Attachment 9.
- o. The MMS shall support exporting daily meter maintenance CSV file as defined in Attachments 10 and 11.

7) **Inventory and Asset Management Reports**
Within 90 Days of the Notice to Implement this feature,

- a. The MMS shall support a Parking Space Inventory Report that describes meter Behavior for every time slot of each day, as illustrated in Example III.B.7.a.

Example III.B.7.a – Parking Space Inventory Report

	Street and Block	Parking Space ID	Space Color	Days	From	To	Free	Prepay	Tow	Rate	Time Limit
1	05TH ST 600	PKGS6621	Green	Mo,Tu,We,Th,Fr	12:00	8:00	X				
2					8:00	9:00		X			
3					9:00	3:00				\$2.25	15
4					3:00	6:00				\$2.00	15
5					6:00	12:00	X				
6				Sa	12:00	8:00	X				
7					8:00	9:00		X			
8					9:00	12:00				\$1.50	15
9					12:00	3:00				\$2.00	15
10					3:00	6:00				\$1.75	15
11					6:00	12:00	X				
12				Su	12:00	12:00	X				
13	F ST 300	PKGS3121	Gray	Mo,Tu,We,Th,Fr	12:00	6:00	X				
14					6:00	7:00		X			
15					7:00	6:00				\$3.00	30
16				6:00	12:00	X					
17				Sa	12:00	6:00	X				
18					6:00	7:00		X			
19					7:00	6:00				\$3.00	30
20				6:00	12:00	X					
21	Su	12:00	12:00	X							
22	03RD ST 300	PKGS3090	Gray	Mo,Tu,We,Th,Fr	12:00	7:00	X				
23					7:00	9:00			X		
24					9:00	12:00				\$1.00	no
25					12:00	3:00				\$2.00	no
26					3:00	4:00				\$2.50	no
27				4:00	7:00					X	
28				7:00	12:00	X					
29				Sa	12:00	6:00	X				
30					6:00	7:00		X			
31					7:00	12:00				\$0.50	no
32					12:00	3:00				\$2.00	no
33					3:00	6:00				\$2.25	no
34				6:00	12:00	X					
35	Su	12:00	12:00	X							

- b. The Parking Space Inventory Report in the MMS shall allow customization by removal and addition of columns containing both standard and user-defined variables, as illustrated in Example III.B.7.b.

Example III.B.7.b – Customized Parking Space Inventory Report

The report below has the following differences as compared with the original report:

- Columns “Free” and “Prepay” have been removed, along with the associated time slots (rows).
- Column “Space Color” has been removed.
- Columns “Space Type” and “Meter Type” have been added.

	Street and Block	Meter Type	Parking Space ID	Space Type	Days	From	To	Tow	Rate	Time Limit
1	05TH ST 600	SS	PKGS 6621	GMP-ST	Mo,Tu,We,Th,Fr	9:00 AM	3:00 PM		\$2.25	15 min
2						3:00 PM	6:00 PM		\$2.00	15 min
3					Sa	9:00 AM	12:00		\$1.50	15 min
4						12:00 PM	3:00 PM		\$2.00	15 min
5						3:00 PM	6:00 PM		\$1.75	15 min
6	TOWNSEND ST 300	SS	PKGS 3121	ML	Mo,Tu,We,Th,Fr	7:00 AM	6:00 PM		\$3.00	30 min
7					Sa	7:00 AM	6:00 PM		\$3.00	30 min
8	03RD ST 300	SS	PKGS 3090	GMP	Mo,Tu,We,Th,Fr	7:00 AM	9:00 AM	X		
9						9:00 AM	12:00		\$1.00	no limit
10						12:00 PM	3:00 PM		\$2.00	no limit
11						3:00 PM	4:00 PM		\$2.50	no limit
12				4:00 PM	7:00 PM	X				
13				Sa	7:00 AM	12:00		\$0.50	no limit	
14					12:00 PM	3:00 PM		\$2.00	no limit	
15					3:00 PM	6:00 PM		\$2.25	no limit	

- c. The MMS shall include reports that track meter Behavior changes, and historic parameters shall be archived in a manner that they are searchable, as illustrated in Example III.B.7.c.

Example III.B.7.c

Scenario: The user wishes to find out how the meter with ID 03100 was programmed on 6/12/12. He/she shall be able to enter these two parameters and search an archive, and see a report similar to the one below:

Date: 6/12/12

	Street and Block	Parking Space ID	Zone Color	Days	From	To	Free	Prepa y	To w	Rate	Time Limit	
1	FOLSOM	PKGS31	Gray	Mo,Tu,We, Th,Fr	12:00	8:00	X					
2	BL 300	00	Gray		8:00	9:00		X				
3					9:00	3:00				\$2.25	4 hr	
4					3:00	6:00				\$2.00	4 hr	
5					6:00	12:00	X					
6				Sa	12:00	8:00	X					
7	8:00	9:00			X							
8	9:00	12:00					\$1.50	4 hr				
9	12:00	3:00					\$2.00	4 hr				
10	3:00	6:00					\$1.75	4 hr				
11				Su	6:00	12:00	X					
12					12:00	12:00	X					

8) Faults and Maintenance

- a. The MMS shall include a maintenance management module that records meter and repair activity using automatically generated and manually entered faults and maintenance events.
- b. The module shall support reporting of parking meter repair activity (PMR) including by not limited to employee name, date range, fault characteristic, area etc.
- c. **Within 120 Days of the Notice to Implement this feature**, the MMS shall allow for import of data in batch files. For example, when reconfiguring the hours of operation on 100 meters, the end user should be able to upload that data in batches. Including but limited the following data sources: XML, Excel, CSV etc.

9) Revenue Reports

Within 90 Days of the Notice to Implement this feature:

- a. The MMS shall allow Parking Services to add user-defined variables to revenue reports, and to filter or sort reports based on user-defined variables as well as standard variables.
- b. The MMS shall allow Parking Services to perform non-standard calculations in revenue reports. Parking Services will define and approve the definition of the data in terms of its format, validation and semantics. In the case of calculated fields, CITY shall define and approve the definition of the mechanism by which the data is derived, the sources of data employed in the calculation and the circumstances of data selection.

10) Mobile Payment Transaction Reports

The MMS shall include a report searchable by date range that lists the following information:

- a. Parking Space ID.
- b. Date/time of receipt of Mobile Payment transaction by the MMS.
- c. Transaction amount.
- d. Time purchased.
- e. Date/time of receipt of Mobile Payment transaction by the Meter.
- f. Transmission status (successful, pending, failed).

11) Data Integration

- a. MMS shall be able to submit all the payment (coin, credit card, smart card Mobile Payment, etc.) and maintenance alerts data via XML format described in the Attachments 5 and 8 within 10 seconds after receiving the data from the meters. If the transfer system is "down," the data shall be queued until the system is working again.
- b. The MMS shall support the ability to deliver usage and status data to Parking Services in a batched manner (at the end of the operating day or as designated by Parking Services). If the transfer system is "down," the data shall be queued until the system is working again.
- c. CONTRACTOR shall enter the programming development and testing phase where CONTRACTOR shall work closely with Parking Services to develop and test its ability to accept XML and CSV files as specified in Attachments 1-11, and conduct the necessary programming specified therein within the required timelines. This will not necessarily be completed by the time the meters "go live," but will be under direction of Parking Services, at the point where Parking Services issues the *Notice To Proceed*. CONTRACTOR shall queue (store) all data from the point where the meters go live until Parking Services has accepted the transfer protocol. CONTRACTOR should also note that the file formats described in Attachments 1-11 are tentative until *Notice To Proceed*. Any changes after that point will be managed through industry "best practices" change control.
- d. The frequencies of transmission for each file described in the Schedule of Attachments Table shall be mutually independent; i.e. if an Operating Schedule XML file is submitted today for re-programming of a batch of 1000 meters, this does not prevent the submission of a Price Schedule XML file for the re-programming of the same 1000 meters two weeks from today.
- e. In cases where CONTRACTOR's system has a standard variable equivalent to a variable in Parking Services' system but named differently, CONTRACTOR shall be responsible for translating the variable in all its communications with Parking Services.
- f. CONTRACTOR shall be required to translate system variables from default names to Parking Services-specific names. Table III.B.11.f below provides examples of needed translations: Exhibit A, Page 59

Table III.B.11.f

Variable Name	Type/Size	Example	Description
Parking Space ID	varchar2(12)	PKGS11041	Identifies metered parking space.
STREET_NAME	varchar2(30)	L ST	Street name and street type (ST, BLVD, etc)
LATITUDE	number	37.7768342	Together with LONGITUDE, describes geographic location of metered space.
LONGITUDE	number	-122.423847	Together with LATITUDE describes geographic location of metered space.
PM_DISTRICT_NAME	varchar2(20)	Downtown	Parking Management District - a geographic unit for grouping metered spaces.

- g. In the cases where CONTRACTOR's system cannot store a variable in the exact same format as submitted by Parking Services, CONTRACTOR shall develop the ability to translate Parking Services' data to fit within the equivalent in its system, as illustrated in Example III.B.11.g. Furthermore, CONTRACTOR shall translate content both when its system receives OUTGOING XML files from Parking Services and when its system issues INCOMING XML files to Parking Services.

Example III.B.11.g

For metered spaces intended to have no time limit, Parking Services will store TIME_LIMIT = 1440 minutes (= 24 hrs). In this case, the limiting factor for time purchased is one of the following, whichever occurs first:

- End of operating hours (e.g. 19:00).
- Beginning of a TOW period (e.g. 16:00 on a meter that has TOW 16:00 to 18:00 and end of operating hours = 19:00).

In the following scenario:

PKGS1240 EXPIRED – no limit Mon-Fri 8:00 – 9:00: prepay 9:00 – 16:00: \$3.00/hr 16:00 – 18:00: TOW 18:00 – 19:00: \$3.00/hr	PKGS1240 EXPIRED – no limit Sat 8:00 – 9:00: prepay 9:00 – 19:00: \$3.00/hr	Sun FREE
--	--	-------------

Then:

- If a Customer arrives on Tuesday at 14:00, the limiting factor for time purchased is the start time of the TOW time slot at 16:00, so the Customer can purchase 2 hrs.
- If a Customer arrives on Saturday at 14:00, the limiting factor for time purchased is the end of operating hours at 19:00, so the customer can purchase 5 hrs.

If, in future, Parking Services chooses to remove the TOW restriction Mon-Fri 16:00 to 18:00, then the Tuesday Customer can purchase 5 hrs (instead of 2 hrs).

Alternatively, if Parking Services chooses to extend the hours of operations to 22:00, the Tuesday Customer can still only purchase 2 hrs, but the Saturday Customer can now purchase 8 hrs.

If CONTRACTOR's system cannot store the equivalent of TIME_LIMIT = 1440 minutes, then CONTRACTOR shall develop the ability to:

- Translate Parking Services' TIME_LIMIT = 1440 minutes into CONTRACTOR's equivalent of "no limit" in OUTGOING XML files.
- Match the behavior described above; in other words, the system shall have the ability to recognize the end of operating hours or the beginning of a TOW period as limiting factors in time purchases where meters have no time limit.
- Translate CONTRACTOR's equivalent of "no limit" into Parking Services' TIME_LIMIT = 1440 minutes in INCOMING XML files.

12) Meter Backend Settings

- a. Parking Services shall be able to establish a default set of Backend Settings to be applied to every new meter added to the inventory.
- b. **Within 120 Days of the Notice to Implement this feature**, alternatively, Parking Services shall be able to upload a CSV file to the MMS containing Backend Settings on a per-meter basis.
- c. The format of the CSV file shall be agreed upon between Parking Services and CONTRACTOR during the programming development and testing phase.
- d. **Within 90 Days of the Notice to Implement this feature**, the user shall be able to select the unit that serves as basis for each default payment setting for coins and cards (money or time, mutually exclusive for each parameter) as illustrated in Example III.B.12.d.

Example III.B.12.d

CARD PAYMENT PARAMETERS		
Min Purchase:	<input checked="" type="radio"/> Money: \$0.25	<input type="radio"/> Time: _____
Purchase Step:	<input type="radio"/> Money: _____	<input checked="" type="radio"/> Time: 10 min
Purchase Start Value:	<input type="radio"/> Money: _____	<input checked="" type="radio"/> Time: 120 min
Purchase Rounding:	<input checked="" type="radio"/> Money: \$0.25	<input type="radio"/> Time: _____

COIN PAYMENT PARAMETERS		
Min Purchase:	<input checked="" type="radio"/> Money: \$0.05	<input type="radio"/> Time: _____
Purchase Step:	<input type="radio"/> Money: _____	<input checked="" type="radio"/> Time: 10 min

- e. User shall be able to select what conditions will cause the meter screen backlight to turn on as illustrated in Example III.B.12.e.

Example III.B.12.e

Backlight Settings

Condition	On/Off		Time	Duration
When button pressed or keypad touched	<input checked="" type="radio"/> ON	<input type="radio"/> OFF	<input type="radio"/> Always <input type="radio"/> Never <input type="radio"/> Ambient light < ___? <input checked="" type="radio"/> Hrs: <19:00, >07:00	Duration: 20 sec
When meter Idle	<input type="radio"/> ON	<input checked="" type="radio"/> OFF	<input checked="" type="radio"/> Always <input type="radio"/> Never <input type="radio"/> Ambient light < ___? <input checked="" type="radio"/> Hrs: <9:00, > 19:00	Duration: 20 sec
When card inserted	<input checked="" type="radio"/> ON	<input type="radio"/> OFF	<input type="radio"/> Always <input type="radio"/> Never <input checked="" type="radio"/> Ambient light <xx <input type="radio"/> Hrs: < ___, > ___	Duration: 60 sec
Condition 4	<input type="radio"/> ON	<input type="radio"/> OFF	<input type="radio"/> Always <input type="radio"/> Never <input type="radio"/> Ambient light < ___? <input type="radio"/> Hrs: < ___, > ___	Duration: ___sec

- f. If meter uses LED lights for visual enforcement, then user shall be able to configure LED lights, as illustrated in Example III.B.12.f.

Example III.B.12.f

LED Settings

LED BEHAVIOR		
STATUS	LED	SETTING
Paid	Red:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
	Green:	<input checked="" type="radio"/> ON <input type="radio"/> OFF Duration: 10 ms Interval: 750 ms
	Yellow:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
Unpaid	Red:	<input checked="" type="radio"/> ON <input type="radio"/> OFF Duration: 10 ms Interval: 750 ms
	Green:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
	Yellow:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
Grace Period	Red:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
	Green:	<input checked="" type="radio"/> ON <input type="radio"/> OFF Duration: 10 ms Interval: 750 ms
	Yellow:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
Out of Order	Red:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
	Green:	<input type="radio"/> ON <input checked="" type="radio"/> OFF Duration: _____ ms Interval: _____
	Yellow:	<input checked="" type="radio"/> ON <input type="radio"/> OFF Duration: 10 ms Interval: 750 ms

13) Re-Programming of Existing Metered Spaces

- a. Following the programming development and testing phase and initial programming of metered spaces, the MMS shall support automatic re-programming of any subset of metered spaces at any time via XML files and CSV tables deposited in CONTRACTOR's SFTP site. The re-programming of subsets of metered spaces shall generally consist of any combination of the following:
- i. Operating Schedule XML file, as specified in Attachment 1
 - ii. Price Schedule XML file, as specified in Attachment 2
 - iii. Special event pricing and regulation XML file, as specified in Attachment 3
- b. The steps and timing for re-programming of existing metered spaces shall be as described in Table III.B.13.b, where the deadline for completing each step is described based on the completion of a previous step and "(B) days" represents business days.

Table III.B.13.b

Step	Description	By	Timeline
1	Issue XML file to CONTRACTOR	Parking Services	T1
2	Conduct programming; return reconciliation XML to Parking Services	CONTRACTOR	T1 + 3 (B) days = T2
3	Conduct reconciliation of programming	Parking Services	T2 + 3 (B) days = T3
4	Correct programming as necessary	CONTRACTOR	T3 + 1 (B) day = T4
5	Give CONTRACTOR OK to download new programming to meters	Parking Services	T4 + 1 (B) day = T5
6	Set meters to download new programming	CONTRACTOR	T5 + 1 (B) day = T6
7	New programming is effective	N/A	T6 + 1 (B) day = End

- c. **Within 60 Days of the Notice to Implement this feature**, in the event that a newly-metered space is created directly in the MMS, the MMS shall automatically notify Parking Services' system by sending it an XML file containing the Parking Space ID identifier and any associated standard and user-defined data as described in Attachment 6 – *INCOMING Parking Space Inventory XML specification*.
 - d. **Within 60 Days of the Notice to Implement this feature**, if a record with the Parking Space ID identifier exists in the Parking Services Management System and the XML contains the Parking Space ID identifier only (*i.e.*, it does not contain associated standard and user-defined content such as geographic locators and space attributes), then the MMS shall accept an XML file to populate both standard and user-defined variables.
- 14) Special Event Programming (Hours, Rates, Time Limits, and Restrictions)**
- a. The MMS shall allow programming of special exceptions to standard programming that can be assigned and/or removed by specific start and end dates on a calendar, consisting of time slot start/end times and one or more of the following rule types:
 - i. Rates
 - ii. Tow
 - iii. Free
 - iv. Time Limits
 - b. **Within 90 Days of the Notice to Implement this feature**, the MMS shall allow programming of a minimum of 20 special exceptions that can be assigned to a minimum of 100 combinations of start and end dates, as described in Example III.B.14.b. The resulting Behavior for each day is a

combination of the standard programming for that day and the special exceptions programming. If the standard programming is different for different days of the week, then the resulting programming depends on the day of the week the override programming is scheduled for.

If the standard programmed meter behavior is as follows:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Fri	FREE				PREPAY				RATE 3.50			RATE 3.75			RATE 4.00			RATE 0.25			FREE				
	TL = 120 min												TL = 240 min												
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sat	FREE				PREPAY				RATE 0.25												FREE				
	TL = 120 min												TL = 240 min												
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sun	FREE				PREPAY				RATE 0.25												FREE				
	TL = 240 min																								

Then the user shall be able to program a minimum of 20 distinct special overrides as illustrated below:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
SP_01	RATE 7.00																	FREE							
	TL = 240 min																								
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
SP_02	FREE																								
...																									
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
SP_30	TOW																								

That can then be scheduled for a minimum of 100 combinations of start and end dates as illustrated below:

DATE_START	DATE_END	OVERRIDE
09/14/12	09/15/12	SP_30
09/21/12	09/22/12	SP_01
DATE_START	DATE_END	OVERRIDE
11/22/12	11/22/12	SP_02
12/25/12	12/25/12	SP_02

Resulting in:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
09/14/12	FREE								STOW								RATE 4.00				RATE 0.25				FREE	
(Fri)																	TL=120 min				TL = 240 min					
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
09/15/12	FREE								STOW								RATE 0.25				FREE					
(Sat)																	TL=120 min				TL = 240 min					
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
09/21/12	FREE				PREPAY				RATE 3.50				RATE 3.75		RATE 4.00		RATE 7.00				FREE					
(Fri)									TL = 120 min								TL = 240 min									
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
09/22/12	FREE				PREPAY				RATE 0.25				RATE 7.00				FREE									
(Sat)									TL = 120 min								TL = 240 min									
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
11/22/12	FREE																									
(Thu)																										
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
12/25/12	FREE																									
(Tue)																										

Where:

	represents the override programming scheduled for a particular day
	represents standard programming parameters affected by the override on that day

c. **Within 60 Days of the Notice to Implement this feature**, the MMS shall accept programming for special overrides or exceptions in accordance with Attachment 4 - *Special event pricing and regulation XML specifications*.

d. In the event that Parking Services submits an operating schedule or price schedule change after submitting programming for special overrides, the MMS shall update the override programming accordingly, as illustrated in Example III.B.14.d.

Example III.B.14.d

CONTRACTOR's system shall be able to adjust special override programming as in the following scenario:

On 03/01/13, Parking Services submits the initial programming for meters in the Old Sacramento neighborhood, and it looks like this:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Fri	FREE				PREPAY				RATE 2.00				RATE 3.75		RATE 4.00		RATE 0.25				FREE				
									TL = 240 min																
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sat-Sun	FREE				PREPAY				RATE 1.50				RATE 4.00		RATE 4.50		RATE 1.50				FREE				
									TL = 240 min																

On 04/01/13, Parking Services submits override programming for the same meters, and it looks like this:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
SP_01																		RATE 7.00							

DATE_START	DATE_END	OVERRIDE
09/21/13	09/22/13	SP_01

Resulting in:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
09/21/13	FREE				PREPAY			RATE 2.00				RATE 3.75			RATE 4.00		RATE 7.00		FREE						
(Fri)	TL = 240 min																								
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
09/22/13	FREE				PREPAY			RATE 1.50				RATE 4.00			RATE 4.50		RATE 7.00		FREE						
(Sat)	TL = 240 min																								

In June, Parking Services submits a routine demand-based rate change, and the standard programming for the same meters changes to:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Fri	FREE				PREPAY			RATE 1.75				RATE 4.00			RATE 4.25		RATE 0.25		FREE						
	TL = 240 min																								
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sat-Sun	FREE				PREPAY			RATE 1.25				RATE 4.25			RATE 4.75		RATE 1.25		FREE						
	TL = 240 min																								

The rate change is effective 06/15/13. The override programming SP_01 is unchanged. Then, the resulting programming for 09/21/13 and 09/22/13 should change as follows:

Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
09/21/13	FREE				PREPAY			RATE 1.75				RATE 4.00			RATE 4.20		RATE 7.00		FREE						
(Fri)	TL = 240 min																								
Hour:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
09/22/13	FREE				PREPAY			RATE 1.25				RATE 4.25			RATE 4.75		RATE 7.00		FREE						
(Sat)	TL = 240 min																								

- e. The MMS shall allow up to 20 special events that can be programmed at any time.

15) Transaction Data Feed

- a. CONTRACTOR shall transmit all parking meter transaction data from the MMS to the Parking Services Management System in accordance with Attachment 5 – *INCOMING Transaction Data XML specifications*.
- b. CONTRACTOR's system shall differentiate between two possible transaction event types: new session and add-time session, where an add-time session is defined as one where a Customer adds time to a parking session already in progress (*i.e.*, the meter is already paid when the Customer conducts his/her transaction).
- c. CONTRACTOR's system shall differentiate between payment time and parking session start time, as illustrated in the scenarios in Example III.B.15.c.

Example III.B.15.c

Scenario 1:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 10:00 am.
- Meter is expired and rate is \$3.00/hr until 12:00 pm.
- Customer pays \$3.00 by credit card for 1 hr. Then:
 - EVENT_TYPE = NS
 - PAYMENT_TIME = START_TIME = 10:00
 - END_TIME = 11:00

Scenario 2:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 8:30 am (during prepayment time).
- Meter is not displaying any purchased time (i.e. it is not counting down) and rate is \$3.00/hr until 12:00 pm.
- Customer pays \$3.00 by credit card for 1 hr. Then:
 - EVENT_TYPE = NS
 - PAYMENT_TIME = 8:30
 - START_TIME = 9:00
 - END_TIME = 10:00

Scenario 3:

- Meter operation starts at 9:00 am.
- Customer arrives at a parking meter at 10:00 am.
- At 10:00 am, meter is counting down from 0:30 (i.e. there is purchased time left on the meter) and rate is \$3.00/hr until 12:00 pm.
- Customer pays \$3.00 by credit card for 1 hr. Then:
 - EVENT_TYPE = AT
 - PAYMENT_TIME = 10:00
 - START_TIME = PAYMENT_TIME + time left on meter = 10:30
 - END_TIME = 11:30

- d. Mixed payment transaction: When a Customer uses more than one payment type (i.e. coins and credit card) within a payment window to pay for a single parking session, CONTRACTOR's system shall transmit separate transactions for the different payment types, as illustrated in Example III.B.15.d.

Example III.B.15.d

Scenario 1:

- Meter operation starts at 9:00 am.
- Customer arrives at the parking meter at 10:00 am.
- Meter is expired and rate is \$2.00/hr all day.
- Customer uses \$1.00 in coins to purchase ½ hour, then inserts a credit card and adds \$2.00 to purchase another hour. The transaction data transmitted to Parking Services should look like this:

CASH TRANSACTION	CREDIT CARD TRANSACTION
EVENT_TYPE = NS SESSION_ID = 123456 AMOUNT_PAID_BY_DRIVER = 1.00 AMOUNT_RECEIVED_BY_CITY = 1.00 PAYMENT_TYPE = CASH PAYMENT_TIME = 10:00 START_TIME = 10:00 END_TIME = 10:30	EVENT_TYPE = AT SESSION_ID = 123456 AMOUNT_PAID_BY_DRIVER = 2.00 AMOUNT_RECEIVED_BY_CITY = 2.00 PAYMENT_TYPE = CREDIT CARD PAYMENT_TIME = 10:00 START_TIME = 10:30 END_TIME = 11:30

Scenario 2:

- Meter operation starts at 9:00 am.
- Customer A arrives at the parking meter at 10:00 am.
- Meter is expired and rate is \$2.00/hr all day.
- Customer A uses a credit card to pay \$2.00 for 1 hr of parking, but leaves after just 15 minutes. The meter transmits the transaction with SESSION_ID = 789012
- Customer B arrives at 10:30 am, when the meter still has 30 minutes of parking left, and uses \$1.00 in coins to purchase ½ hour, then inserts a credit card and adds \$2.00 to purchase another hour. The transaction data transmitted to Parking Services should look like this:

CUSTOMER A CREDIT CARD TRANSACTION	CUSTOMER B CASH TRANSACTION	CUSTOMER B CREDIT CARD TRANSACTION
EVENT_TYPE = NS SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 2.00 AMOUNT_RECEIVED_BY_CITY = 2.00 PAYMENT_TYPE = CREDIT CARD PAYMENT_TIME = 10:00 START_TIME = 10:00 END_TIME = 11:00	EVENT_TYPE = AT SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 1.00 AMOUNT_RECEIVED_BY_CITY = 1.00 PAYMENT_TYPE = CASH PAYMENT_TIME = 10:30 START_TIME = 11:00 END_TIME = 11:30	EVENT_TYPE = AT SESSION_ID = 789012 AMOUNT_PAID_BY_DRIVER = 2.00 AMOUNT_RECEIVED_BY_CITY = 2.00 PAYMENT_TYPE = CREDIT CARD PAYMENT_TIME = 10:30 START_TIME = 11:30 END_TIME = 12:30

e. Assuming full connectivity, for transmission of data

CONTRACTOR shall describe the minimum, maximum, and average amount of time in seconds the MMS will take to transmit transactions of different payment types (coin, credit card, parking card, other) to the Parking Services Management System, including what parameters or conditions will affect transmission times and what percentage of each type of transaction can be expected to be transmitted within the average transmission time.

16) Monitoring Software

- a. CONTRACTOR shall implement a monitoring and alerting system (aka, "watchdog software") to monitor all data transmissions to and from Parking Services, including but not limited to:
- i. Receipt of OUTGOING XML files described in Schedule of Attachments Table (Attachment 12) in its SFTP site.
 - ii. Interruptions in the transmission of *INCOMING Transaction Data XML feed* (Attachment 5) including complete failure to transmit, partial transmission results from equipment problems and failure to transmit certain transaction types
 - iii. Failures in scheduled periodic transmissions of INCOMING XML and CSV files.
 - iv. Any other data transmissions that are discovered but not currently anticipated.
- b. CONTRACTOR shall, at Parking Services' request, send alerts directly to Parking Services staff via email, text message, or other agreed-upon communication methods.

C. MMS, Meter Programming, and Data Integration Optional Specifications

1) Meter Behavior Programming

Meters shall accept programming for a minimum of 15 unique time slots within any given 24-hr period representing one day, each with its rule. Meters shall also be capable of displaying all time slots on the screen at any time of the day.

2) Mobile Maintenance Application/PDTs

- a. The MMS shall have two versions: desktop (via web browser) and mobile (via web browser and/or "app").
- b. Field communications shall be conducted via mobile MMS and/or via handheld device. All proposed meter systems shall recognize and verify commands from an authorized device only, ignoring all other signals or devices.
- c. Both desktop and mobile versions of the MMS shall be able to record meter maintenance activity (both automatically generated by the meter itself and manually recorded by PMR via means of entering designated meter repair code).

- d. The mobile version of the MMS shall be able to run on any mobile platform (Apple, Windows, Android, Blackberry, etc.).
- e. Managers shall be able to perform the following activities using either mobile version of the MMS and/or a designated handheld.
 - i. Reprogramming of Meter Behavior parameters including times, rates, time limits, etc.
 - ii. Reprogramming of the Backend Settings.
- f. Retrieval of revenue audit information and electronic cash transactions (including mechanism serial number).
- g. Retrieval of fault and maintenance information (including mechanism serial number and battery voltage).
- h. Each communication session updates the mechanism's clock, calendar, and day of week information.
- i. In the case that a newly-installed mechanism does not download the meter Behavior programming automatically, the Mobile MMS and/or handheld device shall have the capability to program the replacement mechanism with the rate/time program.
- j. Changes made to meter programming via mobile MMS and/or PDT shall be reflected in the desktop MMS.

3) Programming without CONTRACTOR

Within 180 Days of the Notice to Implement this feature, CONTRACTOR will provide capability to allow Parking Services to conduct global rate changes, various reconciliations of attributes, special event pricing, and other global programming features within the MMS without any significant involvement of CONTRACTOR.

DOC: Attachment 1 – OUTGOING Parking Space Inventory XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which Parking Services will deliver periodic parking space inventory additions and changes for the purpose of populating or updating user-defined data fields as well as some standard fields in the Vendor's Meter Management System.

XSD along with XML namespace for this XML will be provided at a later time.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review (Parking Services)

<PARKING_SPACE_INVENTORY>

<CITY_ID>**ID number assigned by Vendor to Parking Services**</CITY_ID>

<EFFECTIVE_DATE>**The effective date in standard Oracle format** </EFFECTIVE_DATE>

<TRANSMISSION_DATETIME>**Date and time of transmission from city in standard Oracle format to the second** </TRANSMISSION_DATETIME>

<METERED_SPACE>

<METER_TYPE>**MS or SS**</METER_TYPE>

<PARKING_RECORD_ID>**Internal numeric Id for meter space assigned by Parking Services**</PARKING_RECORD_ID>

<SPACE_ID>**Publicly identified ID for the space**</SPACE_ID>

<HOUSING_ID>**Identifier for meter housing at the space**</HOUSING_ID>

<MECH_ID>**Manufacturer's serial number for the meter mechanism installed in this space**</MECH_ID>

<JURISDICTION>**CITY, OLDSAC, ...**</JURISDICTION>

<RATE_AREA>**rate area**</RATE_AREA>

<PM_DISTRICT_NAME>**PM district name**</PM_DISTRICT_NAME>

<AREA_TYPE>**Standard**</AREA_TYPE>

<STREET_NAME>**Street name in all CAPS using City street name convention**</STREET_NAME>

<STREET_BLOCK>**Street name + street type + block number in all CAPS using City street name convention** </STREET_BLOCK>

<STR_NUM_PARITY>**Odd or Even**</STR_NUM_PARITY>

<LATITUDE>**Derived from geometry with standard 10 decimal**</LATITUDE>

<LONGITUDE>**Derived from geometry with standard 10 decimal**</LONGITUDE>

<ON_OFFSTREET_TYPE>**On or Off street parking** </ON_OFFSTREET_TYPE>

<CAP_COLOR>one of allowed cap color values</CAP_COLOR>
 <SPACE_TYPE>GMP, SHORT TERM GMP, ML, MTL, MC, TOUR BUS, BOAT TRAILER</SPACE_TYPE >
 <ACTIVE_METER_FLAG>one of allowed meter flag values</ACTIVE_METER_FLAG>
 <PMR_ROUTE> PMR route number from PSMS </PMR_ROUTE>
 <COLLECTION_ROUTE> Collection route number from PSMS </COLLECTION_ROUTE>
 <COLLECTION_SUBROUTE> Collection sub route number from PSMS</COLLECTION_SUBROUTE>
 <PEO_BEAT>PEO Beat number</PEO_BEAT>
 <TOW_FLAG>Y/N flag indicating metered space has a TOW Schedule</TOW_FLAG>
 <PAX_FLAG> Y/N flag indicating metered space has passenger loading hours</PAX_FLAG>
 <COMMERCIAL_FLAG> Y/N flag indicating metered space has commercial loading hours </COMMERCIAL_FLAG>
 </METERED_SPACE>
 </PARKING_SPACE_INVENTORY>

XML Code:	Shall Be:
CITY_ID	Assigned to City by Vendor
EFFECTIVE_DATE	Date and time that this addition or update to the inventory will be effective; set by Parking Services
TRANSMISSION_DATETIME	Provided by Parking Services
METERED_SPACE	One or more
METER_TYPE	MS: multi-space pay station SS: single space meter
PARKING_RECORD_ID	This is a surrogate ID automatically generated by Parking Services when a parking space is added to the database
SPACE_ID	Unique identifier assigned by Parking Services; used primarily to identify single space metered spaces on the street
HOUSING_ID	Unique identifier assigned by Parking Services; identifies the housing installed at the space
MECH_ID	Manufacturer's ID for the mechanism installed in the housing at this space
JURISDICTION	Entity with jurisdiction over metered space (CITY, OLDSAC; others in future)

<i>RATE_AREA</i>	<i>Corresponds to regulations that applied to specific groups of metered spaces, such as days/hours of operations and rates.</i>
<i>PM_DISTRICT_NAME</i>	<i>Parking Management District - a geographic unit for grouping metered spaces.</i>
<i>AREA_TYPE</i>	<i>Text description of parking area.</i>
<i>STREET_NAME</i>	<i>Street name and street type (ST, BLVD, etc)</i>
<i>STREET_BLOCK</i>	<i>Street name + street type + block number where metered space is located.</i>
<i>STR_NUM_PARITY</i>	<i>Odd or Even (side of the street)</i>
<i>LATITUDE</i>	<i>Together with LONGITUDE, describes geographic location of metered space.</i>
<i>LONGITUDE</i>	<i>Together with LATITUDE, describes geographic location of metered space.</i>
<i>ON_OFFSTREET_TYPE</i>	<i>Describes whether the metered space is on street or off street.</i>
<i>CAP_COLOR</i>	<i>For future use.</i>
<i>SPACE_TYPE</i>	<i>Indicates the "operations mode" of the space, as follows:</i> <i>Grey = GMP</i> <i>Green = SHORT TERM GMP</i> <i>Yellow = ML</i> <i>Red = MTL</i> <i>Black = MC</i> <i>Brown = TOUR BUS</i> <i>Purple = BOAT TRAILER</i>
<i>ACTIVE_METER_FLAG</i>	<i>Describes meter status (metered, temporarily removed, legislated but not yet installed, etc.).</i>
<i>PMR_ROUTE</i>	<i>Parking Meter Repairer (maintenance) route.</i>
<i>COLLECTION_ROUTE</i>	<i>Describes coin collection route.</i>
<i>COLLECTION_SUBROUTE</i>	<i>Describes coin collection subroute.</i>
<i>PEO_BEAT</i>	<i>Describes enforcement beats for Parking Enforcement Officers (PEOs).</i>
<i>TOW_FLAG</i>	<i>Y/N indicates metered space has a TOW schedule.</i>
<i>PAX_FLAG</i>	<i>Y/N indicates metered space has a passenger loading hours.</i>
<i>COMMERCIAL_FLAG</i>	<i>Y/N indicates metered space has commercial loading hours.</i>

Examples:

<PARKING_SPACE_INVENTORY>

<CITY_ID>1001</CITY_ID>
<EFFECTIVE_DATE>2012-07-10 00:00:00</EFFECTIVE_DATE>
<TRANSMISSION_DATETIME>2012-07-01 17:30:45</TRANSMISSION_DATETIME>
<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>123456</PARKING_RECORD_ID>
 <SPACE_ID>PKGS12345</SPACE_ID>
 <HOUSING_ID>PKGH55441 </HOUSING_ID>
 <MECH_ID>09615462</MECH_ID>
 <JURISDICTION>CITY</JURISDICTION>
 <RATE_AREA>Area 1</RATE_AREA>
 <PM_DISTRICT_NAME>Downtown</PM_DISTRICT_NAME>
 <AREA_TYPE>General</AREA_TYPE>
 <STREET_NAME>K ST</STREET_NAME>
 <STREET_BLOCK>K ST 1100</STREET_BLOCK>
 <STR_NUM_PARITY>Even</STR_NUM_PARITY>
 <LATITUDE>37.7768342</LATITUDE>
 <LONGITUDE>-122.423847</LONGITUDE>
 <ON_OFFSTREET_TYPE>ON</ON_OFFSTREET_TYPE>
 <CAP_COLOR>Null</CAP_COLOR>
 <SPACE_TYPE>GMP</SPACE_TYPE>
 <ACTIVE_METER_FLAG>M</ACTIVE_METER_FLAG>
 <PMR_ROUTE>J-2</PMR_ROUTE>
 <COLLECTION_ROUTE>11</COLLECTION_ROUTE>
 <COLLECTION_SUBROUTE>11.5</COLLECTION_SUBROUTE>
 <PEO_BEAT>15</PEO_BEAT>
 <TOW_FLAG>Y</TOW_FLAG>
 <PAX_FLAG>Y</PAX_FLAG>
 <COMMERCIAL_FLAG>Y</COMMERCIAL_FLAG>
</METERED_SPACE>

<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>56789</PARKING_RECORD_ID>
 <SPACE_ID>PKGS41</SPACE_ID>
 <HOUSING_ID>PKGH5941</HOUSING_ID>
 <MECH_ID>SG1245784</MECH_ID>

```

<JURISDICTION>CITY</JURISDICTION>
< RATE_AREA>Area 2</ RATE_AREA>
<PM_DISTRICT_NAME>Capitol</PM_DISTRICT_NAME>
<AREA_TYPE>Standard</AREA_TYPE>
<STREET_NAME>13TH ST</STREET_NAME>
<STREET_BLOCK>13TH ST 1100</STREET_BLOCK>
<STR_NUM_PARITY>Odd</STR_NUM_PARITY>
<LATITUDE>37.1234567</LATITUDE>
<LONGITUDE>-122.123456</LONGITUDE>
<ON_OFFSTREET_TYPE>ON</ON_OFFSTREET_TYPE>
<CAP_COLOR>Null</CAP_COLOR>
<SPACE_TYPE>SHORT TERM GMP</SPACE_TYPE>
<ACTIVE_METER_FLAG>M</ACTIVE_METER_FLAG>
<PMR_ROUTE>J-3</PMR_ROUTE>
<COLLECTION_ROUTE>12</COLLECTION_ROUTE>
<COLLECTION_SUBROUTE>12.1</COLLECTION_SUBROUTE>
<PEO_BEAT>12</PEO_BEAT>
<TOW_FLAG>Y</TOW_FLAG>
<PAX_FLAG>N</PAX_FLAG>
<COMMERCIAL_FLAG>N</COMMERCIAL_FLAG>
</METERED_SPACE>

```

..... Followed by additional parking spaces, as this sample only lists a couple of metered spaces to highlight the various elements and formats. Typically MS and SS will be in distinct vendor xml files.

```

</PARKING_SPACE_INVENTORY>

```

DOC: Attachment 2: OUTGOING Operating Schedule XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which Parking Services will deliver periodic operating schedule changes for the purpose of re-programming meters or pay stations with new schedules (e.g. new time limits; longer operating hours).

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review

<OPERATING_SCHEDULE>

<CITY_ID>**ID number assigned by Vendor to City**</CITY_ID >

<EFFECTIVE_DATE> **Date and time the effective date in standard Oracle format to the second** </EFFECTIVE_DATE >

<TRANSMISSION_DATETIME>**Date and time of transmission from City in standard Oracle format to the second** </TRANSMISSION_DATETIME>

<METERED_SPACE>

<METER_TYPE>**MS or SS**</METER_TYPE>

<SPACE_ID>**Internal numeric ID assigned to meter space by Parking Services**</SPACE_ID>

< OP_SCHEDULE >

<COLOR_RULE >**Type of Parking Allowed – see allowed values below**</COLOR_RULE>

<DAYS_OF_WEEK>**Day of Week mask** </DAYS_OF_WEEK>

< START_TIME >**Start time for price in standard Oracle format to the second** </START_TIME>

< END_TIME >**End time for price in standard Oracle format to the second** </END_TIME>

<TIME_LIMIT>**Meter time limit in minutes**</TIME_LIMIT>

<PREPAYMENT_TIME>**Actual time of day before operating hours (in standard Oracle format to the minute) when prepayments may be accepted**</PREPAYMENT_TIME>

</ OP_SCHEDULE >

< TOW_SCHEDULE >

<DAYS_OF_WEEK>**Day of Week mask** </DAYS_OF_WEEK>

< START_TIME >**Start time for price in standard Oracle format to the second** </START_TIME>

< END_TIME >**End time for price in standard Oracle format to the second** </END_TIME>

```

</TOW_SCHEDULE>
< ALT_SCHEDULE>
  <COLOR_RULE>Type of Parking Allowed – see allowed values
  below</COLOR_RULE>
  <DAYS_OF_WEEK>Day of Week mask </DAYS_OF_WEEK>
  < START_TIME>Start time for price in standard Oracle format to the
  second </ START_TIME>
  < END_TIME>End time for price in standard Oracle format to the
  second </ END_TIME>
</ ALT_SCHEDULE>
</METERED_SPACE>
</OPERATING_SCHEDULE>

```

General Notes

OP_SCHEDULE defines the overall hours of meter operation. There may be multiple schedules, although typically only one weekday and one Saturday (or Saturday and Sunday, where different). OP_SCHEDULE always has the PARKING_ALLOWED_FLAG tag = Yes.

TOW_SCHEDULE defines periods when parking is not allowed due to lane usage during rush hour traffic. These should always fall within overall OP_SCHEDULES and override accordingly. There may be multiple schedules although typically only one (AM or PM) or two (where AM and PM closures both apply). TOW_SCHEDULE always has the PARKING_ALLOWED_FLAG tag = No.

ALT_SCHEDULE defines other exceptions to base operating schedules. There may be multiple exception schedules, most of which indicate no parking periods. However some indicate allowed parking periods where the time limit has changed or the allowed type of parking has changed (e.g. from commercial to general parking). COLOR_RULE sets this as follows: Grey/Green/Yellow/Red = parking allowed, White/Orange/Blue = no parking allowed.

ALT_SCHEDULEs & TOW_SCHEDULEs that are based on calendar schedules ("School Days," "Performance," or "Game Day/Night") or variable "As posted" events are not included in the feed, as they are defined separately. Non-metered space operating schedules are also not included in the feed.

Technically to avoid overlap, START_TIMES are >= values and END_TIMES are < values.

When a change is transmitted for a particular meter, the entire schedule is delivered and should replace all existing schedule elements.

XML Code:	Shall Be:
CITY_ID	Assigned by Vendor to City
EFFECTIVE_DATE	PRELIMINARY date and time that this price schedule will be effective; set by Parking Services; and subject to change during operating schedule change process
TRANSMISSION_DATETIME	Provided by Parking Services
METERED_SPACE	

<i>SPACE_ID</i>	<i>Unique identifier for the metered parking space assigned by Parking Services; applies to either SS or MS metered space</i>
<i>OP_SCHEDULE</i>	
<i>COLOR_RULE</i>	<i>Indicates type of allowed parking. Allowed values under OP_SCHEDULE are: Grey – general parking Green – short term general parking (30 min or less) Yellow – commercial parking Red – multi-axle commercial parking Brown – tour bus Purple – Boat trailer parking Black - motorcycle</i>
<i>DAYS_OF_WEEK</i>	<i>Provided by Parking Services, mask in format 'Su,Mo,Tu,We,Th,Fr,Sa' or similar, it represents all the days of the week this schedule applies to</i>
<i>START_TIME</i>	<i>Provided by Parking Services, it represents the beginning of the time period for this schedule</i>
<i>END_TIME</i>	<i>Provided by Parking Services, it represents the end of the time period for this schedule</i>
<i>TIME_LIMIT</i>	<i>Maximum allowed time in minutes</i>
<i>PREPAYMENT_TIME</i>	<i>Actual time of day before operating hours when prepayments may be accepted. Format is hh:mm AM/PM.</i>
<i>TOW_SCHEDULE</i>	
<i>DAYS_OF_WEEK</i>	<i>Provided by Parking Services, mask in format 'Su,Mo,Tu,We,Th,Fr,Sa' or similar, it represents all the days of the week this schedule applies to</i>
<i>START_TIME</i>	<i>Provided by Parking Services, it represents the beginning of the time period for this schedule</i>
<i>END_TIME</i>	<i>Provided by Parking Services, it represents the end of the time period for this schedule</i>
<i>ALT_SCHEDULE</i>	

<i>COLOR_RULE</i>	<i>Indicates type of allowed parking. Allowed values under ALT_SCHEDULE are: Grey – general parking Green – short term general parking (30 min or less) Yellow – commercial parking White – no parking passenger loading zone Orange – no parking shuttle bus, vanpool, or carpool loading zone</i>
<i>DAYS_OF_WEEK</i>	<i>Provided by Parking Services, mask in format 'Su,Mo,Tu,We,Th,Fr,Sa' or similar, it represents all the days of the week this schedule applies to</i>
<i>START_TIME</i>	<i>Provided by Parking Services, it represents the beginning of the time period for this schedule</i>
<i>END_TIME</i>	<i>Provided by Parking Services, it represents the end of the time period for this schedule</i>
<i>TIME_LIMIT</i>	<i>Maximum allowed time in minutes</i>

Example shows both MS and SS as examples. If MS vendor is distinct from SS vendor, then these would be in distinct XML extracts:

```

<OPERATING_SCHEDULE>
  <CITY_ID>1001</CITY_ID>
  <EFFECTIVE_DATE>2010-05-04 00:00:00</EFFECTIVE_DATE>
  <TRANSMISSION_DATETIME>2010-04-15 17:30:45</TRANSMISSION_DATETIME>
  <METERED_SPACE>
    <METER_TYPE>SS</METER_TYPE>
    <SPACE_ID>PKGS12345</SPACE_ID>
    <OP_SCHEDULE>
      <COLOR_RULE>Grey</COLOR_RULE>
      <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
      <START_TIME>07:00 AM</START_TIME>
      <END_TIME>06:00 PM</END_TIME>
      <TIME_LIMIT>60</TIME_LIMIT>
      <PREPAYMENT_TIME>6:00 AM</PREPAYMENT_TIME>
    </OP_SCHEDULE>
  </METERED_SPACE>
</OPERATING_SCHEDULE>

```

```
<OP_SCHEDULE>
  <COLOR_RULE>Grey</COLOR_RULE>
  <DAYS_OF_WEEK>Sa</DAYS_OF_WEEK>
  <START_TIME>09:00 AM</START_TIME>
  <END_TIME>05:00 PM</END_TIME>
  <TIME_LIMIT>60</TIME_LIMIT>
  <PREPAYMENT_TIME>8:00 AM</PREPAYMENT_TIME>
</OP_SCHEDULE>
</METERED_SPACE>
```

```
<METERED_SPACE>
  <METER_TYPE>SS</METER_TYPE>
  <SPACE_ID>PKGS23456</SPACE_ID>
  <OP_SCHEDULE>
    <COLOR_RULE>Grey</COLOR_RULE>
    <PARKING_ALLOWED_FLAG>Yes</PARKING_ALLOWED_FLAG >
    <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr,Sa</DAYS_OF_WEEK>
    <START_TIME>07:00 AM</START_TIME>
    <END_TIME>07:00 PM</END_TIME>
    <TIME_LIMIT>120</TIME_LIMIT>
    <PREPAYMENT_TIME>9:00 AM</PREPAYMENT_TIME>
  </OP_SCHEDULE>
  <TOW_SCHEDULE>
    <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
    <START_TIME>07:00 AM</START_TIME>
    <END_TIME>09:00 AM</END_TIME>
  </TOW_SCHEDULE>
  <TOW_SCHEDULE>
    <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
    <START_TIME>04:00 PM</START_TIME>
    <END_TIME>06:00 PM</END_TIME>
  </TOW_SCHEDULE>
</METERED_SPACE>
```

```
<METERED_SPACE>
  <METER_TYPE>SS</METER_TYPE>
  <SPACE_ID>PKGS135</SPACE_ID>
```

```
<OP_SCHEDULE>
  <COLOR_RULE>Yellow</COLOR_RULE>
  <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr,Sa</DAYS_OF_WEEK>
  <START_TIME>07:00 AM</START_TIME>
  <END_TIME>07:00 PM</END_TIME>
  <TIME_LIMIT>60</TIME_LIMIT>
  <PREPAYMENT_TIME>6:00 AM</PREPAYMENT_TIME>
</OP_SCHEDULE>
<ALT_SCHEDULE>
  <COLOR_RULE>Orange</COLOR_RULE>
  <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
  <START_TIME>02:00 PM</START_TIME>
  <END_TIME>03:30 PM</END_TIME>
  <TIME_LIMIT>0</TIME_LIMIT>
</ALT_SCHEDULE>
<ALT_SCHEDULE>
  <COLOR_RULE>Grey</COLOR_RULE>
  <DAYS_OF_WEEK>Sa</DAYS_OF_WEEK>
  <START_TIME>07:00 AM</START_TIME>
  <END_TIME>07:00 PM</END_TIME>
  <TIME_LIMIT>120</TIME_LIMIT>
</ALT_SCHEDULE>
</METERED_SPACE>
</OPERATING_SCHEDULE>
```

DOC: Attachment 3: OUTGOING Price Schedule XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which Parking Services will deliver periodic price schedule changes for the purpose of re-programming meters or pay stations with new prices.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review

<PRICE_SCHEDULE>

<CITY_ID>**ID number assigned by Vendor to City**</CITY_ID >

<EFFECTIVE_DATE>**The effective date in standard Oracle format**</EFFECTIVE_DATE>

<TRANSMISSION_DATETIME>**Date and time of transmission from City in standard Oracle format to the second**</TRANSMISSION_DATETIME>

<METERED_SPACE>

<METER_TYPE>**MS or SS**</METER_TYPE>

<SPACE_ID>**Unique identifier for the metered parking space assigned by Parking Services**</SPACE_ID>

<EVENT_TYPE>**MPS (meter_price_schedule) or SE (special_event)**</EVENT_TYPE>

<BASE_PRICE>**Decimal value of the price in dollars and cents**</BASE_PRICE>

<METER_PRICE_SCHEDULE>

<DAYS_OF_WEEK>**Day of Week mask** </DAYS_OF_WEEK>*

<PRICE_START_TIME>**Start time for price in standard Oracle format to the second** </PRICE_START_TIME>

<PRICE_END_TIME>**End time for price in standard Oracle format to the second** </PRICE_END_TIME>

<LENGTH_OF_STAY_SCHEDULE>

<LEVEL>

<HOUR>**Hour in whole numbers**</HOUR>

<PRICE_PREMIUM_PCT>**Price premium percentage**</PRICE_PREMIUM_PCT>

</LEVEL>

....

</LENGTH_OF_STAY_SCHEDULE>

<PRICE>**Decimal value of the price in dollars and cents**</PRICE>

</METER_PRICE_SCHEDULE>
 </METERED_SPACE>
 </PRICE_SCHEDULE>

XML Code:	Shall Be:
CITY_ID	Assigned by Vendor to City
EFFECTIVE_DATE	INITIAL date and time that this price schedule will be effective; set by Parking Services; and subject to change during price schedule change process
TRANSMISSION_DATETIME	Provided by Parking Services
METERED_SPACE	One or more
METER_TYPE	MS: multi-space pay station SS: single space meter
SPACE_ID	Unique identifier for the metered parking space assigned by Parking Services; applies to either SS or MS metered space
EVENT_TYPE	MPS (Meter Price Schedule) or SE (Special Event)
BASE_PRICE	This is the regular price per hour in dollars and cents, applicable to all operating hours not covered by an alternate METER_PRICE_SCHEDULE. Required & applicable only when EVENT_TYPE = MPS
METER_PRICE_SCHEDULE	Optional (0, 1 or more) only when EVENT_TYPE = MPS
DAYS_OF_WEEK	Provided by Parking Services, mask in format 'Su,Mo,Tu,We,Th,Fr,Sa' or similar, it represents the all days of the week this price schedule is valid
PRICE_START_TIME	Provided by Parking Services, it represents the beginning of the time period for this price
PRICE_END_TIME	Provided by Parking Services, it represents the end of the time period for this price
LENGTH_OF_STAY_SCHEDULE	
LEVEL	

HOUR	1 is the hour after the first full hour a driver is parked. 2 is the second hour after the first full hour a driver is parked.
PRICE_PREMIUM_PERCENTAGE	Percentage premium over the regular price
PRICE	Hourly rate in dollars and cents e.g. 3.50.

Examples:

```

<PRICE_SCHEDULE>
  <CITY_ID>1001</CITY_ID>
  <EFFECTIVE_DATE>2010-05-04 00:00:00</EFFECTIVE_DATE>
  <TRANSMISSION_DATETIME>2010-04-15 17:30:45</TRANSMISSION_DATETIME>
  <METERED_SPACE>
    <METER_TYPE>SS</METER_TYPE>
    <SPACE_ID>PKGS12345</SPACE_ID>
    <BASE_PRICE>3.00</BASE_PRICE>
    <METER_PRICE_SCHEDULE>
      <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
      <PRICE_START_TIME>09:00 AM</PRICE_START_TIME>
      <PRICE_END_TIME>05:00 PM</PRICE_END_TIME>
      <LENGTH_OF_STAY_SCHEDULE>
        <LEVEL>
          <HOUR>2</HOUR>
          <PRICE_PREMIUM_PCT>50</PRICE_PREMIUM_PCT>
        </LEVEL>
        <LEVEL>
          <HOUR>4</HOUR>
          <PRICE_PREMIUM_PCT>100</PRICE_PREMIUM_PCT>
        </LEVEL>
        <LEVEL>
          <HOUR>6</HOUR>
          <PRICE_PREMIUM_PCT>150</PRICE_PREMIUM_PCT>
        </LEVEL>
      </LENGTH_OF_STAY_SCHEDULE>
      <PRICE>4.00</PRICE>
    </METER_PRICE_SCHEDULE>
  </METERED_SPACE>
</PRICE_SCHEDULE>

```

```
<METER_PRICE_SCHEDULE>
  <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
  <PRICE_START_TIME>05:00 AM</PRICE_START_TIME>
  <PRICE_END_TIME>09:00 AM</PRICE_END_TIME>
  <PRICE>2.00</PRICE>
</METER_PRICE_SCHEDULE>
</METERED_SPACE>
<METERED_SPACE>
  <METER_TYPE>SS</METER_TYPE>
  <SPACE_ID>PKGS23458</SPACE_ID>
  <EVENT_TYPE>MPS</EVENT_TYPE>
  <BASE_PRICE>2.00</BASE_PRICE>
</METERED_SPACE>
<METERED_SPACE>
  <METER_TYPE>SS</METER_TYPE>
  <SPACE_ID>PKGS13579</SPACE_ID>
  <EVENT_TYPE>MPS</EVENT_TYPE>
  <BASE_PRICE>2.00</BASE_PRICE>
  <METER_PRICE_SCHEDULE>
    <DAYS_OF_WEEK>Mo,Tu,We,Th,Fr</DAYS_OF_WEEK>
    <PRICE_START_TIME>06:00 PM</PRICE_START_TIME>
    <PRICE_END_TIME>10:00 PM</PRICE_END_TIME>
    <PRICE>1.50</PRICE>
  </METER_PRICE_SCHEDULE>
</METERED_SPACE>
</PRICE_SCHEDULE>
```

DOC: Attachment 4: OUTGOING Special Event Schedule XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which Parking Services will deliver periodic price, closure, or time limit changes for the purpose of overriding the standard meter programming on specific days for special event conditions.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review
6/1/13	1.1	Removed erroneous references

<SPECIAL_EVENT_SCHEDULE>

<CITY_ID>**ID number assigned by Vendor to City of Sacramento**</CITY_ID >

<TRANSMISSION_DATETIME>**Date and time of transmission from City in standard Oracle format to the second** </TRANSMISSION_DATETIME>

<EVENT_DESCRIPTION>**Text description of event**</EVENT_DESCRIPTION>

<METERED_SPACE>

<METER_TYPE>**MS or SS**</METER_TYPE>

<SPACE_ID>**Unique identifier for the metered parking space assigned by Parking Services**</SPACE_ID>

<PRICE_OVERRIDE_SCHEDULE>

<START_TIME>**Start time for price in standard Oracle format to the minute** </START_TIME>

<END_TIME>**End time for price in standard Oracle format to the minute**</END_TIME>

<PRICE>**Decimal value of the price in dollars and cents** </PRICE>

<FREE>**Set to 1 to indicate free parking during specified start and end time**</FREE>

<EVENT_CALENDAR>

<EVENT_DATE> **each date as separate tag that this schedule applies to in YYYY-MM-DD format**</EVENT_DATE>

</EVENT_CALENDAR>

</PRICE_OVERRIDE_SCHEDULE>

<TOW_OVERRIDE_SCHEDULE>

<TOW_OVERRIDE>**Set to 1 to indicate all pre-established tow schedules for the scheduled days should be ignored**</TOW_OVERRIDE>

<EVENT_CALENDAR>

<EVENT_DATE> **each date as separate tag that this schedule applies to in YYYY-MM-DD format**</EVENT_DATE>

```

    </EVENT_CALENDAR>
  <CLOSURE_SCHEDULE>
    <START_TIME>Start time for closure in standard Oracle format to the
    minute </START_TIME>
    <END_TIME>End time for closure in standard Oracle format to the
    minute</END_TIME>
    <EVENT_CALENDAR>
      <EVENT_DATE> each date as separate tag that this schedule
      applies to in YYYY-MM-DD format</EVENT_DATE>
    </EVENT_CALENDAR>
  </CLOSURE_SCHEDULE>
  <TL_OVERRIDE_SCHEDULE>
    <START_TIME>Start time for time limit in standard Oracle format to
    the minute </START_TIME>
    <END_TIME>End time for time limit in standard Oracle format to the
    minute</END_TIME>
    <TIME_LIMIT>Override time limit in minutes</TIME_LIMIT>
    <EVENT_CALENDAR>
      <EVENT_DATE> each date as separate tag that this schedule
      applies to in YYYY-MM-DD format</EVENT_DATE>
    </EVENT_CALENDAR>
  </TL_OVERRIDE_SCHEDULE>
</METERED_SPACE>
</SPECIAL_EVENT_SCHEDULE>

```

XML Code:	Shall Be:
CITY_ID	Assigned by Vendor to City
TRANSMISSION_DATETIME	Provided by Parking Services
EVENT_DESCRIPTION	Provided by Parking Services to identify the event
METERED_SPACE	One or more
METER_TYPE	MS: multi-space pay station SS: single space meter
SPACE_ID	Unique identifier for the metered parking space assigned by Parking Services; applies to either SS or MS metered space

PRICE_OVERRIDE_SCHEDULE or TOW_OVERRIDE_SCHEDULE or CLOSURE_SCHEDULE or TL_OVERRIDE_SCHEDULE	Parent tag indicating the type of special event override schedule. Repeat in any combination together with applicable child tags
START_TIME	Provided by Parking Services, it represents the beginning of the time period for this price, closure or time limit. Not applicable to TOW_OVERRIDE_SCHEDULE.
END_TIME	Provided by Parking Services, it represents the end of the time period for this price, closure or time limit. Not applicable to TOW_OVERRIDE_SCHEDULE.
PRICE	Override hourly rate in dollars and cents e.g. 3.50. Applies only to PRICE_OVERRIDE_SCHEDULE when <FREE> is not used.
FREE	Optional: Set to 1 to indicate free parking during specified start and end time (i.e. no price assigned). Applies only to PRICE_OVERRIDE_SCHEDULE in lieu of <PRICE> tag.
TOW_OVERRIDE	Applies only to TOW_OVERRIDE_SCHEDULE and is mandatory set to 1 for that tag.
TIME_LIMIT	Override time limit in minutes, e.g. 60. Applies only to TL_OVERRIDE_SCHEDULE.
EVENT_CALENDAR	Parent tag to individual EVENT_DATE tags
EVENT_DATE	One tag for each date this schedule applies to

Examples:

```

<SPECIAL_EVENT_SCHEDULE>
  <CITY_ID>101</CITY_ID >
  <TRANSMISSION_DATETIME>2012-06-20 15:00:00</TRANSMISSION_DATETIME>
  <EVENT_DESCRIPTION>Kings November 2013 night games
  </EVENT_DESCRIPTION>
  <METERED_SPACE>
    <METER_TYPE> SS</METER_TYPE>

```

```

<SPACE_ID>PKGS12345</SPACE_ID>
<PRICE_OVERRIDE_SCHEDULE>
  <START_TIME>6:00 PM</START_TIME>
  <END_TIME>11:00PM</END_TIME>
  <PRICE>5.00 </PRICE>
  <EVENT_CALENDAR>
    <EVENT_DATE> 2013-11-06</EVENT_DATE>
    <EVENT_DATE> 2013-11-11</EVENT_DATE>
    <EVENT_DATE> 2013-11-12</EVENT_DATE>
  </EVENT_CALENDAR>
</PRICE_OVERRIDE_SCHEDULE>
</METERED_SPACE>
<METERED_SPACE>
  <METER_TYPE> SS</METER_TYPE>
  <SPACE_ID>PKGS23456</SPACE_ID>
  <CLOSURE_SCHEDULE>
    <START_TIME>6:00 PM </START_TIME>
    <END_TIME>11:00PM</END_TIME>
    <EVENT_CALENDAR>
      <EVENT_DATE> 2013-11-06</EVENT_DATE>
      <EVENT_DATE> 2013-11-11</EVENT_DATE>
      <EVENT_DATE> 2013-11-12</EVENT_DATE>
    </EVENT_CALENDAR>
  </CLOSURE_SCHEDULE>
</METERED_SPACE>
<METERED_SPACE>
  <METER_TYPE>SS</METER_TYPE>
  <SPACE_ID>PKGS13579</SPACE_ID>
  <TL_OVERRIDE_SCHEDULE>
    <START_TIME>6:00 PM </START_TIME>
    <END_TIME>11:00PM</END_TIME>
    <TIME_LIMIT>300</TIME_LIMIT>
    <EVENT_CALENDAR>
      <EVENT_DATE> 2013-11-06</EVENT_DATE>
      <EVENT_DATE> 2013-11-11</EVENT_DATE>
      <EVENT_DATE> 2013-11-12</EVENT_DATE>
    </EVENT_CALENDAR>

```

</TL_OVERRIDE_SCHEDULE>
</METERED_SPACE>
</SPECIAL_EVENT_SCHEDULE>

DOC: Attachment 5: INCOMING Transaction Data XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which the Vendor will deliver real-time parking transaction data.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review

<PAYMENT>

<VENDOR_ID>**ID number assigned to each Vendor by Parking Services**</VENDOR_ID>

<TRANSMISSION_ID>**Transaction number generated by Vendor for this message**</TRANSMISSION_ID>

<TRANSMISSION_DATETIME>**Date and time of transmission from Vendor in UTC**</TRANSMISSION_DATETIME>

<METER_TYPE>**MS,SS**</METER_TYPE>

<SPACE_ID> **ID assigned to meter space by Parking Services**</SPACE_ID>

<EVENT_TYPE>**NS,AT** </EVENT_TYPE>

<NEW_SESSION>

 <SESSION_ID>**unique ID number**</SESSION_ID>

 <AMOUNT_PAID_BY_DRIVER>**price in dollars and cents**</AMOUNT_PAID_BY_DRIVER>

 <AMOUNT_RECEIVED_BY_CITY>**price in dollars and cents**</AMOUNT_RECEIVED_BY_CITY>

 <PAYMENT_TYPE>**CREDIT CARD, CASH, SMART CARD, TOKEN, PAY BY CELL, TECH CREDIT**</PAYMENT_TYPE>

</NEW_SESSION>

<ADD_TIME>

 <SESSION_ID>**unique ID number**</SESSION_ID>

 <AMOUNT_PAID_BY_DRIVER>**price in dollars and cents**</AMOUNT_PAID_BY_DRIVER>

 <AMOUNT_RECEIVED_BY_CITY>**price in dollars and cents**</AMOUNT_RECEIVED_BY_CITY>

 <PAYMENT_TYPE>**CREDIT CARD, CASH, SMART CARD, TOKEN, PAY BY CELL, TECH CREDIT**</PAYMENT_TYPE>

</ADD_TIME>

<PAYMENT_TIME> time in standard Oracle format to the second in UTC</PAYMENT_TIME>

<START_TIME>time in standard Oracle format to the second in UTC</START_TIME>

<END_TIME>time in standard Oracle format to the second in UTC</END_TIME>

</PAYMENT>

Descriptions:

XML Code:	Shall Be:
VENDOR_ID	Assigned by Parking Services to each entity collecting parking funds (pay by cell company, parking meter company, etc.)
TRANSMISSION_ID	Unique and generated by Vendor
TRANSMISSION_DATETIME	Provided by Vendor, in standard Oracle format to the second in UTC time zone
METER_TYPE	MS: multi-space meter SS: single space meter
SPACE_ID	Unique identifier for the metered parking space assigned by Parking Services; applies to either SS or MS metered space
EVENT_TYPE	Provided by Vendor NS: New Session - A customer initiates a new session AT: Add Time - A customer adds time to an existing session
NEW_SESSION	
SESSION_ID	Generated by Vendor. A new session_ID shall be generated for each new NEW_SESSION event.
AMOUNT_PAID_BY_DRIVER	The total amount paid by the customer including any fees.
AMOUNT_RECEIVED_BY_CITY	The total amount owed the City.

PAYMENT_TYPE	CREDIT CARD CASH SMART CARD TOKEN PAY BY CELL (used only by pay-by-cell service provider) TECH CREDIT
ADD_TIME	
SESSION_ID	Generated by Vendor. If a customer adds time to a session the existing session_ID will be sent along with any ADD_TIME event(s).
AMOUNT_PAID_BY_DRIVER	The total amount paid by the customer including any fees.
AMOUNT_RECEIVED_BY_CITY	The total amount owed the City.
PAYMENT_TYPE	CREDIT CARD CASH SMART CARD TOKEN PAY BY CELL (used only by pay-by-cell service provider) TECH CREDIT
PAYMENT_TIME	Provided by Vendor in UTC time zone. Actual time payment is made to meter or pay by phone.
START_TIME	Provided by Vendor in UTC time zone. For the NEW_SESSION event, the initial start time for the parking session. In the case of prepayment this is not the same as payment time. For the ADD_TIME event, the extension start time for the parking session. This is rarely the same as the payment time.
END_TIME	Provided by Vendor in UTC time zone. For a NEW_SESSION event, the initial end time for the parking session. For the ADD_TIME event, the new end time for the parking session.

Sample XML:

```
<PAYMENT>
  <VENDOR_ID>999</VENDOR_ID>
  <TRANSMISSION_ID>12345678</TRANSMISSION_ID>
```

<TRANSMISSION_DATETIME>2010-07-10
 15:30:02</TRANSMISSION_DATETIME>
 <METER_TYPE>SS</METER_TYPE>
 <SPACE_ID>PKGS12345</SPACE_ID>
 <EVENT_TYPE>NS</EVENT_TYPE>
 <NEW_SESSION>
 <SESSION_ID>123456</SESSION_ID>
 <AMOUNT_PAID_BY_DRIVER>7.00</AMOUNT_PAID_BY_DRIVER>
 <AMOUNT_RECEIVED_BY_CITY>7.00</AMOUNT_RECEIVED_BY_CITY>
 <PAYMENT_TYPE>CASH</PAYMENT_TYPE>
 </NEW_SESSION>
 <PAYMENT_TIME>2010-07-10 15:29:30</PAYMENT_TIME>
 <START_TIME>2010-07-10 15:29:30</START_TIME>
 <END_TIME>2010-07-10 17:29:30</END_TIME>
 </PAYMENT>
 <PAYMENT>
 <VENDOR_ID>999</VENDOR_ID>
 <TRANSMISSION_ID>12345679</TRANSMISSION_ID>
 <TRANSMISSION_DATETIME>2010-07-10
 17:20:45</TRANSMISSION_DATETIME>
 <METER_TYPE>SS</METER_TYPE>
 <SPACE_ID>PKGS23456</SPACE_ID>
 <EVENT_TYPE>AT</EVENT_TYPE>
 <ADD_TIME>
 <SESSION_ID>101234</SESSION_ID>
 <AMOUNT_PAID_BY_DRIVER>3.50</AMOUNT_PAID_BY_DRIVER>
 <AMOUNT_RECEIVED_BY_CITY>3.50</AMOUNT_RECEIVED_BY_CITY>
 <PAYMENT_TYPE>CREDIT CARD</PAYMENT_TYPE>
 </ADD_TIME>
 <PAYMENT_TIME>2010-07-10 15:29:30</PAYMENT_TIME>
 <START_TIME>2010-07-10 17:20:45</START_TIME>
 <END_TIME>2010-07-10 18:20:45</END_TIME>

</PAYMENT>

DOC: Attachment 6: – INCOMING Parking Space Inventory XML specification

Date: 04/01/2013

Author: Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which Vendor's Meter Management System will deliver periodic parking space inventory attribute changes originated in MMS for the purpose of comparing the data entered directly in the Vendor's system with the data contained in the Parking Services Management System, so that corrections and updates can be conducted as appropriate.

The XSD along with XML namespace for this XML will be provided during the development and testing phase.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review
6/1/2013	1.1	Removed erroneous references

<PARKING_SPACE_INVENTORY>

<CITY_ID>**ID number assigned by Parking Services**</CITY_ID>

<EFFECTIVE_DATE>**The effective date in standard Oracle format** </EFFECTIVE_DATE>

<TRANSMISSION_DATETIME>**Date and time of transmission from vendor in standard Oracle format to the second** </TRANSMISSION_DATETIME>

<METERED_SPACE>

<METER_TYPE>**MS or SS**</METER_TYPE>

<PARKING_RECORD_ID>**Internal numeric Id for meter space assigned by Parking Services**</PARKING_RECORD_ID>

<SPACE_ID>**Publicly identified ID for the space**</SPACE_ID>

<HOUSING_ID>**Identifier for meter housing at the space**</HOUSING_ID>

<MECH_ID>**Manufacturer's serial number for the meter mechanism installed in this space**</MECH_ID>

<JURISDICTION>**CITY, OLDSAC, ...**</JURISDICTION>

<RATE_AREA>**rate area**</RATE_AREA>

<PM_DISTRICT_NAME>**PM district name**</PM_DISTRICT_NAME>

<AREA_TYPE>**Standard**</AREA_TYPE>

<STREET_NAME>**Street name in all CAPS using Sacramento street name convention**</STREET_NAME>

<STREET_BLOCK>**Street name + street type + block number in all CAPS using Sacramento street name convention** </STREET_BLOCK>

<STR_NUM_PARITY>**Odd or Even**</STR_NUM_PARITY>

<LATITUDE>**Derived from geometry with standard 10 decimal**</LATITUDE>

<LONGITUDE>Derived from geometry with standard 10 decimal</LONGITUDE>
 <ON_OFFSTREET_TYPE> On or Off street parking </ON_OFFSTREET_TYPE>
 <CAP_COLOR>(unused)</CAP_COLOR>
 <SPACE_TYPE>GMP, SHORT TERM GMP, ML, MTL, MC, TOUR BUS, BOAT TRAILER</SPACE_TYPE >
 <ACTIVE_METER_FLAG>one of allowed meter flag values</ACTIVE_METER_FLAG>
 <PMR_ROUTE> PMR route number from PSMS </PMR_ROUTE>
 <COLLECTION_ROUTE> Collection route number from PSMS </COLLECTION_ROUTE>
 <COLLECTION_SUBROUTE> Collection sub route number from PSMS</COLLECTION_SUBROUTE>
 <PEO_BEAT>PEO Beat number</PEO_BEAT>
 <TOW_FLAG>Y/N flag indicating metered space has a TOW Schedule</TOW_FLAG>
 <PAX_FLAG> Y/N flag indicating metered space has passenger loading hours</PAX_FLAG>
 <COMMERCIAL_FLAG> Y/N flag indicating metered space has commercial loading hours </COMMERCIAL_FLAG>
 </METERED_SPACE>
 </PARKING_SPACE_INVENTORY>

XML Code:	Shall Be:
CITY_ID	Assigned to City by Vendor
EFFECTIVE_DATE	Date and time that this addition or update to the inventory was effective in Vendor's MMS
TRANSMISSION_DATETIME	Provided by Vendor
METERED_SPACE	One or more
METER_TYPE	MS: multi-space pay station SS: single space meter
PARKING_SPACE_ID	This is a surrogate ID automatically generated by Parking Services when a parking space is added to the database
SPACE_ID	Unique identifier assigned by Parking Services; used primarily to identify single space metered spaces on the street
HOUSING_ID	Unique identifier assigned by Parking Services; identifies the housing installed at the space
MECH_ID	Manufacturer's ID for the mechanism installed in the housing at this space

<i>JURISDICTION</i>	<i>Entity with jurisdiction over metered space (CITY, OLDSAC; others in future)</i>
<i>RATE_AREA</i>	<i>Corresponds to regulations that applied to specific groups of metered spaces, such as days/hours of operations and rates.</i>
<i>PM_DISTRICT_NAME</i>	<i>Parking Management District - a geographic unit for grouping metered spaces.</i>
<i>AREA_TYPE</i>	<i>Text description of parking area.</i>
<i>STREET_NAME</i>	<i>Street name and street type (ST, BLVD, etc)</i>
<i>STREET_BLOCK</i>	<i>Street name + street type + block number where metered space is located.</i>
<i>STR_NUM_PARITY</i>	<i>Odd or Even (side of the street)</i>
<i>LATITUDE</i>	<i>Together with LONGITUDE, describes geographic location of metered space.</i>
<i>LONGITUDE</i>	<i>Together with LATITUDE, describes geographic location of metered space.</i>
<i>ON_OFFSTREET_TYPE</i>	<i>Describes whether the metered space is on street or off street.</i>
<i>CAP_COLOR</i>	<i>Unused</i>
<i>SPACE_TYPE</i>	<i>Reflects "operations type," as follows:</i> <i>Grey = GMP</i> <i>Green = SHORT TERM GMP</i> <i>Yellow = ML</i> <i>Red = MTL</i> <i>Black = MC</i> <i>Brown = TOUR BUS</i> <i>Purple = BOAT TRAILER</i>
<i>ACTIVE_METER_FLAG</i>	<i>Describes meter status (metered, temporarily removed, legislated but not yet installed, etc).</i>
<i>PMR_ROUTE</i>	<i>Parking Meter Repairer (maintenance) route.</i>
<i>COLLECTION_ROUTE</i>	<i>Describes coin collection route.</i>
<i>COLLECTION_SUBROUTE</i>	<i>Describes coin collection subroute.</i>
<i>PEO_BEAT</i>	<i>Describes enforcement beats for Parking Enforcement Officers (PEOs).</i>
<i>TOW_FLAG</i>	<i>Y/N indicates metered space has a TOW schedule.</i>
<i>PAX_FLAG</i>	<i>Y/N indicates metered space has a passenger loading hours.</i>
<i>COMMERCIAL_FLAG</i>	<i>Y/N indicates metered space has commercial loading hours.</i>

Examples:

<PARKING_SPACE_INVENTORY>
<CITY_ID>1001</CITY_ID>
<EFFECTIVE_DATE>2012-07-10 00:00:00</EFFECTIVE_DATE>
<TRANSMISSION_DATETIME>2012-07-01 17:30:45</TRANSMISSION_DATETIME>
<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>123456</PARKING_RECORD_ID>
 <SPACE_ID>PKGS12345</SPACE_ID>
 <HOUSING_ID>PKGH55441 </HOUSING_ID>
 <MECH_ID>09615462</MECH_ID>
 <JURISDICTION>CITY</JURISDICTION>
 <RATE_AREA>Area 1</RATE_AREA>
 <PM_DISTRICT_NAME>Downtown</PM_DISTRICT_NAME>
 <AREA_TYPE>General</AREA_TYPE>
 <STREET_NAME>K ST</STREET_NAME>
 <STREET_BLOCK>K ST 1100</STREET_BLOCK>
 <STR_NUM_PARITY>Even</STR_NUM_PARITY>
 <LATITUDE>37.7768342</LATITUDE>
 <LONGITUDE>-122.423847</LONGITUDE>
 <ON_OFFSTREET_TYPE>ON</ON_OFFSTREET_TYPE>
 <CAP_COLOR>Null</CAP_COLOR>
 <SPACE_TYPE>GMP</SPACE_TYPE>
 <ACTIVE_METER_FLAG>M</ACTIVE_METER_FLAG>
 <PMR_ROUTE>J-2</PMR_ROUTE>
 <COLLECTION_ROUTE>11</COLLECTION_ROUTE>
 <COLLECTION_SUBROUTE>11.5</COLLECTION_SUBROUTE>
 <PEO_BEAT>15</PEO_BEAT>
 <TOW_FLAG>Y</TOW_FLAG>
 <PAX_FLAG>Y</PAX_FLAG>
 <COMMERCIAL_FLAG>Y</COMMERCIAL_FLAG>
</METERED_SPACE>

<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>56789</PARKING_RECORD_ID>
 <SPACE_ID>PKGS41</SPACE_ID>
 <HOUSING_ID>PKGH5941</HOUSING_ID>

<MECH_ID>**SG1245784**</MECH_ID>
 <JURISDICTION>**CITY**</JURISDICTION>
 < RATE_AREA>**Area 2**</RATE_AREA>
 <PM_DISTRICT_NAME>**Capitol**</PM_DISTRICT_NAME>
 <AREA_TYPE>**Standard**</AREA_TYPE>
 <STREET_NAME>**13TH ST**</STREET_NAME>
 <STREET_BLOCK>**13TH ST 1100**</STREET_BLOCK>
 <STR_NUM_PARITY>**Odd**</STR_NUM_PARITY>
 <LATITUDE>**37.1234567**</LATITUDE>
 <LONGITUDE>**-122.123456**</LONGITUDE>
 <ON_OFFSTREET_TYPE>**ON**</ON_OFFSTREET_TYPE>
 <CAP_COLOR>**Null**</CAP_COLOR>
 <SPACE_TYPE>**SHORT TERM GMP**</SPACE_TYPE>
 <ACTIVE_METER_FLAG>**M**</ACTIVE_METER_FLAG>
 <PMR_ROUTE>**J-3**</PMR_ROUTE>
 <COLLECTION_ROUTE>**12**</COLLECTION_ROUTE>
 <COLLECTION_SUBROUTE>**12.1**</COLLECTION_SUBROUTE>
 <PEO_BEAT>**12**</PEO_BEAT>
 <TOW_FLAG>**Y**</TOW_FLAG>
 <PAX_FLAG>**N**</PAX_FLAG>
 <COMMERCIAL_FLAG>**N**</COMMERCIAL_FLAG>
 </METERED_SPACE>

..... Followed by additional parking spaces, as this sample only lists few metered spaces to highlight the various elements and formats. Typically MS and SS will be in distinct vendor xml files.

</PARKING_SPACE_INVENTORY>

DOC: Attachment 7: INCOMING Reconciliation XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which the Vendor will deliver price schedule information on their system to Parking Services for the purpose of comparison to the price schedule stored in Parking Services' database.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review
6/1/2013	1.1	Removed erroneous references

<PRICE_SCHEDULE>

<TRANSMISSION_DATETIME>**Date and time of transmission from City in standard Oracle format to the second** </TRANSMISSION_DATETIME>

<METERED_SPACE>

<SPACE_ID>**Unique identifier for the metered parking space assigned by Parking Services**</SPACE_ID>

<DAYS_OF_WEEK>**Abbreviated Day of week, e.g. Mo. Note each day schedule needs to be listed separately even if same**</DAYS_OF_WEEK>

<EVENT_DATE>**Date in standard Oracle format**</EVENT_DATE>

<METER_PRICE_SCHEDULE>--repeat for more schedules on that day

<PRICE_START_TIME>**24HH:MM, e.g. 07:00**</PRICE_START_TIME>

<PRICE_END_TIME>**24HH:MM, e.g. 12:00**</PRICE_END_TIME>

<PRICE>**Hourly rate; e.g., 3.50**</PRICE>

<MAX_TIME>**Max park time in minutes; e.g., 240**</MAX_TIME>

<FREE_PREPAY>**Set to 1 to indicate free prepay allowed during specified start and end time**</FREE_PREPAY>

<TOW_AWAY>**Set to 1 to indicate free tow away zone during specified start and end time**</TOW_AWAY>

<FREE>**Set to 1 to indicate free parking during specified start and end time**</FREE>

</METER_PRICE_SCHEDULE>

</METERED_SPACE>

</PRICE_SCHEDULE>

Descriptions:

XML Code:	Shall Be:
TRANSMISSION_DATETIME	Provided by Parking Services
SPACE_ID	Unique identifier for the metered parking space assigned by Parking Services; applies to either SS or MS metered space
DAYS_OF_WEEK	2 letter Abbreviated Day of week, Su, Mo, Tu, We, Th, Fr, or Sa. Note: List each day schedule separately even if same. Multiple days not allowed. This tag should always be one day value only. If this tag is used the EVENT_DATE is not.
EVENT_DATE	Actual date of this schedule. This is for special event reconciliations and is in lieu of using the DAYS_OF_WEEK tag.
PRICE_START_TIME	The start time for this meter parking schedule in 24HH:MM form, e.g, 07:00. Note: 00:00 signifies midnight and the first start time of the day
PRICE_END_TIME	The end time for this meter parking schedule in 24HH:MM form, e.g, 15:00. Note: 24:00 or 00:00 can be used to signify the last end time of the day. End times should be equal to subsequent start times and not ended as :29 or :59. It is evaluated as "less than", not as "less than or equal to".
PRICE	Hourly rate in dollars and cents e.g. 3.50. Tag in not used when one of the optional flags is used.
MAX_TIME	Optional: Max park time in minutes, e.g. 240. Should only be used when <PRICE> is provided.
FREE_PREPAY	Optional: Set to 1 to indicate free prepay allowed during specified start and end time
TOW_AWAY	Optional: Set to 1 to indicate tow away zone during specified start and end time (no payment allowed)

FREE	Optional: Set to 1 to indicate free parking during specified start and end time (i.e. no price assigned)
NO_PARK	Optional: Set to 1 to indicate no parking during specified start and end time (i.e. no price assigned)

Sample XML:

Note: The XML file will include the metered spaces in the vendor system and setup for each day along with the various price schedules listed for the metered space/day combination.

```

<PRICE_SCHEDULE
xmlns="http://www.cityofsacramento.org/xsd/mpsrec">
  <METERED_SPACE>
    <SPACE_ID>PKGS2010</SPACE_ID>
    <DAYS_OF_WEEK>Tu</DAYS_OF_WEEK>
    <METER_PRICE_SCHEDULE>
      <PRICE_START_TIME>00:00</PRICE_START_TIME>
      <PRICE_END_TIME>07:00</PRICE_END_TIME>
      <FREE>1</FREE>
    </METER_PRICE_SCHEDULE>
    <METER_PRICE_SCHEDULE>
      <PRICE_START_TIME>07:00</PRICE_START_TIME>
      <PRICE_END_TIME>12:00</PRICE_END_TIME>
      <PRICE>2.75</PRICE>
      <MAX_TIME>60</MAX_TIME>
    </METER_PRICE_SCHEDULE>
    <METER_PRICE_SCHEDULE>
      <PRICE_START_TIME>12:00</PRICE_START_TIME>
      <PRICE_END_TIME>15:00</PRICE_END_TIME>
      <PRICE>3</PRICE>
      <MAX_TIME>60</MAX_TIME>
    </METER_PRICE_SCHEDULE>
    <METER_PRICE_SCHEDULE>
      <PRICE_START_TIME>15:00</PRICE_START_TIME>
      <PRICE_END_TIME>18:00</PRICE_END_TIME>
      <PRICE>3</PRICE>
      <MAX_TIME>60</MAX_TIME>
    </METER_PRICE_SCHEDULE>
    <METER_PRICE_SCHEDULE>
      <PRICE_START_TIME>18:00</PRICE_START_TIME>
      <PRICE_END_TIME>00:00</PRICE_END_TIME>
      <FREE>1</FREE>
  </METERED_SPACE>
</PRICE_SCHEDULE>

```

```

</METER_PRICE_SCHEDULE> </METERED_SPACE>
...*
<METERED_SPACE>
  <SPACE_ID>PKGS2070</SPACE_ID>
  <DAYS_OF_WEEK>Fr</DAYS_OF_WEEK>
  <METER_PRICE_SCHEDULE>
    <PRICE_START_TIME>06:00</PRICE_START_TIME>
    <PRICE_END_TIME>07:00</PRICE_END_TIME>
    <MAX_TIME>240</MAX_TIME>
    <FREE_PREPAY>1</FREE_PREPAY>
  </METER_PRICE_SCHEDULE>
</METERED_SPACE>
<METERED_SPACE>
  <SPACE_ID>PKGS2070</SPACE_ID>
  <DAYS_OF_WEEK>Sa</DAYS_OF_WEEK>
  <METER_PRICE_SCHEDULE>
    <PRICE_START_TIME>06:00</PRICE_START_TIME>
    <PRICE_END_TIME>07:00</PRICE_END_TIME>
    <MAX_TIME>240</MAX_TIME>
    <FREE_PREPAY>1</FREE_PREPAY>
  </METER_PRICE_SCHEDULE>
</METERED_SPACE>
<METERED_SPACE>
  <SPACE_ID>PKGS2100</SPACE_ID>
  <DAYS_OF_WEEK>We</DAYS_OF_WEEK>
  <METER_PRICE_SCHEDULE>
    <PRICE_START_TIME>15:00</PRICE_START_TIME>
    <PRICE_END_TIME>19:00</PRICE_END_TIME>
    <MAX_TIME>240</MAX_TIME>
    <TOW_AWAY>1</TOW_AWAY>
  </METER_PRICE_SCHEDULE>
</METERED_SPACE>
</PRICE_SCHEDULE>

```

**Followed by all other metered spaces and/or schedules for each meter/day of week. Below this point his sample only lists few metered space/price schedules to highlight the various elements and formats.....*

. Sample for Special Event reconciliation xml files.:

```

<PRICE_SCHEDULE
xmlns="http://www.cityofsacramento.org/xsd/mpsrec">
  <METERED_SPACE>
    <SPACE_ID>PKGS2010</SPACE_ID>
    <EVENT_DATE>2011-06-28</EVENT_DATE>

```

```
<METER_PRICE_SCHEDULE>
  <PRICE_START_TIME>07:00</PRICE_START_TIME>
  <PRICE_END_TIME>12:00</PRICE_END_TIME>
  <PRICE>2.75</PRICE>
  <MAX_TIME>60</MAX_TIME>
</METER_PRICE_SCHEDULE>
<METER_PRICE_SCHEDULE>
  <PRICE_START_TIME>12:00</PRICE_START_TIME>
  <PRICE_END_TIME>15:00</PRICE_END_TIME>
  <PRICE>5</PRICE>
  <MAX_TIME>60</MAX_TIME>
</METER_PRICE_SCHEDULE>
<METER_PRICE_SCHEDULE>
  <PRICE_START_TIME>15:00</PRICE_START_TIME>
  <PRICE_END_TIME>18:00</PRICE_END_TIME>
  <PRICE>3</PRICE>
  <MAX_TIME>60</MAX_TIME>
</METER_PRICE_SCHEDULE>
<METER_PRICE_SCHEDULE>
  <PRICE_START_TIME>18:00</PRICE_START_TIME>
  <PRICE_END_TIME>00:00</PRICE_END_TIME>
  <FREE>1</FREE>
</METER_PRICE_SCHEDULE>
</METERED_SPACE>
...see above*
</PRICE_SCHEDULE>
```

DOC: Attachment 8: INCOMING Meter Faults and Maintenance Codes XML specification

Date : 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Description: The following XML is the format in which the Vendor will deliver meter fault and maintenance codes information on an agreed upon interval; e.g., nightly.

Revision History		
Date	Version	Description
4/1/2013	1.0	First DRAFT for review

<METER_FAULTS>

<VENDOR_ID>**ID number assigned to Vendor by Parking Services**</VENDOR_ID>

<TRANSMISSION_DATETIME>**Date and time of transmission from Vendor in UTC**</TRANSMISSION_DATETIME>

<METERED_SPACE>--one set per space

<METER_TYPE>**MS,SS**</METER_TYPE>

<PARKING_RECORD_ID>**Internal numeric Id for meter space assigned by Parking Services**</PARKING_RECORD_ID>

<SPACE_ID>**Publicly identified ID for the space**</SPACE_ID>

<HOUSING_ID>**Identifier for meter housing at the space**</HOUSING_ID>

<MECH_ID>**Manufacturer's serial number for the meter mechanism installed in this space**</MECH_ID>

<SERIAL_NUM>**12345**</SERIAL_NUM>

<FIRMWARE_VER>**123**</FIRMWARE_VER>

<FIRMWARE_REV>**4.05**</FIRMWARE_REV>

<EVENT_TIME>**time in standard Oracle format to the second in UTC**</EVENT_TIME>

<EVENT_TYPE>**F,M,S**</EVENT_TYPE>

<FAULT>**LB**</FAULT>*

<METER_STATUS>**0 or 1**</METER_STATUS>*

<MAINT_CODE>**CJ**</MAINT_CODE>*

</METERED_SPACE>

</METER_FAULTS>

***Only one of these respective element required based on event type**

Oracle Date format: should be (Hrs as 24hr) YYYY-MM-DD 24HR:MM:SS and represented in UTC unless otherwise noted

Descriptions:

XML Code:	Shall Be:
VENDOR_ID	Assigned by Parking Services to each parking meter company, etc.
TRANSMISSION_ID	Unique and generated by Vendor
TRANSMISSION_DATETIME	Provided by Vendor, in standard Oracle date format to the second in UTC time zone
METER_TYPE	MS: multi-space meter SS: single space meter
PARKING_RECORD_ID	This is a surrogate ID automatically generated by Parking Services when a parking space is added to the database
SPACE_ID	Unique identifier assigned by Parking Services; used primarily to identify single space metered spaces on the street
HOUSING_ID	Unique identifier assigned by Parking Services; identifies the housing installed at the space
MECH_ID	Manufacturer's ID for the mechanism installed in the housing at this space
SERIAL_NUM	Unique meter serial number assigned by Parking Services
FIRMWARE_VER	The firmware version of the meter.
FIRMWARE_REV	The firmware revision of the meter.
MODEM_FIRMWARE_VER	The firmware version of the modem in the meter or pay station.
EVENT_TIME	The time the event took place (i.e. time fault occurred or cleared, time maintenance code was entered, time meter went into service or out of service). In standard Oracle date format to the second in UTC time zone

EVENT_TYPE	<p>Type of event</p> <p>F: Fault</p> <p>M: Maintenance</p> <p>S: Meter Status</p>
FAULT*	<p>If Event Type is 'F'</p> <p>Character string up to 12 characters describing the fault; e.g. "OBL" (Low Battery) or "OCRB" (Card Reader Blocked). Up to 100 possible strings – table to be provided by Parking Services (to standardize across all vendors).</p>
METER_STATUS*	<p>If Event Type is 'S'</p> <p>"0" each time the meter goes out of service; "1" each time the meter goes back into service. Correspondence between faults/maintenance events and "out of service" status to be provided by Parking Services.</p>
MAINT_CODE*	<p>If Event Type is 'M'</p> <p>Character string up to 12 characters describing the maintenance event; e.g. "RTS" (Remove Meter From Service) or "RCJ" (Cotton Jam). Up to 100 possible strings – table to be provided by Parking Services.</p>

Sample table of values for fault/maintenance codes. The final list will be provided separately by Parking Services:

ALPHA CODE	DESCRIPTION	TYPE (M/F)	SS	MS
RRI	ROUTINE INSPECTION OK	M	X	X
RCC	CLEAN CASE	M	X	X
RCOM	COMMUNICATION ERROR	M	X	X
RRB	REPLACE BATTERY	M	X	X
RSR	SERVICE REQUEST	M	X	X
RSDL	SERVICE DOOR/LOCKS	M	X	X
RVAN	VANDALISM	M	X	X
RRV	REPLACE VALIDATOR	M	X	X
RJ	JAM	M	X	X
RJC	COTTON JAM	M	X	X
OTDO	Top Door Closed	F		X
OTDC	Top Door Opened	F		X
OXF	Cashbox Full	F		X
OXFU	Cashbox Full	F		X
OCOM	Communications problem	F	X	X
ONRM	Non-reporting meter	F	X	X
ONVF	Coin Validator Fault	F	X	
ONVO	Coin Validator Oscillator	F	X	
OCRE	Card Read Error	F	X	

Sample XML:

```

<METER_FAULTS>
  <VENDOR_ID>999</VENDOR_ID>
  <TRANSMISSION_DATETIME>2012-06-27
    15:30:02</TRANSMISSION_DATETIME>
  <METERED_SPACE>
    <METER_TYPE>SS</METER_TYPE>
    <PARKING_RECORD_ID>123456</PARKING_RECORD_ID>
    <SPACE_ID>PKGS12345</SPACE_ID>
    <HOUSING_ID>PKGH55441 </HOUSING_ID>
    <MECH_ID>09615462</MECH_ID>
    <SERIAL_NUM>61290</SERIAL_NUM>
    <FIRMWARE_VER>32</FIRMWARE_VER>
    <FIRMWARE_REV>51.2</FIRMWARE_REV>
    <EVENT_TIME>2012-06-27 13:30:02</EVENT_TIME>
    <EVENT_TYPE>F</EVENT_TYPE>
    <FAULT>OBL</FAULT>
  </METERED_SPACE>
</METER_FAULTS>

```

</METERED_SPACE>
<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>56789</PARKING_RECORD_ID>
 <SPACE_ID>PKGS41</SPACE_ID>
 <HOUSING_ID>PKGH5941</HOUSING_ID>
 <MECH_ID>SG1245784</MECH_ID>
 <SERIAL_NUM>61880</SERIAL_NUM>
 <FIRMWARE_VER>32</FIRMWARE_VER>
 <FIRMWARE_REV>51.2</FIRMWARE_REV>
 <EVENT_TIME>2012-06-27 13:34:02</EVENT_TIME>
 <EVENT_TYPE>F</EVENT_TYPE>
 <FAULT>OCRB</FAULT>
</METERED_SPACE>
<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>13579</PARKING_RECORD_ID>
 <SPACE_ID>PKGS4175</SPACE_ID>
 <HOUSING_ID>PKGH23</HOUSING_ID>
 <MECH_ID>X919293</MECH_ID>
 <SERIAL_NUM>62406</SERIAL_NUM>
 <FIRMWARE_VER>32</FIRMWARE_VER>
 <FIRMWARE_REV>51.2</FIRMWARE_REV>
 <EVENT_TIME>2012-06-27 17:18:07</EVENT_TIME>
 <EVENT_TYPE>M</EVENT_TYPE>
 <MAINT_CODE>RRB</MAINT_CODE>
</METERED_SPACE>
<METERED_SPACE>
 <METER_TYPE>SS</METER_TYPE>
 <PARKING_RECORD_ID>88124</PARKING_RECORD_ID>
 <SPACE_ID>PKGS9852</SPACE_ID>
 <HOUSING_ID>PKGH5254</HOUSING_ID>
 <MECH_ID>BR549</MECH_ID>
 <SERIAL_NUM>50213</SERIAL_NUM>
 <FIRMWARE_VER>32</FIRMWARE_VER>

<FIRMWARE_REV>51.2</FIRMWARE_REV>
<EVENT_TIME>2012-06-27 23:28:07</EVENT_TIME>
<EVENT_TYPE>S</EVENT_TYPE>
<METER_STATUS>1</METER_STATUS>

</METERED_SPACE>

..... Followed by all other spaces as this sample only
lists few metered space/price schedules to highlight the various elements
and formats

</METER_FAULTS>

Attachment 9: INCOMING Meter Revenue CSV

Attachment 9

Attachment 1 to Exhibit A, Page 115

Column	Optional	Data type & format	description
Vendor	No	Char	The vendor identifier supplying the file
Meter Type	No	Char	The type of meter at the location. This can be used to identify various meter properties , such as whether it is single or multi bay, how to interpret the meter status etc.
Collection Route	No	Char	Collection Route identifier that the meter is on
Collection subroute	No	Char	Collection sub Route identifier that the meter is on
Location Id	No	Char	Space identifier
Street Name	No	Char	Street where the post exists
Bay Number	No	Number	The bay number controlled by the meter. Starts at 1. Single bay meters are always set to 1
Payment Type	No	Char	Either "CASH", "CREDIT CARD", "SMART CARD", "PAY BY PHONE"
Collection Time	No	DATE TIME (YYYY-MM-DD HH:MM:SS)	The time the meter data was collected
Transaction Time	Yes	DATE TIME (YYYY-MM-DD HH:MM:SS)	The time the transaction meter transaction took place. If this field is empty then the data is cumulative value since the last collection. If valid then the data is an individual transaction
Tokens	Yes	Integer	Number of Tokens collected per transaction or collection
Dollar2 Coins	Yes	Integer	Number of 2 dollar coins collected per transaction or collection
Dollar1 Coins	Yes	Integer	Number of 1 dollar coins collected per transaction or collection
Cents50 Coins	Yes	Integer	Number of 50 cent coins collected per transaction or collection
Cents25 Coins	Yes	Integer	Number of 25 cent coins collected per transaction or collection
Cents10 Coins	Yes	Integer	Number of 10 cent coins collected per transaction or collection
Cents5 Coins	Yes	Integer	Number of 5 cent coins collected per transaction or collection
Cents1 Coins	Yes	Integer	Number of 1 cent coins collected per transaction or collection
Total Value	No	Number(7,2)	Value of collection in dollars and cents collected per transaction or collection.
Card No	Yes	Char	Any card id. This column will only be filled in for transaction level "SMART CARD", "CREDIT CARD", or "PAY BY PHONE" and may be an encrypted value where the data is deemed sensitive. This column can be used for any future payment type which relies on an identifier.
Meter Status	Yes	integer	This may be a bit mask or numeric value representing the status. Its interpretation is dependent on the meter type
Serial No	Yes	Char	The meter's serial number.
Firmware Ver	Yes	Char	The firmware version of the meter.
Firmware Rev	Yes	Char	The firmware revision of the meter.

Notes:

- Identification of the meter type allows properties of meters to be defined in other lookup tables and processing performed according to these properties, for example interpretation of meter status.
- Payment types can be added in future if required.
- Use of transaction time allows differentiation between cumulated totals per collection or individual transactions.
- Token allows for if meters can be paid for by token. No total Value will exist for tokens
- Card No is an identifier of the device used to make a transactional payment. It doesn't have to be from a card. It could be from a finger print recognition, electronic key fob etc. Data may be encrypted to prevent fraud.
- Each column may optionally be placed in double quotes i.e. "1.34"
- Each row must be terminated by <CR><LF> , hex 0D0A

DOC: Attachment 10: INCOMING Meter Maintenance CSV

Date: 04/01/2013

Author : Parking Services, City of Sacramento

Ref:

Revision History

Date	Version	Description
4/1/2013	1.0	First DRAFT for discussion
6/1/2013	1.1	Removed erroneous references

Column	Optional	Data type & format	Description
Vendor	No	char	The vendor identifier supplying the file
Meter Type	No	char	The type of meter at the location. This can be used to identify various meter properties, such as whether it is single or multi bay, how to interpret the meter status etc.
Location Id	No	char	Post identifier.
Serial No	No	char	The meter's serial number.
Firmware Ver	No	char	The firmware version of the meter.
Firmware Rev	No	char	The firmware revision of the meter.
Event Time	No	DATE TIME (YYYY-MM-DD HH24:MI:SS')	The time the event took place (i.e. time fault occurred or cleared, time maintenance code was entered, time meter went into service or out of service).
Event Type	No	char	Type of event: F for fault, M for Maintenance, S for Status.
Fault	Yes	char	If Event Type is 'F' Character string up to 12 characters describing the fault; e.g. "LB" (Low Battery) or "CRB" (Card Reader Blocked). Up to 100 possible strings – table to be provided by Parking Services. Otherwise blank
Meter Status	Yes	integer	If Event Type is 'S' "0" each time the meter goes out of service; "1" each time the meter goes back into service. Correspondence between faults/maintenance events and "out of service" status to be provided by Parking Services. Otherwise blank
Maintenance Code	Yes	char	If Event Type is 'M' Character string up to 12 characters describing the maintenance event; e.g. "RMFS" (Remove Meter From Service) or "CJ" (Cotton Jam). Up to 100 possible strings – table to be provided by Parking Services. Otherwise blank

Notes:

- Identification of the meter type allows properties of meters to be defined in other lookup tables and processing performed according to these properties, for example interpretation of meter status.
- Each column may optionally be placed in double quotes i.e. "1.34"
- Each row must be terminated by <CR><LF> , hex 0D0A

Attachment 11: List of Faults and Maintenance Codes

ALPHA CODE	DESCRIPTION	TYPE (M/F)	SS	MS
RRI	ROUTINE INSPECTION OK	M	X	X
RCC	CLEAN CASE	M	X	X
RCOM	COMMUNICATION ERROR	M	X	X
RRB	REPLACE BATTERY	M	X	X
RSR	SERVICE REQUEST	M	X	X
RSDL	SERVICE DOOR/LOCKS	M	X	X
RVAN	VANDALISM	M	X	X
RRV	REPLACE VALIDATOR	M	X	X
RJ	JAM	M	X	X
RJC	COTTON JAM	M	X	X
RSC	STUCK COINS	M	X	X
RRPM	REPLACE PARTS TO METER	M	X	X
RCFG	CONFIG ERROR	M	X	X
RRT	RESET TIME	M	X	X
ROOO	OUT OF ORDER	M	X	X
RRS	REPLACE SIGN	M		X
RRMS	REPLACE METER INTO SERVICE	M	X	X
RTS	REMOVE METER FROM SERVICE	M	X	X
REM	EXCHANGE MECHANISM	M	X	
REH	EXCHANGE HEAD	M	X	
RBP	BROKEN POST	M	X	
RVF	Validator Fault	M	X	
RCR	Card Reader Blockage	M	X	
RDI	Display	M	X	
RK	Keypad	M	X	
RLED	Expiry LED's	M	X	
OAC	Alarms cleared	F		X
OBLD	Low Battery Alert - Dry Cell	F		X
OBLR	Low Battery Alert - Rechargeable	F		X
OXR	Cashbox Removed Alert	F		X
ONJM	Max Jam - Validator Alarm	F		X
ONJI	Input Chute Coin Jam Alert	F		X
ONJO	Reject Chute Coin Jam Alert	F		X
ONJU	Vault Chute Coin Jam Alert	F		X
OXI	New Cashbox Inserted	F		X
OMR	Meter Restarted	F		X
OTK	Technician Key Used	F		X
OEL	Maintenance Event Logged	F		X
OXAR	Cashbox Audit Retrieval	F		X
OXSI	Same Cashbox Inserted	F		X
OUDO	Vault Door Opened	F		X

ALPHA CODE	DESCRIPTION	TYPE (M/F)	SS	MS
OUDC	Vault Door Closed	F		X
OTDO	Top Door Closed	F		X
OTDC	Top Door Opened	F		X
OXF	Cashbox Full	F		X
OXFU	Cashbox Full	F		X
OCOM	Communications problem	F	X	X
ONRM	Non-reporting meter	F	X	X
ONVF	Coin Validator Fault	F	X	
ONVO	Coin Validator Oscillator	F	X	
OCRE	Card Read Error	F	X	
OCD	Card Detection Switch Fault	F	X	
OCFG	Configuration Fault	F	X	
OCRB	Card Reader Blocked	F	X	
OME	Memory Error	F	X	
OBL	Battery Low	F	X	
OBC	Battery Critical	F	X	
OX75	Cashbox 75%	F	X	
OOK	OK	F	X	
ONVB	Coin Validator Blocked	F	X	

ATTACHMENT 12: ANTICIPATED FREQUENCY OF TRANSMISSION--CSV AND XML

The table below is a summary of the Attachments describing XML and CSV specifications used for automatic programming referenced throughout the RFP, their purpose, and the anticipated frequency of transmission. While Parking Services does not anticipate major deviations to the listed specifications, Parking Services reserves the right to make changes and corrections in consultation with the Contractor during the programming development and testing phase. Likewise, Parking Services will review and consider any changes to the specifications requested by the Contractor. OUTGOING means files are going from Parking Services to the Contractor; INCOMING means files are going from the CONTRACTOR to Parking Services.

Schedule of Attachments

Attachment	Description	Purpose	Anticipated Frequency
Attachment 1 – OUTGOING PSI XML	Contains both standard and user-defined variables describing attributes of the metered spaces not related to meter behavior.	Populate attributes of newly-metered spaces in MMS.	as-needed
		Routine changes/edits to individual metered spaces in MMS.	nightly
Attachment 2 – OUTGOING Operating schedule XML	Contains variables that govern the overall hours meters are in effect; may include TOW, prepayment settings, time limits, and other restrictions.	Program meter behavior and screens of newly-metered spaces with hours, prepayment, TOW, and time limits.	as-needed
		Routine changes/edits to individual metered spaces.	nightly
		Re-program meter behavior and screens of existing metered spaces with new hours, prepayment, TOW, or time limits.	1x/month avg.
Attachment 3 – OUTGOING Price schedule XML	Contains variables that govern meter hourly rates for specific time slots.	Program meter behavior and screens of newly-metered spaces with time slots and hourly rates.	as-needed
		Routine changes/edits to individual metered spaces.	nightly
		Re-program meter behavior and screens of existing metered spaces with new time slots and rates.	1x/month avg.
Attachment 4 – OUTGOING Special event pricing and regulation XML	Contains variables that govern the overall hours meters are in effect; may include TOW, prepayment settings, time limits, other restrictions, or rates for specific time slots that override standard operating and price schedules only on specific dates listed in the XML file.	Program meter behavior and screens of newly-metered spaces with special hours, prepayment, TOW, time limits, time slots, hourly rates, or other regulations to override standard operating and price schedules on specific dates.	as-needed
		Re-program meter behavior and screens of existing metered spaces with special hours, prepayment, TOW, time limits, rates, or other regulations to override standard operating and price schedules on specific dates.	Periodic, TBD

Attachment	Description	Purpose	Anticipated Frequency
Attachment 5 – INCOMING Transaction Data XML	Contains data related to every transaction conducted at the meter including start/end times of parking sessions, payment times, amounts, and payment type.	Deliver parking transaction data to Parking Services.	real-time
Attachment 6 – INCOMING PSI changes XML specification	Contains standard and user-defined variables stored in the MMS.	Deliver standard and user-defined variables describing attributes of the metered spaces not related to meter behavior to Parking Services for comparison to Parking Services' records.	weekly
Attachment 7 – INCOMING Reconciliation XML	Contains variables that govern meter behavior stored in the MMS.	Deliver metered space programming information including hours, prepayment, TOW, time limits, rates, or special event programming to Parking Services for comparison to Parking Services' records	on-demand
Attachment 8 – INCOMING Faults & maintenance codes XML	Contains faults and maintenance codes transmitted by the meters to the MMS.	Deliver meter faults reported by meters and maintenance codes entered by Parking Services staff at the meters to Parking Services.	nightly
Attachment 9 – INCOMING Meter Revenue CSV	Contains meter revenue by Post ID.	To populate PSMS with meter revenue data.	nightly
Attachment 10 – INCOMING Meter Maintenance CSV	Contains meter maintenance data by Post ID.	To populate PSMS with meter maintenance events.	nightly
Attachment 11 – List of Faults and Maintenance Codes	Contains list of faults and maintenance codes.	Used in conjunction with Attachment 10.	nightly

LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS
SINGLE-SPACE METERS ("Meters")

I. DEFINITIONS:

In addition to the definitions in the Agreement and the Technical Specifications, the following definitions shall pertain to the terms used within this document:

- A. Average Daily Revenue (ADR) for Failed Meters is equal to the actual revenue collected for the Failed Meters for the 90-Day period prior to the date of Failure (excluding Meters in Special Event areas during a Special Event) divided by 90, divided by the number of Failed Meters. Actual Meter revenue will be based on data in the MMS.
- B. Average Special Event Daily Revenue (ASEDR) for Failed Meters is equal to the actual revenue collected for the Failed Meters for the last 10 Special Events in the 12-month period prior to the date of Failure divided by 10 divided by the number of Failed Meters. Actual Meter revenue will be based on data in the MMS.
- C. "Consumables" shall mean items that are not subject to credit assessments and/or loss compensation, such as ticket roll paper and attached graphic panels and signs.
- D. "Failure" shall mean functionality that is below the threshold in the Technical Specifications for a particular hardware or software requirement.
- E. "Performance Standards" shall mean the minimum standards acceptable for functioning of the Meters.
- F. "Vandalism" shall mean any willful damage caused to the Meter which affects the appearance or operation of the Meter or interferes with the normal use of the Meter.

II. GENERAL EXCLUSIONS:

Liquidated damages and credit assessments shall not be imposed for the following Failures or to the extent the following are solely responsible for noncompliance with the Performance Standards:

- 1. Unavoidable Delays.
- 2. Failures that are self-corrected by the Meters within agreed performance specifications (e.g., clock re-syncs).
- 3. Infant mortality, i.e., parts Failure during the first 60 Days after installation of the Meters, provided that such parts are replaced within seven Days of the Failure.
- 4. Failures in Meters that are being field tested on new software or hardware during the mutually agreed upon field test period.
- 5. Failure of Consumables.
- 6. Failure as a result of use of replacement parts for the Meters other than those authorized by CONTRACTOR.

7. Failures that are solely caused by the negligent actions or inactions of SFMTA or its contractors or subcontractors.
8. Failure of third-party providers of electrical power, internet access or cellular communications.

III. LIQUIDATED DAMAGES:

CONTRACTOR acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause the CITY to incur cost and inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to the CITY and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. The CITY and CONTRACTOR agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the damages that the CITY will incur by reason of CONTRACTOR's failure to perform, and are fair compensation to City for its losses. Failure by the CITY to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the CITY under this Agreement.

The CITY may deduct a sum representing the liquidated damages assessed from any money due to CONTRACTOR under this Agreement. Should an assessment take place, the CITY will send written notification to the CONTRACTOR for its information. Assessments within a given month shall not exceed 35 percent of the Monthly Operational Expenses paid to CONTRACTOR. Excess liquidated damages (over a monthly cap) will be carried over to the following month.

If two or more Failures are determined for a particular event, CONTRACTOR will be charged for the Failure with the highest assessment.

Where, under the provisions below, the CITY is required to issue a written warning to CONTRACTOR prior to assessment of liquidated damages, CONTRACTOR's obligation to repair, replace, correct, adjust, or modify a Failure shall not commence until the date the CITY issues such written warning, which written warning shall include a reasonable description of the nature of the Failure as known to PARKING SERVICES at the time. Any extensions to the cure period must be authorized by the CITY in writing.

Where, under the provisions below, the CITY is not required to issue a written warning to CONTRACTOR prior to assessment of liquidated damages, PARKING SERVICES, as soon as practicable after the failure, will send a written notice of assessment to CONTRACTOR, setting forth a reasonable description of the nature of the failure, as known to PARKING SERVICES at the time, and the amount of the assessment.

Liquidated Damages will not be assessed in situations where actual damages are known and for which Credit Assessments may be imposed. With respect to any breaches or items for which the City has a right to obtain liquidated damages, the City will not seek actual damages or any damages in excess of the liquidated damages to which it may be entitled.

	<u>Description of Failure:</u>	<u>Threshold for LD Assessment:</u>	<u>Potential Assessment:</u>
1a	A Failure of the Meters that results in either no payment being accepted by the meters (e.g., Meters allow free parking during enforcement hours) or application of the wrong rates.	<p>During Operating Hours, a single Failure that exceeds 20% of the total Meters installed and accepted, or multiple Failures in one Day that together exceed 20%.</p> <p>Multiple Failures that cumulatively exceed 30% over a one-week period. A single Failure of the same Meters that continues for more than one Day shall be considered to be a Multiple Failure for each Day.</p>	<p>No warning will be issued prior to assessment of liquidated damages for this Failure. CONTRACTOR may be assessed liquidated damages based on ADR* Loss multiplied by the total number of affected Meters.</p> <p>*Average Daily Revenue (ADR) Loss calculation example is contained in this document.</p>
1b	A Failure (during a Special Event) of the Meters in Special Event areas that results in either no payment transaction being Accepted by the Meters (e.g., Meters allow free parking during enforcement hours) or application of the wrong rates (e.g., although properly configured, Meter does not charge Special Event rates).	<p>During Operating Hours, a single Failure that exceeds 20% of the total Meters installed and accepted in Special Event areas, or multiple Failures in one Day in Special Event areas that together exceed 20%.</p> <p>Multiple Failures in Special Event areas that cumulatively exceed 30% over a one-week period. A single Failure of the same Meters that continues for more than one Day shall be considered to be a Multiple Failure for each Day.</p>	<p>No warning will be issued prior to assessment of liquidated damages for this Failure. CONTRACTOR may be assessed liquidated damages based on ASED** Loss multiplied by the total number of affected Meters.</p> <p>**Average Special Event Daily Revenue (ASEDR) Loss calculation example is contained in this document.</p>

	<u>Description of Failure:</u>	<u>Threshold for LD Assessment:</u>	<u>Potential Assessment:</u>
2	CONTRACTOR Fails to maintain Payment Card Industry Data Security Standard Certification.	Any lapse in requirements as described in Section I.A.7.a of the Technical Specifications.	No warning will be issued prior to assessment of liquidated damages for this Failure. CONTRACTOR may be assessed liquidated damages of \$30,000 the first month (or portion thereof) of non-compliance and \$40,000 for each additional month (or portion thereof) until the Failure is cured. For all future such Failures, CONTRACTOR will be assessed liquidated damages in the amount of \$45,000 per month (or portion thereof) until the Failure is cured.
3	CONTRACTOR Fails to comply with the Batch Delivery Schedule [TBD].	See Delivery Schedule	No warning will be issued prior to assessment of liquidated damages for this Failure. CONTRACTOR may be assessed liquidated damages of \$3,000 per day per deliverable until the Failure is cured.

	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
4	Meter Fails to provide a customer the proper time purchased.	(Applies to items 4-11) More than 5% of accepted Meters Fail.	(Applies to items 4-11) Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure the Failure within seven days thereafter, unless an extension is authorized by Parking Services in writing. If the Failure is not cured within allotted time frame, CONTRACTOR may be assessed liquidated damages of \$10 per Failing metered space per day, from the date of the initial Failure until the Failure is cured. For all future such Failures CONTRACTOR may be assessed liquidated damages of \$15 per metered space per day until the Failure is cured.
5	Meter Fails to wirelessly communicate all payment statuses to its respective MMS (coins, smart cards, credit card etc.) even though the wireless network is available.		
6	CONTRACTOR Fails to transmit evidence of a transaction paid via pay-by-phone vendor to the Meter within 60 seconds after pay-by-phone transactions are received from PBP vendor.		
7	Meter gives a customer time when the space is programmed as "No Parking."		
8	Meter Fails to provide accurate visual enforcement indication on the front and the back of the Meter.		
9	Meter Fails to display, retain, or deliver a time-stamped "out of order" message to MMS.		
10	Meter Fails to transmit a requested alarm when malfunctioning (e.g., coin jam, card reader jam, low battery, out of order etc.)		
11	Failure of a new coin discrimination parameter change to be sent to a Meter wirelessly.		

	Description of Failure:	Threshold LD Assessment:	Potential Assessment:
12	CONTRACTOR Fails to deliver accurate rate changes in accordance with the schedule agreed to by the Parties.].	(Applies to items 12-16) More than 2% of accepted Meters Fail.	(Applies to items 12-16) Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure the Failure within 72 hours thereafter unless an extension is authorized by Parking Services in writing. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$10 per Failing metered space per day, from the date of the initial Failure until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$15 per Failing metered space per day until the Failure is cured.
13	CONTRACTOR Fails to deliver time limit changes to its Meters accurately in accordance with the schedule agreed to by the Parties.		
14	CONTRACTOR Fails to deliver operational hours changes to its Meters accurately in accordance with the schedule agreed to by the Parties.		
15	CONTRACTOR Fails to deliver display configuration changes to its Meters, and Fails to do so accurately in accordance with the schedule agreed to by the Parties.		
16	CONTRACTOR Fails to modify its modem settings (e.g. time the modem is required to listen for PBP transaction data) accurately in accordance with the schedule agreed to by the Parties.		

Liquidated Damages and Credit Assessments
 Parking Meters and Related Services

17	MMS Fails to automatically detect and program a replacement mechanism over a period of five consecutive days.	More than 0.2% of the accepted Meters.	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter, unless an extension is authorized by Parking Services in writing. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$10 per Failing metered space per day, from the date of the initial Failure until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$15 per Failing metered space per day until the Failure is cured.
18	Meters' internal clocks drift more than two seconds per Day, or Meters do not automatically adjust internal clocks for Daylight Saving Time periodic changes.	More than 2% of the accepted Meters, over a period of three consecutive days.	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter, unless an extension is authorized by Parking Services in writing. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$10 per Failing metered space per day, from the date of the initial Failure until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$15 per Failing metered space per day until the Failure is cured.
19	Meter Fails to synch its internal clock with the MMS on all call-in events.		

Liquidated Damages and Credit Assessments
 Parking Meters and Related Services

20	Failure of a Meter to properly recognize and credit time for new coins issued by the U.S. Mint.	None	Parking Services will issue a written warning. CONTRACTOR shall cure within three days thereafter, unless an extension is authorized by Parking Services in writing. If the Failure is not cured within the allotted time frame CONTRACTOR may be assessed liquidated damages of \$10 per Failing metered space per day, from the date of the initial Failure until the Failure is cured. For all future Failures CONTRACTOR may be assessed liquidated damages in the amount of \$15 per Failing metered space per calendar day until the Failure is cured.
21	Failure to deliver any custom report by the agreed-upon date.	Not applicable	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within 14 days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$50 per missed report per day until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$75 per day for each missed report until the Failure is cured.
22	Failure to make a custom report available to run in the MMS during the contract period.		
23	Failure of the Meters to download the Hotlist within 24 hours.	None	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within three Days thereafter, unless an extension is authorized by Parking Services in writing. If the Failure is not cured within allotted time frame,
24	Failure of the MMS to update Hotlist within 24 hours.		

Liquidated Damages and Credit Assessments
Parking Meters and Related Services

25	Failure of the Meter to reject a card that is on the Hotlist.		CONTRACTOR may be assessed liquidated damages of \$100 per Day until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$150 per day until the Failure is cured.
26	Failure of CONTRACTOR to return a call from Parking Services within 15 minutes. (Tech. Spec. Sec. I.A.2.a.ii.)		Parking Services will issue a written warning prior to assessment of liquidated damages. If the Failure occurs a second time, CONTRACTOR may be assessed liquidated damages of \$100 per incident. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$150 per incident.

	<u>Description of Failure:</u>	<u>Threshold LD Assessment:</u>	<u>Potential Assessment:</u>
27a	<p>Failure of the Meter to maintain 99% accuracy in its daily audit that passes through the Meter payment systems.</p> <p>Coins: Comparison will be made between MMS collection report and physical coin count.</p> <p>Credit Card: Comparison will be made between the Gateway report and the bank deposit.</p>	Discrepancy of more than 1% in audit of daily revenue	<p>Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$100 per day until the Failure is cured.</p>
27b	<p>Failure of the Meter to maintain 99% accuracy in its audit of total monthly revenue that passes through the Meter Payment systems.</p> <p>(Coin, credit card and smart card revenue: Comparison will be made between MMS, financial reports and the SFMTA databases.)</p>	Discrepancy of more than 1% in audit of monthly revenue	<p>Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$100 per day until the Failure is cured.</p>
28	CONTRACTOR Fails to deliver historical data (e.g. revenue, revenue collections, maintenance events, alarms, payment) in the format or within the time frame requested by Parking Services.	none	<p>Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$100 per day until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$150 per day until the Failure is cured.</p>

	<u>Description of Failure:</u>	<u>Threshold LD Assessment:</u>	<u>Potential Assessment:</u>
29	Failure to deliver 99 percent of all data (e.g., CSV files) to Parking Services daily.	none	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within three days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$250 per day until the Failure is cured. For any future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$500 per day until the Failure is cured.
30	Failure to deliver 99 percent of all XML data feed to Parking Services within 60 seconds of transmission.		
31	Failure of CONTRACTOR's MMS to process any XML file (e.g., price schedule, special event spreadsheet) as described in the attached specification documents.		
32	A User with operable computers and broadband internet connection is unable to log in to the MMS (mobile and stand-alone), within 60 seconds. (Sec. III.A.1.a.)	none	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$250 per day until the Failure is cured. For any future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$500 per day until the Failure is cured.
33	A User with operable computers and broadband internet connection receives an error code from the MMS.		
34	With the exception of mutually agreed-upon downtime, the MMS or any component of the MMS fails to be available for use (e.g., the server is down, the internet connection at the data center is not functioning, a hard drive Failure on one of the storage servers) more frequently than once per calendar month.		

Liquidated Damages and Credit Assessments
 Parking Meters and Related Services

	<u>Description of Failure:</u>	<u>Threshold LD Assessment:</u>	<u>Potential Assessment:</u>
35	Failure of CONTRACTOR to make available custom fields within its MMS by a mutually agreed-upon timeframe.	not applicable	Parking Services will issue a written warning prior to assessment of liquidated damages. CONTRACTOR shall cure within 14 days thereafter. If the Failure is not cured within the allotted time frame CONTRACTOR may be assessed liquidated damages of \$250 per day until the Failure is cured. For any future such Failures, CONTRACTOR may be assessed liquidated damages in the amount of \$500 per day until the Failure is cured.
36	Meter Fails to transmit data to the MMS within 120 seconds of transaction.	Five percent of average daily transactions. Percentage shall be calculated once a month on the anniversary Day of the Notice to Proceed.	Parking Services will issue a written warning to CONTRACTOR prior to assessment of liquidated damages. CONTRACTOR shall cure within 14 days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$250 per day until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages without benefit of warning in the amount of \$500 per day until the Failure is cured.
37	MMS Fails to transmit transactional data to Parking Services within 10 seconds of MMS receipt.		
38a	Contractor Fails to provide an SFTP site with a file structure within 60 Days of the Notice to Proceed, as described in Sections III.B.1.c and III.B.1.d of the Statement of Work.	No compliance by Day 61.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages at the rate of \$500 per month until the Failure is cured.

	<u>Description of Failure:</u>	<u>Threshold LD Assessment:</u>	<u>Potential Assessment:</u>
38b	Contractor Fails to maintain a functional SFTP site for the term of the Agreement, as described in Section III.B.1.c of the Statement of Work.	No functionality of the FTP site for a continuous two-week period.	Parking Services will issue a written warning to CONTRACTOR prior to assessment of liquidated damages. CONTRACTOR shall cure within seven days thereafter. If the Failure is not cured within the allotted time frame, CONTRACTOR may be assessed liquidated damages of \$500 per week until the Failure is cured. For all future such Failures, CONTRACTOR may be assessed liquidated damages without benefit of warning in the amount of \$750 per week until the Failure is cured.
39	Any MMS programming or customization functional requirement, defined in Section III of the Statement of Work, is not completed within the timeline agreed by CONTRACTOR and Parking Services.	Functional requirement not met on next business day after the agreed timeline.	No warning will be issued prior to assessment of liquidated damages for this Failure. Beginning on the 91st Day after the Notice to Proceed, the Contractor may be assessed liquidated damages at the rate of \$500 per functional requirement per month until the Failure is cured.

CREDIT ASSESSMENTS:

In addition to the Failures for which liquidated damages may be imposed, CONTRACTOR agrees that in certain instances of Failure of performance of the Meters, the City will suffer loss of revenue and other damages in an amount that can reasonably be calculated. CONTRACTOR agrees that such loss of revenue ("credit assessments") as set forth below may be deducted by the City from payments to CONTRACTOR under the Agreement as they accrue. Should an assessment take place, the SFMTA will send written notification to CONTRACTOR for its information. Assessments within a given month shall not exceed 35 percent of the Monthly Operational Expenses paid to CONTRACTOR. Excess credit assessments (over a monthly cap) will be carried over to the following month.

1. Parking Services will monitor the Performance Standards listed for compliance with the requirements of the Agreement and share information monthly with CONTRACTOR to provide early indication of potential issues. These standards are meant to be systematic performance issues.
2. If there is a Failure in the performance of the Meters as provided below, Parking Services will notify CONTRACTOR in writing, with supporting performance data.
3. CONTRACTOR shall review the potential performance deviation data and respond within 24 hours with acknowledgement of a potential Performance Standard Failure (or lack thereof) and potential causes. Failure to respond to the notice in a timely manner may result in liquidated damages to Parking Services of \$1,000 per day.
4. CONTRACTOR shall cure the Failure within seven days of the Failure unless Parking Services agrees to extend the time to cure. If the Failure is not repaired within seven days of acknowledgement (unless additional cure time has been granted), CONTRACTOR agrees that Parking Services shall be entitled to Credit Assessments as set forth below:
 - a. All labor costs incurred by the City associated with repairing or replacing parts required to cure the Failure (e.g., labor costs, including overhead, for the following positions: Position 13206 (Parking Meter Coin Collector), Position 13334 (Parking Meter Repair Worker), and/or Position 23010 (Parking Meter Collection Supervisor)). Administrative costs shall also be included.
 - b. The cost of any materials or parts required to cure the Failure.
 - c. Any costs of disposal of Meters associated with the Failure if Parking Services is required to repair the Failure.
 - d. Revenue losses directly associated with this Failure, retroactive to seven days after the date of the Failure, per Meter, until the Failure is cured. Revenue loss shall be calculated based on ADR for the meters in question.
 - e. A list of Failures of Performances Standards in this category follows below:

	<u>Description of Failure:</u>	<u>Threshold</u>
1	CPU/Motherboard Failure.	More than 2% of accepted Meter mechanisms
2	Battery Fails to last for the term 12 months.	
3	The jam detection mechanism Fails to detect metallic or non-metallic jams.	
4	Meter Modem Failure	
5	Meter Antenna Failure	
6	Keypad or button Failure.	
7	Failure of the single-space Meter Mechanism and Meter dome (if required) to securely fit within the designated housing.	
8	Any keypad or button proves to be non-weather-proof or becomes corroded.	

Examples:

ADR (Average Daily Revenue):

- Inventory of Accepted Meters: 6,000
- Systemwide Failure affected 30% of the inventory, or 1,800 Meters for 10 Days.
- Calculations:
 - o Revenue collected in prior 90 days for 1,800 Meters = \$810,000
 - o ADR will be \$810,000 **divided by** 90 Days and **divided by** 1,800 Meters **equals** \$5 per Meter/ per Day.
 - o For 10 Days of Failure MMS reported total revenue for 1,800 affected Meters as \$50,000.
 - o LD for such Failure would be calculated as 1,800 multiplied by \$5 ADR **multiplied by** 10 Days (= \$90,000) **minus** \$50,000 of actual revenue **equals** \$40,000.

ASEDR (Average Special Event Daily Revenue):

- Inventory of Accepted Meters: 6,000
- System-wide Failure affected 22% of the inventory, or 1,320 Meters for 2 Days.
- Calculations.

- *For the last 10 special events from the date of failure MMS reported total revenue for 1,320 affected Meters as \$99,000*
- *ASEDR will be \$99,000 divided by 10 events and divided by 1,320 Meters equals \$7.50 per Meter per Day.*
- *For 2 Days of Failure MMS reported total revenue for 1,320 affected Meters as \$2,640.*
- *LD for such Failure would be calculated as 1,320 multiplied by \$7 ASEDR multiplied by 2 Days minus \$2,640 equals \$15,840.*

Meter Commissioning Checklist

- 1) Meter Mechanism shall not be damaged during shipment.
- 2) Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- 3) Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- 4) Non-authorized coins shall not register any amount of time.
- 5) The card reader shall recognize the insertion of a valid credit or smart card.
- 6) The automated mechanism configuration download shall work as described in the Technical Specifications.
- 7) The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- 8) The Meter Mechanism programming profile is accurate for its assigned location id.
- 9) The Keypad shall work properly.
- 10) The Meter Mechanism shall register jams.
- 11) The Meter Mechanism LEDs shall work properly.
- 12) The Meter Mechanism stickers shall be properly applied.
- 13) The Meter Mechanism communications channels shall work properly.
- 14) The Meter Mechanism shall display proper the date and time.
- 15) The Meter Mechanism backlight shall operate properly.
- 16) The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

**Parking Meter Electro-mechanical Vault
Locks and Management System
Scope of Work**

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Section I: Introduction

CONTRACTOR will purchase electronic lock cylinders, full vault door assemblies (i.e. vault door, hinges, electronic lock cylinders), and electronic keys to improve security for parking meters throughout the City. The system shall be supported by an Electronic Lock Management System (ELMS).

All products (lock cylinders and keys) shall be warranted for three years (price shall be included in the unit cost) and have two one year warranty extension options. Shipping for warranty repairs shall be paid both ways by CONTRACTOR.

The initial procurement shall be distributed across multiple deliveries that may span six months or longer. The City shall be able to buy additional locks, keys, and ELMS licenses at the price levels established in this procurement for the life of the contract.

Section II: Electro-mechanical Vault/Lock and Key Specifications

1. Electronic Locks

- A. Locks shall be made from new material and be weatherproof.
- B. All parking meter vault door locks shall be of electro-mechanical design. Access shall be controlled electronically, while the actual rotating of the lock cylinder is performed by turning a collection key device.
- C. The electronic locks shall require no power from the parking meter itself. All power for operating the lock must come from key.
- D. The electronic lock memory shall store no less than 1,000 access related events (e.g. collections, unauthorized attempted access, collection key not in the system, collection key is out of schedule, collection key not on route, etc.). After the threshold is reached, the oldest record must be deleted.
- E. The electronic lock shall only allow the key to be removed when the lock is in the locked position.
- F. Electronic locks shall incorporate a stainless steel, drill-resistant face plate.
- G. The face plate must be constructed to break away and spin freely for resistance to attack by torque.
- H. Electronic locks shall have break-away plug face to fail leaving the vault secure in the event of over-torqueing.
- I. Electronic locks shall have a stainless steel plug face and shall resist adverse environmental conditions, including but not limited to, wind-blown grime, rain, fog, humidity, sun (including direct sunlight), and vibrations.
- J. Electronic locks shall have drill-resistant inserts.
- K. The cylinder configuration of electronic locks shall fit all types of existing vault doors and housings in use in the City of Sacramento. If not, new vault doors shall be provided.
- L. Electronic locks shall support a secure communications session between the lock and an electronic key, using a combination of schemes including DES, AES and designated proprietary encryption developed by the electronic lock manufacturer.
- M. The electronic lock cylinders shall tolerate the following environmental conditions:
 - a. Extreme high temperature: 160° F
 - b. Extreme low temperature: -10° F
 - c. Extreme temperature cycling: -10° F to 160° F
 - d. ASTM-B-117 Salt Fog Testing: Greater than 48 hours.
- N. The electronic lock cylinders shall surpass or meet the following electronic testing specifications:
 - a. ESD Protection: +/- 15kV
 - b. Over-voltage Protection: Cylinder Security Protected
- O. The electronic lock cylinders shall surpass or meet the following mechanical specifications:
 - a. Plug Front Breakaway Torque: 90 In-Lb
 - b. Plug front successfully spins and cylinder remains secure

- c. Shock and Vibration: Test samples withstanding the vibration conditions specified without physical damage, and continue to exhibit normal performance
- P. The electronic lock cylinders shall tolerate the following vibration specifications, or if requested, shall be further tested and results provided by the manufacturer:
 - a. 5 to 2000 Hz, at an input level of 1G.
 - b. Front to Back Axis
 - c. Side to Side Axis
 - d. Top to Bottom Axis
 - e. Slow Sweep – Resonant Frequency
 - f. Slow Sweep – Low Frequency
 - g. 10% to +10% of sample resonant frequency, at an input level of 1G
 - h. 69Hz to 84Hz, at an input level of 1G
 - i. High resistance to high speed steel and carbide drills
 - j. Cylinder resistant to over 6-foot drop
- Q. The electronic lock assembly as mounted in the MacKay MKV 97HD housing shall be tested for its resistance to physical attack methods and shall have the following performance characteristics:

Test	Description	Measured Value
Plug Drill	Drill plug and gain access	9/64 drill; 4 minutes; no entry to cash vault
Plug Punch	Punch the plug to gain access	3 lb hammer; 5/8 punch; five blows; no entry to cash vault.
Plug Pull	Pull the plug to gain access	Greater than 3,000 lbs; no entry to cash vault.
Plug Torque	Attempt to open by rotating plug with a tool inserted in key way.	Shall allow for fail secure at torque of 65 inch pounds; no entry to cash vault.
External Heat	Heat with a propane torch.	Direct heat 3 minutes; no entry to cash vault.
Hammer Bounce	Use a 2-lb hammer and a tool inserted in the key way to gain access to the vault.	Two sets of 25 blows while attempting to turn a tool in the lock; no entry to cash vault

2. Electronic Keys

- A. The electronic keys shall be made from new material, with an all-metal housing, and shall be durable, weatherproof, and water-resistant.

- B. The electronic key shall have a durable, replaceable, hardened steel key tip.
- C. The electronic key tip shall last without replacement for a minimum of 150,000 lock openings
- D. The electronic key circuitry components shall be securely potted inside the body of the key.
- E. The electronic key memory shall be non-volatile and protected by a separate internal battery.
- F. The electronic key shall be programmable to operate specific locks during specified schedules, and not to operate past expiration.
- G. The electronic key shall provide all power to the lock.
- H. The electronic key shall include a rechargeable battery with a life cycle of no less than 2,000 openings per charge.
- I. The electronic key shall incorporate replaceable data contacts for electronic communications with electronic locks.
- J. The electronic key shall withstand all adverse weather conditions (e.g. fog, moisture, grime, dirt, heat, cold etc.).
- K. The electronic key shall be able to store a minimum of 10,000 electronic lock cylinders to be opened.
- L. The electronic key shall be able to store audit events and prevent the loss of audit trail data.
- M. The electronic key shall be able to collect and transfer audit data events (e.g. collections, access, unauthorized collection attempts etc.) from electronic locks to lock management system.
- N. The electronic key shall be able to have an activation period from one day to 30 days.
- O. The electronic key shall use commonly available "off-the-shelf" rechargeable batteries.
- P. The electronic key battery indication should be visible during key programming.
- Q. The electronic key internal battery shall be able to protect audit and collection route/subroute data; "non-volatile" memory shall be protected for a minimum of one year and shall be programmable via management system.
- R. The electronic key shall support a secure communications session between the key and host PC using a combination of schemes including DES, AES and designated proprietary encryption developed by the electronic lock manufacturer.
- S. The electronic key shall be damage resistant to a drop of up to six feet.

Section III: Electronic Lock Management System (ELMS)

- A. ELMS shall allow combining parking meter location IDs into a minimum of ten various groups (e.g. blocks, areas, streets, collection subroutes, collection routes, parking meter districts, etc.).
- B. ELMS shall allow customization of support group names, report columns and headings.
- C. ELMS database shall store all the electronic lock codes in encrypted format.
- D. ELMS shall have multiple security levels including but not limited to administrative keys, customer unique pins (e.g. system password), and manufacturer's generated lock codes specific to the Agency.
- E. ELMS shall allow for secure software logins and user definable modular permissions to grant and control various levels of software access.
- F. ELMS shall allow assignments and managing of multiple location ID's as a group; e.g. assigning multiple location ID's to the appropriate collection subroute or parking meter repair route.
- G. ELMS shall allow assignments and managing multiple software users/groups permissions at the same time.
- H. ELMS shall allow assignment of the key to a particular user or group of users.
- I. ELMS shall track software user activity (e.g. who and when created a route, subroute, collection schedule, assigned or edited location id, added or removed locks from the inventory, etc.).
- J. ELMS shall have the ability to use a calendar feature, to program, display, and color code scheduling of lock openings based on various grouping of location ids collection subroutes, routes, areas, assignments etc.
- K. ELMS shall allow editing and deleting of routes, locations, meters and employees together with summaries of routes, locations, meters, keys and locks.
- L. ELMS shall allow for automated programming of collection keys. In particular, the following features shall be supported:
 - a. Detection and automated collection key programing
 - b. Scheduling time to automatically program all or some of the collection keys at once
 - c. Scheduling and automated collection key programing for various physical locations, assuming all locations are part of one network. A minimum of four locations must be available; e.g., an operator must be able to schedule and program collection keys at Parking Services' headquarters, the Meter Shop, and the "corporation yards."
- M. ELMS shall have a function to "import" meter location IDs, along with the various groupings, for initial setup and mass updates
- N. ELMS shall have a reporting module that provides data mining capabilities.
- O. ELMS shall be able to export all reports into various formats (including, but not limited to, CSV, XML, PDF, EXCEL, WORD, TXT, HTML).
- P. ELMS database shall store all the collection and access data in history tables, which can be queried for historical reports.
- Q. ELMS shall be able to provide the following predefined reports:

- a. Daily Collection Route Report – after completion of the collection activities, ELMS shall allow reporting on daily collection assignments by individual collection key, group of keys or all daily activity. This report shall support variable data range parameter.
- b. Collection Route Activity Report - after completion of the collection assignment, ELMS shall allow retrieval of the collection route data from the schedule grid.
- c. Software Activity Report – this report shall be able to display any and all software activity (e.g. creation of new location id, collection route/subroute, lock assignments, user software logins and durations of active session, schedule creation and modification etc.). The Software Activity Report shall be able to provide historical usage data for a given date or for a range of dates.
- d. Schedule Summary Report – this report shall be able to display all the scheduling activity within specified time period. Report shall include assigned work summary (e.g. location ids, collection routes, repair routes, etc.), collection key number, collector name, scheduler login information, date and time of the scheduled events.
- e. Collection Activity Report – this report shall provide accurate records of collections activities performed by a specific collection key or set of keys.
- f. Collection Route Content Report – this report shall provide the list of assets, locks, and other attributes associated with a particular collection route or collection subroute. This report shall generate an inventory of these elements giving the selected parameters.
- g. Lock Installation Report – this report shall provide accurate records of lock assignments that occur within specified date range.
- h. Lock History Assignment Report – this report shall display lock assignment history within specified data range. The report shall include lock #, location ids, any route information, date of each assignment and person performing the changes.

**Mobile Payment Service
Scope of Work
Requirements and Performance Standards**

1. Introduction

CONTRACTOR shall provide a citywide Mobile Payment Service to enable Customers to pay for parking at all on-street single-space metered parking spaces in CITY (approximately 6,000, but with future expansions), as well the spaces in select off-street lots, for which mobile payments will be made by space number.

Deployment to the off-street lots will begin implementation immediately upon contract execution. Deployment to on-street metered spaces will be completed in phases after a sufficient number of meters have been upgraded to CONTRACTOR's technology, based on mutual agreement between CONTRACTOR and Parking Services.

CITY recognizes that CONTRACTOR may subcontract this service to another vendor, with the approval of Parking Services. CONTRACTOR is responsible for ensuring that any subcontracted vendor(s) meet all specifications and performance standards described in this Scope of Work.

2. Description of Services

Through the Mobile Payment Service, Customers shall be able to pay for parking with the following methods, at minimum:

- Phone call to CONTRACTOR's IVR and/or DTMF system (through any phone)
- Use of a web browser on a mobile device, allowing the Customer to enter a space number
- Use of an app on a smartphone (at minimum, iOS and Android devices) where the user enters a space number
- Recognizing an NFC tag (affixed to a meter or pole) that launches an app on a smartphone (at minimum, Android devices)
- Scanning a QR code that launches an app on a smartphone (at minimum, iOS and Android devices)

CONTRACTOR shall be responsible for collecting revenue from Customers, consistent with the posted meter rates, which shall be transmitted to Parking Services in its entirety. The fee that CONTRACTOR is authorized to charge per the Agreement shall not be taken out of this revenue. Parking Services shall be responsible for the accurate transmission of meter rates to CONTRACTOR at least 72 hours prior to said rates taking effect and for enforcement of parking regulations.

CONTRACTOR will perform the following services:

A. DEFINITIONS

The following is a summary of terms to be used within this document:

"Business Days" shall mean Monday through Friday, excluding CITY-observed holidays. See <http://www.cityofsacramento.org/CityHolidaySchedule.html> for a listing of official CITY holidays.

“Calculated Liquidated Damages” shall mean the sum of each liquidated damages assessment for each Incident.

“Calendar Quarter” shall mean any one of the following three-month periods: January to March; April to June; July to September; and October to December.

“Contractor’s Management System” shall mean CONTRACTOR’s database system used to store Customer account information and all information relating to System transactions.

“Customer” shall mean a person using the Mobile Payment Service to pay for parking.

“Days” shall mean calendar days.

“DTMF” shall mean “Dual-Tone Multi-Frequency,” the tones emitted from many push-button phones that can be used to control interactive systems; e.g., “Press 1 to inquire on account, press 2 to make a payment,”

“Electronic Commerce” shall mean the ability to safely and securely charge and process credit cards over the phone or internet in exchange for goods or services.

“Handheld Device” shall mean the handheld device used by CITY Parking Enforcement Officers (PEOs) to verify the payment status of parking spaces and issue parking citations.

“Incident” shall mean an event where CONTRACTOR fails to meet the specified performance standards. An Incident may trigger the assessment of a liquidated damage or an Event of Default.

“Independent Third Party” shall mean any firm or entity whom CONTRACTOR has hired and/or pays to provide services under this Agreement but over whom CONTRACTOR does not and is unable to exercise any direct control over concerning the service provided, including but not limited to wireless carriers, messaging and internet service providers, financial institutions and payment processors, hardware manufacturers supplying Handheld Devices for Parking Enforcement Officers, firms providing citation issuance software for Handheld Devices, and firms with a contractual relationship with CITY that provide software and/or hardware to support Parking Services’ functions.

“IVR” shall mean the Interactive Voice Response software that recognizes spoken words over the telephone and translates into computer code to assist the caller with their service needs.

“Meter Management System” shall mean the database system operated by CONTRACTOR that tracks meter transactions and transmits data to meters.

“Parking Services Management System” (PSMS) shall mean the database server used by Parking Services to store information about parking space occupancy, payment, turnover rates and other data.

“Parking Services” shall mean the division of the Public Works Department of the City of Sacramento responsible for management of CITY’s parking inventory, including parking meters.

“PEO” shall mean a CITY employee in the Parking Enforcement Officer classification, or manager/supervisor over that classification, who is authorized to issue citations for parking violations.

“**PDT or PST**” shall mean Pacific Daylight Time or Pacific Standard Time, which is the time base for any scheduling for Services under the Agreement.

“**Performance Standards**” shall mean the minimum standards acceptable for functioning of the Service.

“**Real Time**” shall mean a time period of five (5) seconds or less in order to process a transaction as set forth herein.

“**Service**” shall mean the Mobile Payment service including the IVR, wireless network, servers, operating software, etc.

B. CUSTOMER AND SERVICE INTERFACE REQUIREMENTS

CONTRACTOR shall provide seamless integration between its Service, Customers, PEOs’ Handheld Devices, Parking Services’ meters, and Parking Services-managed databases (e.g., Parking Services Management System, Meter Management Systems, and other) as provided under CITY’s third-party agreement(s).

1. **Parking Space Coverage** – During any given 30 day period, CONTRACTOR shall ensure that the Service is available at a minimum of 98 percent of the agreed-upon CITY-managed on-and off-street parking spaces. No more than 2 percent of said spaces may be excluded from the Service due to inadequate wireless coverage to support the system. CONTRACTOR shall not be responsible for the cell phone performance of individual Customers. To measure performance under this standard, CONTRACTOR shall provide a report outlining active locations available for use through the Service and shall make this report available upon request from Parking Services. CITY reserves the right to seek independent third party verification of the report. Prior to commencing service, CONTRACTOR shall verify that a comprehensive survey of CITY-managed on-street parking spaces was completed at CONTRACTOR’s expense to determine which spaces are included and excluded from the Service. Thereafter, spaces may be added or subtracted from the Service due to changes in wireless coverage as directed by Parking Services or recommended by CONTRACTOR.
2. **Service Availability** – CONTRACTOR shall ensure that the Service is available to Customers during any and all hours that CITY has paid parking in force, seven days per week, including holidays. Unless a system outage is agreed to in advance by CONTRACTOR and Parking Services, Service must be available for 99.5 percent of operating hours during any given seven day period, and must not have any continuous outage in excess of 15 minutes. Where the Service is unavailable, CONTRACTOR must inform Customers that they are still required to pay for parking through another means. To measure performance under this standard, CONTRACTOR shall maintain application tracking logs and shall make such logs available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance. The following features must be active for the Service to be considered “available”:
 - (a) Customer must be able to initiate a payment through one of the following methods:
 - i. By a phone call to a Sacramento area telephone number, provided by CITY, and managed by CONTRACTOR, to initiate a parking payment. The number shall be relinquished to CITY or transferred to any third party as designated by CITY upon termination of the Agreement, for any reason, at no additional cost to CITY.

- ii. By use of an “app” (either iOS or Android) on a smartphone or other device, either launched by the customer or by the phone’s recognition of any event designed to launch the app, to initiate a parking payment.
 - iii. By use of a web page accessible from a browser on a mobile phone or other wireless device to initiate a parking payment.
- (b) CONTRACTOR’s Interactive Voice Response (“IVR”) or DTMF system must be available to receive the call, or CONTRACTOR’s app server or web server must be available to receive the request from the mobile device, and process the transaction at the requested location.
 - (c) CONTRACTOR’s system must record the payment and parking session correctly.
 - (d) CONTRACTOR’s Management System must be available to respond to queries from Handheld Units used by CITY’s Parking Enforcement Officers.
3. Customer Service Inquiries – CONTRACTOR’s IVR system will be capable of customization according to specifications agreed to by Parking Services and CONTRACTOR. CONTRACTOR shall work with Parking Services to streamline IVR menus to improve customer experience, including options to provide translations in other languages mutually agreed to by CITY and CONTRACTOR, or required by CITY law, at no cost to CITY, and voice recognition capability in English if required by CITY. The IVR system shall permit Customers (a) to create an account and (b) to speak with a live Customer Service agent to modify an account in a manner consistent with Level One Payment Card Industry (PCI) Data Security Standard (<https://www.pcisecuritystandards.org/index.shtml>) and CONTRACTOR’s internal security standards, to ask questions about the Service, and track and resolve payment processing issues (including acceptance, reversal, duplicate and fraudulent charges, etc.). The IVR system shall also incorporate any other functions as mutually agreed to by Parking Services and CONTRACTOR. During any given three-month period, CONTRACTOR shall provide a live Customer Service agent for 98 percent of the time from 6 a.m. to 6 p.m. on business days. To measure performance under this standard, CONTRACTOR shall engage an Independent Third Party to make random calls from a landline phone to CONTRACTOR’s IVR system upon request from CITY. A minimum sample size shall consist of 300 calls over 30 days, with at least 10 calls per day spaced out a minimum of five minutes apart.
 4. Responses to CITY Staff Inquiries – CONTRACTOR shall provide a separate phone number for CITY staff to communicate Service-related issues from 8 a.m. to 5 p.m. on business days (the “Customer Service Number”) and a second phone number for emergency issues (“the “Emergency Phone Number”). During any given 180 day period, CONTRACTOR shall respond to 90 percent of priority calls directed to the Emergency Phone Number related to enforcement, payments or data transmission within 15 minutes, and 100 percent of said calls within 2 hours. During any given 180 day period, CONTRACTOR shall respond to 90 percent of all other calls directed to the Customer Service Phone Number within 1 business day and 100 percent of calls within 2 business days. To measure performance under this standard, CONTRACTOR shall track phone calls, and a minimum sample size of 30 calls shall be required to determine compliance. CONTRACTOR shall make such log available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.
 5. Online Account – Customers shall be able to create and view an account, and change account details online. Customers shall also be able to review previous parking transactions and parking payments, adjustments, and modify credit card details online.
 6. Parking Confirmation – Customers shall receive confirmation upon successful payment via the means through which they initiated the transaction. Customers who fail to complete the payment process will be sent an SMS indicating that they are not successfully parked.

Customers shall have the option to receive an email receipt provided they add their email address to their account profile. The email receipt will indicate, for each transaction, the location of parking, duration and amount charged. Customers shall also have the option to receive a reminder via SMS before the parking meter expires, and shall have the ability to remotely extend a parking session within the applicable time limit for the parking meter. The process to extend the time shall be the same as the initial purchase. CONTRACTOR must send "failure to complete transaction" messages within 10 seconds of transaction attempt for at least 98 percent of applicable transactions. CONTRACTOR must send reminder messages within thirty seconds of parking session expiration for at least 98 percent of applicable transactions where Customers have opted in for reminders. To measure performance under this standard, CONTRACTOR shall maintain a message log and shall make such log available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.

7. Minimum purchase – CITY may institute a minimum parking time and associated purchase requirement for Customers using the Mobile Payment program. In the event that CITY institutes this requirement, CONTRACTOR shall ensure that a minimum of 98 percent of all parking transactions adhere to the requirement. To measure performance under this standard, CONTRACTOR shall maintain payment records and shall make such records available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.
8. Decals and Signage – CONTRACTOR shall pay for the design and production of all meter decals for all CITY-managed meters (approximately 5,500), signage, and initial associated installation costs. In the event that CITY retains an Independent Third Party to design the decals and signage for the Service, CONTRACTOR shall work with the Third Party to implement changes necessary for deploying these graphics. CONTRACTOR must obtain CITY's written approval of all decal and signage graphics prior to production. CITY shall have the right to limit signage as appropriate.

All meter decals must be resistant to the environmental conditions found in CITY, including but not limited to wind blown grime, rain, sun, fog, salt air, and vibrations, in a temperature range of -20 deg. F to +185 deg. F, and be clearly visible in low light situations, bright sunlight, snow, rain, fog, and day/night lighting transitions. As Parking Services installs additional meters in CITY, CONTRACTOR shall pay for the design and production of any additional signage and decals.

9. Public Awareness and Advertisements – CONTRACTOR must submit a Public Awareness and Advertisement Plan to notify the general public of the Service, at CONTRACTOR's expense. CONTRACTOR shall pay for all public relations and social media activities as well as any online advertisements, radio and television advertisements, local print advertisements, banners, posters and leaflets/pamphlets that may be used to promote usage of the Service. As part of the Service implementation process CONTRACTOR shall also include a proposed set of activities and timeline for the plan.

CONTRACTOR must obtain CITY's written approval on all advertising, including graphics, prior to public dissemination. CONTRACTOR shall not enter into advertising campaigns or merchant participation programs to increase usage without written approval from CITY.

10. Web Content – CONTRACTOR shall provide web content for CITY's websites. The content shall include detailed instructions on how to set up a new account, how to use the system, pictorial examples of the decals and signage identifying those meters included in the program, and provide CONTRACTOR's contact information for help in using the Service.

11. Announcement – At the request of Parking Services, CONTRACTOR shall record and provide to Customers an announcement not to exceed 30 seconds at the beginning of the call to the Service. The content of the announcement shall be determined by Parking Services at any time. During any given 30 day period, the announcement shall be included in a minimum of 98 percent of transactions for which Parking Services has specified the announcement. This announcement may include advertising by Parking Services or third parties unrelated to the Service. Any revenues associated with the announcement shall belong to Parking Services. To measure performance under this standard, CONTRACTOR shall engage an Independent Third Party to make random calls from a landline phone to CONTRACTOR's IVR system upon request from Parking Services. A minimum sample size shall consist of 300 calls over 30 days, with at least 10 calls per day spaced out a minimum of five minutes apart.

Implementation of an announcement shall be subject to the following conditions:

- (a) Prior to Mobile Payment transactions reaching 50,000 per month for three consecutive months, Parking Services shall only require an announcement upon mutual agreement with CONTRACTOR.
 - (b) Once usage reaches 50,000 transactions per month for three consecutive months, Parking Services shall have the sole discretion to determine whether to implement an announcement.
 - (c) If, after implementing an announcement, the call abandonment rate (Customers terminating a phone call before a transaction has been completed) increases by 5 percentage points or more over the previous month, all announcements shall be automatically suspended for 90 days unless Parking Services and CONTRACTOR mutually determine whether to recommence playing an announcement during this period.
12. Meter feeding/Time Limits – The Service shall block Customers from adding any additional time once the maximum time limit for the meter has been reached. Moreover, Customers shall be prevented from purchasing any additional time at any metered space on the same block in accordance with CITY parking regulations. At a minimum, CONTRACTOR shall meet this requirement for 98 percent of all transactions during any given 30 day period. In addition, instances in which the Service enables Customers to exceed the maximum time limit by more than 30 minutes shall not exceed 0.5 percent of transactions during any 30 day period. To measure performance under this standard, CONTRACTOR shall maintain reporting logs and shall make such logs available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.
 13. Erroneous Citation Issuance – Occasionally, problems with CONTRACTOR's Service may result in an incorrectly-issued citation to a Customer. Where CONTRACTOR becomes aware of such a problem, CONTRACTOR shall notify Parking Services of the nature, time and duration of the problem and maintain a list of all parking transactions using the Service that occurred during that period.
 14. Error handling – The Service shall be able to address errors including, but not limited to, the following:
 - a. A Customer enters in an invalid parking space number; or
 - b. A Customer enters a valid parking space number, but it is not valid for parking at the time, whether the error is detected during or after the phone call; or
 - c. A Customer enters an invalid amount of meter time for the Customer-occupied parking space.

C. PRICING REQUIREMENTS

1. Pricing – CONTRACTOR shall be permitted to charge Customers using the Service a single flat convenience fee per-transaction for each use of the Service as set forth in Section 4 (“Compensation”) of the Agreement. CONTRACTOR may charge this fee at the time a Customer initiates a transaction to pay for parking at a space, and each time thereafter that a Customer extends the time for that space, until the maximum time limit for the metered space has been reached. CONTRACTOR may not charge a fee if, for any reason, the Mobile Payment transaction does not result in the successful purchase of time for parking at the selected metered space.

CONTRACTOR shall also be permitted to create an optional plan for Customers, with an alternative fee schedule, such as a program guaranteeing a flat rate per month for an unlimited number of transactions. Such plans will require approval of CITY, which will not be unreasonably withheld.

2. Convenience Fee Modifications – No increase to the convenience fee shall be allowed except by modification of the Agreement in accordance with Section 41 of the Agreement and subject to following conditions:
 - a) Every 180 days, CONTRACTOR is permitted to adjust the convenience fee if the average parking transaction value (excluding the convenience fee itself) exceeds \$4.00 and has increased by 10 percent or more over the previous 180 day period, or if payment card processing costs increase and cause a net increase in costs of 1 cent or more on average. CONTRACTOR may increase the fee upward by multiplying the variable credit card processing fee rate (excluding any fixed credit card processing fees) by the incremental average parking transaction value (excluding the convenience fee). For example, if the average parking transaction value increased from \$4.00 to \$4.67 and the variable credit card processing fee is 3%, CONTRACTOR would be permitted to increase the transaction fee by \$0.02.
 - b) In the event that CONTRACTOR is unable to meet the data communications requirements set forth in this Section, CONTRACTOR may choose to use an alternative data communications provider with the concurrence of CITY. In the event that CONTRACTOR’s alternative data communications provider results in a substantial cost increase to CONTRACTOR, or if costs associated with the existing provider increase substantially, CONTRACTOR may request that CITY permit a transaction fee increase. Such a request shall include CONTRACTOR’s financial analysis to support its claim. In addition, CITY shall have the right to audit and inspect CONTRACTOR’s records in accordance with the terms of the Agreement. This transaction fee increase may be granted at the sole discretion of CITY through a modification to the Agreement as set forth in Section 41.

D. SYSTEM REQUIREMENTS

1. Data communications – Data communications from CONTRACTOR’s Management System including payment authorizations and transaction data details shall be in Real Time following the initial transmission of data. Parking Services will work to accommodate CONTRACTOR’s preferred data communications provider, but this provider is subject to the written approval of Parking Services. In the event that CONTRACTOR is unable to meet the data communications requirements of this Agreement as set forth herein, CONTRACTOR may identify an alternative data communications provider. Parking Services cannot guarantee that it will approve CONTRACTOR’s preferred data communications provider.
2. Meter Location Number – The Service shall accommodate a unique alphanumeric ID assigned to each metered parking space, allowing up to twelve characters in each identifier.

3. Processing of Parking Rate Data - CONTRACTOR shall process rate data for metered spaces via an XML "Price Schedule" feed. Prices for metered spaces may vary according to location, time of day, day of week, and/or length of stay. Parking Services will not vary the amount by time of month (e.g. Monday the 2nd will be the same as Monday the 9th, Monday the 16th, Monday the 23rd, and every Monday thereafter until the next price schedule change). Parking Services will transmit the new Price Schedule to CONTRACTOR at least 72 hours prior to the effective date of the Price Schedule. During any 180 day period, CONTRACTOR shall implement 98 percent of the price schedule changes prior to the effective date of the Price Schedule and 100 percent of the price schedule no later than two business days after the effective date of the Price Schedule. The final required format for the Price Schedule XML feed shall be provided at contract execution, which format Parking Services may modify at its sole discretion. [See Attachment 3 to *Technical Specifications – Single-Space Parking Meters and Management System*]
4. Accuracy of Parking Rates –CONTRACTOR shall process the correct parking rates and calculate the correct tariff for a minimum of 99 percent of parking transactions measured over a 30 day period. CONTRACTOR is not responsible for errors in XML rate feed files but shall work in good faith to detect potential errors and notify Parking Services accordingly. To measure performance under this standard, CONTRACTOR shall maintain transaction logs and shall make such logs available upon request from Parking Services for comparison with Parking Services' XML rate feeds. Parking Services reserves the right to seek independent third party verification of this performance.
5. Real Time Transaction Feed – CONTRACTOR shall provide for transmission of parking payment event data for each Mobile Payment transaction, be it an initial transaction or an add time transaction, to Parking Services Management System, and any third-party Meter Management System(s) and third-party Citation Processing System(s) as designated by Parking Services. This data shall be a "pushed" continuous Real Time XML data transmission, i.e., CONTRACTOR's server shall send the XML transmission to the various designated systems. CONTRACTOR must transmit at least 98 percent of all recorded events in Real Time, and at least 99 percent of all recorded events within 10 seconds after occurrence, to Parking Services and associated parking databases.

Data formats and transmission protocols shall be provided at contract execution. The format for the Real-Time XML feed to Parking Services will be similar to Attachment 5 to *Technical Specifications – Single-Space Parking Meters and Management System*, recognizing that Parking Services may modify the format at its sole discretion.

6. Parking Services Management System Transmission Failures – In the event that the Parking Services Management System is unable to accept transmissions, Service messages shall be stored and sent as soon as the PSMS comes online. This data shall be part of Parking Services' unified platform and combined with data from other sources to provide a single management system for Parking Services.
7. Meter Vendor Transmission Failures – In the event that a meter vendor is unable to accept transmissions, Service messages shall be stored and sent as soon as the meter vendor's system comes online.
8. Enforcement/Citation Management Transmission Failures – In the event that the third-party citations issuance system is unable to accept transmissions, Service messages shall be stored and sent as soon as the third-party citations issuance system comes online. This data shall be

part of the enforcement platform and combined with data from citations to provide a single source for enforcement data.

9. Hosting – CONTRACTOR shall provide secure hosting and support for all payment processing functions at its own hosting facilities ensuring availability through phone or other wireless devices. CONTRACTOR or its authorized subcontractor shall own its servers. CONTRACTOR shall provide redundant connectivity and a fully redundant hosting environment with automatic fail-over to the redundant system in the event of failure. CONTRACTOR shall develop full business continuity and recovery plans, and shall obtain Parking Services' approval on such plans prior to their adoption.
10. Service Levels – Except for scheduled maintenance, CONTRACTOR shall ensure that the Service is operational, available and reliable during all hours that CITY has paid parking in force.
11. Security – CONTRACTOR shall implement highly secure systems to manage its data for the Service. CONTRACTOR's security for the Service and all connections thereto shall conform to the most current National Institute of Standards and Technology's (NIST) Security Content Automation Protocol (SCAP) (internet: <http://scap.nist.gov/revision/index.html>). CONTRACTOR's conformance to SCAP shall include, but not be limited to: restricting and securing administrative access to its data with login IDs and passwords; restricting physical access to CONTRACTOR's computer and data storage facilities to authorized persons; use of secure "firewalls" to protect the Service and its databases from unauthorized access; and restricting of access to, and exchange of, sensitive data to Virtual Private Networks (VPNs).
12. Time Synchronization – CONTRACTOR shall synchronize its server clock no less than one time per day to the NTP.org time protocol (internet: www.ntp.org). During any given 30 day period, the server time shall deviate no more than two seconds from the NTP source for 98 percent of the time and shall not deviate more than 30 seconds from the NTP source at any time. To measure performance under this standard, CONTRACTOR shall engage an Independent Third Party to make random checks upon request from CITY. A minimum sample size shall consist of 300 calls over 30 days, with at least 10 calls per day spaced out a minimum of five minutes apart.

E. DATA REQUIREMENTS

1. Data Privacy – CONTRACTOR shall encrypt all Customer data to the most current NIST SCAP (internet: <http://scap.nist.gov/revision/index.html>), and shall work with CITY to minimize the collection of personal information. CONTRACTOR shall safeguard and protect the confidentiality of all data, and in no event share data collected with any third party except as required by law, except to the extent that a Customer chooses to "opt-in" on their online account to authorize sharing of specific data with third parties. Customers shall have the opportunity to "opt-out" at any time. CONTRACTOR is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from Customers, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, CONTRACTOR shall be permitted to use such information to enable Customers with Service accounts for CITY-managed parking spaces to use their accounts to pay for services provided by CONTRACTOR to other entities, and vice versa.
2. Data Ownership – CITY shall be the exclusive owner of all data and rights to the data generated from the Service, regardless of whether the data is direct or derived, calculated or

modeled. CITY shall not hold, nor be held responsible for safeguarding any personal data, including, but not limited to, names, addresses, email addresses, phone numbers, or credit card information. CONTRACTOR shall be expressly prohibited from transmitting any credit card data (other than the last 4 digits of the account number) to CITY.

3. Archived Data - CONTRACTOR shall archive all transaction data during the term of the Agreement and for a minimum of five years after the termination of the Agreement. CONTRACTOR shall deliver copies of all system data upon request of CITY and the termination of the Agreement. CITY shall have the option to receive copies of all archived data stored in a mutually-acceptable medium such as DVD+R or Blu-ray Disc (BD-R). During any 180 day period, CONTRACTOR shall deliver a minimum of 80 percent of CITY data requests for archived data within 3 business days of the request and deliver all CITY data requests within 10 business days of the request. CONTRACTOR shall be responsible for providing transaction data during the term of this Agreement and during the five year archive period in a format that is readable by CITY using commonly available commercial off-the-shelf software.

F. PAYMENT PROCESSING REQUIREMENTS

1. Registration – CONTRACTOR shall collect such pieces of information from each Customer required to complete a transaction successfully, which include, but are not limited to:
 - a. Credit Card Number
 - b. Telephone Number
 - c. Credit card expiration date

The Service must reject any attempts by a Customer to use the Service if these required pieces of information are not collected and verified.

2. Fee Notification – During a payment transaction, any associated fees to the cardholder must be clearly stated prior to confirming the transaction and allow the cardholder to discontinue and cancel the transaction. This statement must be made for a minimum of 99percent of all transactions,
3. Customer Payment – Over a 30- day measurement period, a minimum of 98 percent of all payments shall process in 5 seconds or less and a minimum of 99% of payments shall process within 20 seconds once confirmed by a Customer. The payment processing time is defined as the time during which the system determines if sufficient funds are available to allow the Customer to park, excluding communication time by any Independent Third Party. No more than 1 percent of valid credit cards may be incorrectly rejected. No Customer shall be allowed to park without assurance that sufficient funds have been authorized for the time requested. To measure performance under this standard, CONTRACTOR shall maintain payment records and shall make such records available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.
4. Payment Processing Standards – CONTRACTOR shall be capable of processing transactions for Visa, MasterCard, Discover and American Express. Credit card data transmission shall meet the Level One Payment Card Industry (PCI) Data Security Standard (<https://www.pcisecuritystandards.org/index.shtml>) and comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs. As the PCI Data Security Standard evolves, CONTRACTOR shall be responsible for maintaining compliance with that standard at CONTRACTOR's sole expense.

5. Credit Card Security – CONTRACTOR shall be solely responsible and shall indemnify CITY against any claim arising from lost or stolen personal information including but not limited to credit card information.
6. Rejected Credit Cards – CONTRACTOR’s payment processing system shall detect and reject invalid credit cards. Measured over a 30 day period, the payment system shall authorize at least 98 percent of valid credit card transactions in Real Time and at least 99 percent of valid credit card transactions within 20 seconds. Customers shall be provided a second opportunity to initiate a payment, using a different credit card. No parking transaction shall be allowed for rejected credit cards. CONTRACTOR shall not be responsible for mistakes in the status of credit card transaction validity provided by CONTRACTOR’s gateway company or acquiring bank. To measure performance under this standard, CONTRACTOR shall engage an Independent Third Party to make random checks upon request from CITY. A minimum sample size shall consist of 300 transactions over 30 days, with at least 10 calls per day spaced out a minimum of five minutes apart.
7. Processing Fees – CONTRACTOR shall pay for all associated payment processing fees including, but not limited to, gateway company fees, card issuing bank fees, card association dues and assessments, and CONTRACTOR’s merchant account bank fees. All such fees shall be in addition to the payment of the meter rate. For example, if a Customer purchases \$3.00 worth of parking, CONTRACTOR will owe CITY \$3.00, regardless of additional fees.
8. Settlement of Funds – CONTRACTOR shall transmit by electronic means all transactions to designated processing centers as the transactions occur and deposit the parking revenues collected to CITY’s designated bank accounts. In any trailing 30 day period, CONTRACTOR shall settle 95 percent of the collected funds in CITY’s bank no later than two business days after receipt of said funds from CONTRACTOR’s acquiring bank. Notwithstanding any delays by CONTRACTOR or Independent Third Parties, including but not limited to banks or payment card companies, CONTRACTOR shall settle 100 percent of the collected funds within ten business days of the occurrence of the transactions. To measure performance, CONTRACTOR shall make available third party wire transfer logs upon request from CITY. CITY reserves the right to seek independent third party verification of this performance. Settlement shall be via Automated Check Handling or Automated Clearing House (“ACH”) transfer to bank accounts designated by CITY. Revenues from some metered spaces may be deposited into different accounts as determined by CITY. For example, revenue from another jurisdiction may be deposited directly into that jurisdiction’s account.

G. PROJECT MANAGEMENT REQUIREMENTS

1. Methodologies – CONTRACTOR shall adopt disciplined project management, development, and change management methodologies to ensure the successful operation of the Service. CONTRACTOR shall provide Parking Services with documentation explaining the adopted methodologies.
2. Issue Resolution – CONTRACTOR shall provide and implement a process for tracking and reporting on issues and/or change requests reported by Customers or CITY employees.
3. Testing – Parking Services will test and accept the Service before it is made available to the public.

H. REPORTING REQUIREMENTS

1. Daily Reporting – CONTRACTOR shall transmit electronically, in Comma Separated Value (CSV) file format files the following daily transaction detail and summary reports to CITY, either via e-mail or file transfer to the PSMS (as directed by Parking Services). Parking Services will specify the data and format required in the report. During any given calendar month, 80 percent of said daily reports shall be transmitted no later than 5 A.M. PST or PDT the next business day after a credit card transaction and 99.5 percent of said daily reports shall be transmitted no later than 96 hours (excluding non-business days) after a credit card transaction. To measure performance under this standard, CONTRACTOR shall maintain reporting logs and make such logs available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance. In the event reports are not available, CONTRACTOR must send an error message to CITY via e-mail at or before the deadline.
 - a. Daily Detailed Credit Card Transactions Report - Daily transaction log certifying all credit card transactions per meter number including the start date and time, the end date and time, the parking space identifier, credit card type, receipt number, rate charged per hour, transaction amount, convenience fee, total charged, and date of deposit.
 - b. Daily Summary Credit Card Transactions Report – Daily credit card summary totaling the number of transactions, transaction amount, and convenience fees for all transactions per day.
 - c. Daily Customer Service Report – Customer service log detailing number and types of Customer calls.
 - d. Daily Revenue Report – Daily deposit report showing the total amount deposited into CITY bank account per day. This report shall include Service revenues collected by hour (e.g., \$300 collected from 7 A.M. to 7:59 A.M., \$400 collected from 8:00 A.M. to 8:59 A.M., etc.).
2. Monthly Reporting – CONTRACTOR shall transmit electronically, in Comma Separated Value (CSV) file format files the following summary reports to CITY, either via e-mail or file transfer to the PSMS (as directed by Parking Services). Parking Services will specify the data and format required in the report. During any rolling 180 day period, CONTRACTOR shall submit 80 percent of said monthly reports no later than twenty-one (21) days following the end of each month and all reports no later than thirty (30) days following the end of each month. To measure performance under this standard, CONTRACTOR shall maintain reporting logs and make such logs available upon request from CITY. CITY reserves the right to seek independent third party verification of this performance.
 - a. Mobile Payment Status Response Time Report – This report shall include, but not be limited to: (a) the total number of Mobile Payment status requests from all Parking Enforcement Officers’ Handheld Devices (excluding payment status requests for spaces in Dead Zones that are excluded from the Mobile Payment program); (b) the average response time for said requests, excluding data transmission times by a third-party cellular provider; (c) the average response time for said requests, including data transmission times through the cellular provider; (d) the percentage and volume of said requests that exceed five seconds, excluding data transmission times through the cellular provider; and (e) the percentage and volume of said requests that exceed ten seconds, including data transmission times through the cellular provider.
 - b. Monthly Cellular Dead Zone Report – Although CONTRACTOR is not required to conduct a carrier coverage survey each month, CONTRACTOR shall, at its discretion or at the direction of CITY, identify spaces where changes in cellular coverage may preclude or enable Service availability. Based on this information, CONTRACTOR shall produce a monthly report that shall include, but not be limited to: (a) the total number and percentage of metered parking spaces where the Mobile Payment program

is not available due to poor cellular communication; and (b) the general locations on a map of said parking spaces.

- c. Monthly Meter Service Report – This report shall show the exact minutes per day each meter is unable to service a Mobile Payment request with explanation, such as IVR down or network down.
- d. Monthly Revenue Report – Report showing the total amount deposited into CITY bank account during the calendar month. This report shall include average Service revenues collected by hour and day type (weekday, Saturday, Sunday or holiday) (e.g., \$300 collected from 7 A.M. to 7:59 A.M. weekdays, \$400 collected from 8:00 A.M. to 8:59 A.M. weekdays, \$250 collected from 10 A.M. to 10:59 A.M. Saturdays, etc.) as well as the average Service revenue collected per transaction.

CITY reserves the right to use its own and third-party auditing systems and reporting to verify CONTRACTOR's performance.

3. Reports Website – CONTRACTOR shall make all reports available on a secure and password-protected website that can be accessed by designated CITY staff.
4. Citation Adjudication – CONTRACTOR shall provide a simple web-based query system which delivers transaction searches by day and meter number for citation adjudication purposes. All transaction data will be maintained and made available to an unlimited number of CITY employees for not less than five years after the date of the transaction. Prior to the expiration or termination of this Agreement, CONTRACTOR shall provide CITY with a data file containing all parking transactions subject to this five-year requirement.
5. Records – CONTRACTOR shall maintain and make available to CITY during regular business hours, accurate paper and electronic books and accounting records relating to the Service.
6. Jurisdiction-level reporting – All metered spaces will be assigned a jurisdiction code and all reports shall be able to be run for each jurisdiction code separately or summed across all. There shall be no limit to the number of jurisdiction codes. However, CITY expects that less than 100 codes will be created.

I. INTEGRATION REQUIREMENTS

Enforcement System – CONTRACTOR shall assist CITY and its third-party vendor with the integration to the third-party vendor's enforcement system, including Enforcement Handheld Devices.

1. Website Access Restrictions – CONTRACTOR shall cooperate fully with the third-party vendor to ensure that Enforcement Handheld Devices allow access to CONTRACTOR's web site for payment verification purposes only.
2. Citations Issuance System – CONTRACTOR shall reimburse CITY for all costs of, and be responsible for, the integration of CONTRACTOR's Mobile Payment system with CITY's third-party citations issuance system. The citations issuance system software is licensed to CITY by CITY's Citation Processing Contractor and CONTRACTOR will be responsible for contracting directly with CITY's Citation Processing Contractor for the creation of the necessary interface and securing additional licenses as required to facilitate service integration. The main purpose of the interface is to provide for seamless enforcement of parking violations on a wireless Handheld Device through one software program. CONTRACTOR shall be solely responsible for specifying and contracting for this interface directly with CITY's Citation Processing Contractor to ensure that no additional license or

maintenance fees shall be payable by CITY to CITY's Citation Processing Contractor in connection with CONTRACTOR's use or CITY's indirect use of the interface.

3. New Parking Technologies – CONTRACTOR shall reimburse CITY for all reasonable costs of, and be responsible for, the seamless integration of the Mobile Payment program with CITY's PSMS, provided that (a) Parking Services provides CONTRACTOR with 30 days prior written notice of the need to commence planning for such integration; and (b) such integration shall be managed by Parking Services in consultation with CONTRACTOR.
4. Dead zones – CONTRACTOR shall provide a detailed plan for conducting a survey of each metered space in CITY to verify adequate cellular coverage for drivers. This survey plan must be executed prior to the Service being accepted by CITY. Those metered spaces found to be in areas of little or no cellular coverage shall be excluded from the Service. CONTRACTOR shall identify excluded spaces with a sticker explaining that particular space is excluded from the Service due to poor cellular coverage.
5. Mobile Payment Status Requests – CONTRACTOR's Management System shall be able to receive Mobile Payment status requests from any Parking Enforcement Officer's Handheld Device. The status requests will include both a query identification number and the time the request was issued from the Handheld Device. CONTRACTOR's Management System shall store both the query identification number and the time of the request.
6. Mobile Payment Status Responses (Excluding Third-Party Data Transmission Times) – CONTRACTOR's Management System shall be able to send correct Mobile Payment status confirmation (affirmative or negative) to any Parking Enforcement Officer's Handheld Device within Real Time of the receipt of the request for 98 percent of requests during any given 30 day period. Response times shall be within 15 seconds for 99 percent of requests during any given 30 day period.
7. Mobile Payment Status Responses (Including Third-Party Data Transmission Times) – The total response time, including data transmission times through a third-party cellular provider, between the issuance of a Mobile Payment status request from a PEO's Handheld Device and the receipt of the payment status information from the Service back to the Handheld Device shall not exceed 10 seconds for 98 percent of requests within any 30 day period. Response times shall be within 30 seconds for 99 percent of requests during any given calendar month.
8. Confirmation of Status Request Response – Upon receipt of the payment status confirmation from CONTRACTOR's Management System, the Handheld Device will return a confirmation message to CONTRACTOR's Management System with a query identification number and the time the payment status confirmation response was received by the Handheld Device. CONTRACTOR's Management System shall record both the request issuance and receipt time for each query identification number. This information shall be used to calculate the total response time for payment status query requests and used for reporting purposes to CITY as detailed above in Section H (Reporting Requirements).
9. Confirmation of Status Request Format – The data format of the Mobile Payment status confirmation shall be compatible with the parking citation issuance software used by CITY's vendor (currently the City of Inglewood [ICMS]).
10. Integration with Third-Party software and hardware – CONTRACTOR shall work in good faith with third-party vendors to integrate Mobile Payment software, hardware and

transaction data. The database systems of these vendors include, but are not limited to, Parking Services Management System, Meter Management System, parking meter manufacturers and operators, and the parking citation issuance software vendor (currently City of Inglewood). CONTRACTOR shall be responsible for reimbursing CITY within 90 days from the date of notification from Parking Services for all costs of any integration software and hardware requirements relating to implementation of the Mobile Payment System. Parking Services shall make all reasonable efforts to involve CONTRACTOR in the development of the integration work scope to ensure that reimbursement rates accurately reflect the cost of work required for third-party vendors to incorporate the Mobile Payment system into their respective database systems.

J. SYSTEM START-UP

CONTRACTOR shall ensure that the Mobile Payment Program is ready to be activated within 180 calendar days of the commencement of this Contract, unless a delay results from the actions of CITY or a third party not under subcontract to CONTRACTOR.

K. ADDITIONAL TECHNOLOGIES

During the term of this contract, additional technologies may become available that will enhance the Mobile Payment program and/or facilitate the use of the program by Customers. An example would be the ability to refund part or all of a transaction to a Customer based on provision of a "validation code" that the Customer obtained from a merchant after parking.

Upon mutual agreement between CONTRACTOR and CITY, CONTRACTOR may elect to implement such technologies. Any Customer convenience fees associated with the new technologies shall be determined by mutual agreement between CONTRACTOR and CITY.

L. STAFF TRAINING REQUIREMENTS

Staff Training – CONTRACTOR shall provide all necessary enforcement training on applications and usage of Handheld Devices, and management training on using and administering the management system. CONTRACTOR will provide a local or toll-free number for CITY employees to obtain technical assistance during the hours of 9 a.m. and 5 p.m. PST or PDT. This provision shall extend to any subcontractors or service providers, (e.g., credit card gateway companies), on which CONTRACTOR relies to deliver the Service.

**Mobile Payment Service
Liquidated Damages**

A. Liquidated Damages

CONTRACTOR acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause Parking Services to incur cost and inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to Parking Services, CITY, and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. CITY and CONTRACTOR agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the damages that Parking Services will incur by reason of CONTRACTOR's failure to perform, and are fair compensation to CITY for its losses. Failure by Parking Services to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of CITY under this Agreement.

CONTRACTOR shall not be subject to liquidated damages where the failure to meet the Performance Standard is due to the conduct of an Independent Third Party. However, CONTRACTOR shall be subject to liquidated damages where the failure to meet the Performance Standard is due to the conduct of other third parties who are under CONTRACTOR's control. An example of such a third party would be a subcontracted software developer reporting to CONTRACTOR.

CITY may assess liquidated damages each time CONTRACTOR fails to meet the performance standards enumerated in this section (an Incident). Following notification from CITY, CONTRACTOR shall have a limited cure period to remedy the noncompliance before a subsequent Incident is triggered. CITY may assess further liquidated damages for a second or subsequent Incidents if non-performance continues after the specified cure period. Additionally, in the event that it is no longer possible for CONTRACTOR to meet the performance standards during any measurement period, even before the end of the measurement period has been reached, an Incident shall be immediately triggered.

Notwithstanding anything else in this Agreement, if CITY provides notification to CONTRACTOR of noncompliance with a Performance Standard which has triggered an Incident resulting in potential liability for liquidated damages, and CONTRACTOR cures such noncompliance within the applicable time period after receipt of such notification from CITY, then a second or subsequent Incident related to such Performance Standard will not be triggered (and CITY may not assess further liquidated damages related to such Performance Standard) until (a) the applicable time period for measuring compliance with such Performance Standard has expired after having been restarted on the day such cure became effective, or (b) it is no longer possible for CONTRACTOR to meet the Performance Standard prior to the end of a measurement period having been restarted on the day such cure became effective, whichever is earlier.

The following provisions shall apply to each of the liquidated damages provisions in this section:

(a) During any calendar month, CONTRACTOR's liability for payment of liquidated damages shall not exceed the average of \$20,000 and one-month trailing net revenue, where net revenue equals total revenue less direct costs, even if the Calculated Liquidated Damages for the month exceed that amount.

(b) If an Incident triggers multiple liquidated damages, only the provision imposing the largest amount of liquidated damages will apply.

(c) Calculated Liquidated Damages shall include the sum of liquidated damages assessed in accordance with provision (b) for all incidents. As described in Section 14 of the Agreement, excessive Calculated Liquidated Damages shall be an Event of Default.

B. Incidents Triggering Liquidated Damages

1. **Service Availability** – In the event that the Service is not available in accordance with the performance standards specified in as specified in Appendix M, Section 2.B.2, (a) for 0.5 percent or more of operating hours during the hours that CITY has paid parking in force during any given seven day period, or (b) is not available for any continuous period of 15 minutes or more during operating hours, CITY may impose liquidated damages of \$1,000 unless the outages are agreed to in advance by CITY and CONTRACTOR. An additional \$1,000 in liquidated damages may be assessed to compensate for potential uncaptured citation revenue as a result of the system outage; however, this assessment will be waived if CONTRACTOR maintains a back-up database that tracks potential citations during the outage and verifies transaction payment status when the Service resumes operations. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have two hours to cure the cause of the noncompliance before another Incident is triggered.
2. **Customer Service Inquiries** - In the event that CONTRACTOR fails to respond to Customer Service inquiries in accordance with the performance standards specified in Appendix M, Section 2.B.3, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
3. **Responses to CITY Staff Inquiries** – In the event that CONTRACTOR is unable to respond to CITY Staff Inquiries in accordance with the performance standards specified in Appendix M, Section 2.B.4, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
4. **Parking Confirmation** – In the event that CONTRACTOR fails to provide confirmation of a parking transaction in accordance with the performance standards specified in Appendix M, Section 2.B.6 during any given 30 day period, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
5. **Minimum purchase** – In the event that CITY establishes a minimum purchase requirement and CONTRACTOR fails to enforce this policy in accordance with the performance standards specified in Appendix M, Section 2.B.7 during any given 30 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
6. **Announcement** – In the event that CONTRACTOR fails to provide an announcement to Customers in accordance with the performance standards specified in Appendix M, Section 2.B.11 during any given 30 day period, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.

7. Meter feeding/Time Limits – In the event that CONTRACTOR fails to prevent Customers from purchasing more than the maximum parking time permitted in accordance with the performance standards specified in Appendix M, Section 2.B.12 during any given 30 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
8. Processing of Parking Rate Data – In the event that CONTRACTOR’s Management System is unable to process rate data for metered parking spaces prior to the effective date of a new Price Schedule in accordance with the performance standards specified in Appendix M, Section 2.D.3, during any rolling 180 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
9. Accuracy of Parking Rates - In the event that CONTRACTOR fails to process the correct parking rates in accordance with the performance standards specified in Appendix M, Section 2.D.4, during any given 30 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
10. Real Time Transaction Feed – In the event that CONTRACTOR’s Management System is unable to provide for transmission of parking payment events in Real Time in accordance with the performance standards related to transmission of parking payment event data to CITY and associated parking databases during any 30 day period as specified in Appendix M, Section 2.D.5, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one hour to cure the cause of the noncompliance before another Incident is triggered.
11. Time Synchronization – In the event that CONTRACTOR fails to synchronize its server clock to the NIST’s Network Time Protocol or NTP (RFC-1305) in accordance with the performance standards specified in Appendix M, Section 2.D.12 during any given 30 day period, CITY may impose liquidated damages of \$250. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
12. Archived Data Requests - In the event that CONTRACTOR fails to deliver archived data requested by CITY in accordance with the performance standards specified in Appendix M, Section 2.E.3 during any rolling 180 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have three business days to cure the cause of the noncompliance before another Incident is triggered.
13. Fee Notification - In the event that CONTRACTOR fails to notify Customers of fees prior to transaction completion in accordance with the performance standards specified in Appendix M, Section 2.F.2 during any given 30 day period, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.

14. Customer Payment – In the event that CONTRACTOR fails to process valid credit card transactions in accordance with the performance standards specified in Appendix M, Section 2.F.3 during any given 30 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
15. Rejected Credit Cards – In the event that CONTRACTOR fails to detect and reject invalid credit cards in accordance with the performance standards specified in Appendix M, Section 2.F.6, during any given 30 day period, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
16. Settlement of Funds – In the event that CONTRACTOR fails to settle funds expeditiously in accordance with the performance standards specified in Appendix M, Section 2.F.8 during any given 30 day period, CITY may impose liquidated damages of \$500 plus 18 percent annualized interest compounded daily on the value of the unsettled transactions. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
17. Daily Reports - In the event that CONTRACTOR fails to deliver daily reports in accordance with the performance standards specified in Appendix M, Section 2.H.1 during any given 30 day period, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have two business days to cure the cause of the noncompliance before another Incident is triggered.
18. Monthly Reports - In the event that CONTRACTOR fails to deliver monthly reports in accordance with the performance standards in Appendix M, Section 2.H.2 during any rolling 180 day period, CITY may impose liquidated damages of \$100. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
19. Mobile Payment Status Responses – In the event that CONTRACTOR’s Management System is unable to meet the performance standards for Mobile Payment status confirmation during any 30 day period as specified in Appendix M, Section 2.I.6 or 2.I.7, CITY may impose liquidated damages of \$500. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.
20. System Start-Up – In the event that the Mobile Payment Program is not ready to be activated within 180 calendar days of the commencement date of this Agreement, CITY may impose liquidated damages of \$500. This assessment will be waived if a delay results from the actions of CITY or an Independent Third Party. Following notice from CITY that an Incident as described in this paragraph has occurred, CONTRACTOR shall have one business day to cure the cause of the noncompliance before another Incident is triggered.

Procurement Summary

Capital Expenditure

Parking Meters and Deployment Services	3,674,523
Intelligent Cash Collection Solution	834,040
Electronic Locks	1,036,616
Initial Stock of Spare Parts	32,086
	<u>5,577,264</u>

Annual/recurring services & parts-full

	Year 1*	Year 2	Year 3	Year 4	Year 5	Total
Communications & licensing	478,688	638,250	638,250	638,250	638,250	3,031,688
Credit card "gateway" fees	144,383	192,510	192,510	192,510	192,510	914,423
Meter parts and supplies		21,103	21,103	21,103	21,103	84,413
Other parts and supplies		11,525	11,525	11,525	11,525	46,102
	<u>623,070</u>	<u>863,389</u>	<u>863,389</u>	<u>863,389</u>	<u>863,389</u>	<u>4,076,625</u>

**Year 1 costs are reduced because a) the new meters will be phased in over a period of at least six months, and the charges for any given meter do not commence until the meter has been placed into service, and b) the cost for the first year's parts and supplies are incorporated into the capital expenditure.*

Capital Expense

Item	Unit	Qty	Ext Cost	Sales Tax	Total	Subtotals
<i>Parking Meters and Deployment Services</i>						
M5 Single-Space parking meters with domes and shipping	425.00	6,000	2,550,000.00	216,750.00	2,766,750.00	
Extended Warranty, years 2-3	70.00	6,000	420,000.00		420,000.00	
Meter Installation services	10.00	5,750	57,500.00		57,500.00	
Installation Project Management (initial)	3,500.00	6	20,034.00		20,034.00	
Decal - Insert Card	0.50	6,000	3,000.00	255.00	3,255.00	
Decal - Insert Coin	0.50	6,000	3,000.00	255.00	3,255.00	
Decal - Credit Card Brands	0.50	6,000	3,000.00	255.00	3,255.00	
Smart Card Recharge Station	2,000.00	1	2,000.00	170.00	2,170.00	
Initial Stock of Smart Cards	2.25	2,500	5,625.00	478.13	6,103.13	
Additional housings, Duncan 90, w/o vault doors or cans	140.00	2,500	350,000.00	29,750.00	379,750.00	
Spare Coin Cans (normal)	22.95	500	11,475.00	975.38	12,450.38	
			Parking Meters and Deployment Services			3,674,522.50
<i>Intelligent Cash Collection Solution</i>						
Intelligent Cash Collection Cart and Canister	495.00	5	2,475.00	210.38	2,685.38	
Intelligent Cash Collection Canister Heads	495.00	5	2,475.00	210.38	2,685.38	
Intelligent Coin Can	65.00	5,750	373,750.00	31,768.75	405,518.75	
Intelligent Collection Meter Communications Upgrade	65.00	6,000	390,000.00	33,150.00	423,150.00	
			Intelligent Cash Collection Solution			834,039.50
<i>Electronic Locks</i>						
Elec locks + vault doors for various SS meter housings	135.00	5,750	776,250.00	65,981.25	842,231.25	
Electronic locks for Parkeon meter vaults	112.50	340	38,250.00	3,251.25	41,501.25	
Electronic locks for facility access	135.00	300	40,500.00	3,442.50	43,942.50	
Additional warranty for locks (to five years)	15.00	6,390	95,850.00		95,850.00	
Rechargeable collector keys	330.00	8	2,640.00	224.40	2,864.40	
Rechargeable keys for employee access	50.00	50	2,500.00	212.50	2,712.50	
Nexgen Software Host Kit	2,095.00	1	2,095.00		2,095.00	
Moxa Serial Server (via IP5)	1,100.00	2	2,200.00	187.00	2,387.00	
Docking Station Kit	285.00	1	285.00	24.23	309.23	
Docking Station Rack Kit w/Hardware	57.00	1	57.00	4.85	61.85	
Maint. Kit, With Key Tip Kit	117.50	1	117.50	9.99	127.49	
Nexgen Key Programming Station	125.00	5	625.00	53.13	678.13	
Charger with cable	75.00	10	750.00	63.75	813.75	
XT Software	450.00	1	450.00		450.00	
Barcode Scanner (for installation)	545.00	1	545.00	46.33	591.33	
			Electronic Locks			1,036,615.66
<i>Initial Stock of Spare Parts</i>						
Meter Parts: Card Entry Slot	19.00	25	475.00	40.38	515.38	
Meter Parts: Hybrid Card Reader	49.00	25	1,225.00	104.13	1,329.13	
Meter Parts: Coin Chute or Track (Validator)	69.00	50	3,450.00	293.25	3,743.25	
Meter Parts: Meter dome (Top Cover)	69.00	25	1,725.00	146.63	1,871.63	
Meter Parts: Dome Lenses (Lexan for top cover)	15.00	25	375.00	31.88	406.88	
Meter Parts: Coin Entry Slot	2.00	25	50.00	4.25	54.25	
Meter Parts: Keypad	25.00	50	1,250.00	106.25	1,356.25	
Meter Parts: Validator Connector Board	15.00	25	375.00	31.88	406.88	
Meter Parts: Battery pack	30.00	50	1,500.00	127.50	1,627.50	
Meter Parts: Validator Connection Cable	5.00	25	125.00	10.63	135.63	
Meter Parts: Solar Panel/Modem (Comms Board)	165.00	20	3,300.00	280.50	3,580.50	
Meter Parts: Main Board	165.00	25	4,125.00	350.63	4,475.63	
Meter Parts: Screen/Display	49.00	25	1,225.00	104.13	1,329.13	
Meter Parts: RFID Tags	10.00	25	250.00	21.25	271.25	
Coll Syst Parts: Intelligent Cash Collection Canister Heads	495.00	5	2,475.00	210.38	2,685.38	
Coll Syst Parts: Intelligent Coin Can	65.00	100	6,500.00	552.50	7,052.50	
Elec Locks Parts: Replacement rechargeable batteries	32.50	5	162.50	13.81	176.31	
Elec Locks Parts: Key Tip Kits	21.00	5	105.00	8.93	113.93	
Elec Locks Parts: Contact Cleaner Spray	37.00	16	592.00	50.32	642.32	
Elec Locks Parts: Cleaning Brush	9.00	4	36.00	3.06	39.06	
Elec Locks Parts: Pogo-Pin Kit Collector Key	14.00	12	168.00	14.28	182.28	
Elec Locks Parts: Pogo-Pin Kit Programming Cradle	14.00	6	84.00	7.14	91.14	
			Initial Stock of Spare Parts			32,086.16
Grand totals			5,187,021.00	390,242.82	5,577,263.82	5,577,263.82
Sales tax rate		8.50%				

Item	Unit	Qty	Months	Ext Cost	Sales Tax	Total	Months	Ext Cost/yr	Sales Tax	Total
Monthly Communications Fees	3.45	5,750	60	1,190,250.00		1,190,250.00	12	238,050.00		238,050.00
Monthly Meter Management/Licensing Fees	4.55	5,750	60	1,569,750.00		1,569,750.00	12	313,950.00		313,950.00
Monthly Collection System Comms Fees	1.25	5,750	60	431,250.00		431,250.00	12	86,250.00		86,250.00
Credit Card Gateway Fees (est 46.5 trans/meter/mo)	0.06	287,375	60	962,550.00		962,550.00	12	192,510.00		192,510.00
						4,153,800.00		830,760.00		830,760.00

Item	Unit	Qty	Years	Ext Cost	Sales Tax	Total	Months	Ext Cost/yr	Sales Tax	Total
Annual Nexgen XT key/lock management system fee	595.00	1	5	2,975.00		2,975.00	12	595.00		595.00
						2,975.00		595.00		595.00

Item	Unit	Qty	Years	Ext Cost	Sales Tax	Total	Years	Ext Cost	Sales Tax	Total	Mtr/Othr
Meter Parts: Card Entry Slot	19.00	25	4	1,900.00	161.50	2,061.50	1	475.00	40.38	515.38	M
Meter Parts: Hybrid Card Reader	49.00	25	4	4,900.00	416.50	5,316.50	1	1,225.00	104.13	1,329.13	M
Meter Parts: Coin Chute or Track (Validator)	69.00	25	4	13,800.00	1,173.00	14,973.00	1	3,450.00	293.25	3,743.25	M
Meter Parts: Meter dome (Top Cover)	65.00	25	4	6,900.00	586.50	7,486.50	1	1,725.00	146.63	1,871.63	M
Meter Parts: Dome Lenses (Lexan for top cover)	15.00	25	4	1,500.00	127.50	1,627.50	1	375.00	31.88	406.88	M
Meter Parts: Coin Entry Slot	2.00	25	4	200.00	17.00	217.00	1	50.00	4.25	54.25	M
Meter Parts: Keypad	25.00	25	4	5,000.00	425.00	5,425.00	1	1,250.00	106.25	1,356.25	M
Meter Parts: Validator Connector Board	15.00	25	4	1,500.00	127.50	1,627.50	1	375.00	31.88	406.88	M
Meter Parts: Battery pack	30.00	25	4	6,000.00	510.00	6,510.00	1	1,500.00	127.50	1,627.50	M
Meter Parts: Validator Connection Cable	5.00	25	4	500.00	42.50	542.50	1	125.00	10.63	135.63	M
Meter Parts: Solar Panel/Modem (Comms Board)	165.00	20	4	13,200.00	1,122.00	14,322.00	1	3,300.00	280.50	3,580.50	M
Meter Parts: Main Board	165.00	20	4	16,500.00	1,402.50	17,902.50	1	4,125.00	350.63	4,475.63	M
Meter Parts: Screen/Display	49.00	25	4	4,900.00	416.50	5,316.50	1	1,225.00	104.13	1,329.13	M
Meter Parts: RFID Tags	10.00	25	4	1,000.00	85.00	1,085.00	1	250.00	21.25	271.25	M
Coll Syst Parts: Intelligent Cash Collection Canister Heads	495.00	5	4	9,900.00	841.50	10,741.50	1	2,475.00	210.38	2,685.38	O
Coll Syst Parts: Intelligent Coin Can	65.00	100	4	26,000.00	2,210.00	28,210.00	1	6,500.00	552.50	7,052.50	O
Elec Locks Parts: Replacement rechargeable batteries	32.50	5	4	650.00	55.25	705.25	1	162.50	13.81	176.31	O
Elec Locks Parts: Nexgen XT Keys	50.00	10	4	2,000.00	170.00	2,170.00	1	500.00	42.50	542.50	O
Elec Locks Parts: Key Tip Kits	21.00	5	4	420.00	35.70	455.70	1	105.00	8.93	113.93	O
Elec Locks Parts: Contact Cleaner Spray	37.00	16	4	2,368.00	201.28	2,569.28	1	592.00	50.32	642.32	O
Elec Locks Parts: Cleaning Brush	9.00	4	4	144.00	12.24	156.24	1	36.00	3.06	39.06	O
Elec Locks Parts: Pogo-Pin Kit Collector Key	14.00	12	4	672.00	57.12	729.12	1	168.00	14.28	182.28	O
Elec Locks Parts: Pogo-Pin Kit Programming Cradle	14.00	6	4	336.00	28.56	364.56	1	84.00	7.14	91.14	O
				120,290.00	10,224.65	130,514.65		30,072.50	2,556.16	32,628.66	
Grand Totals				4,277,065.00	10,224.65	4,287,289.65		861,427.50	2,556.16	863,983.66	
			5 years	4,287,289.65				4,287,289.65			21,103.25 M
											11,525.41 O

The following costs are defined, but no scope currently is established:
 Hourly consulting services rate for additional services, as defined 175.00
 in the Statement of Work, Section I.B.6

Sales tax rate 8.50%



IPS AMENDED PRICING (10/11/2013)

IPS is providing the City of Sacramento an amended capital price list based on the discussed scope of services. This revision is primarily intended to convey updates. Any other items not contained herein shall remain unchanged per any prior submissions, including warranty terms and conditions.

Item	Unit Cost	Description
Meter Mechanism	\$425	Delivered cost with a 12 month warranty (non-NFC version)
Extended Warranty	\$70	For Years 2 & 3
Installation Services	\$10	Optional service to have IPS install all meter mechanisms
Ongoing Support	\$0.00	Included. IPS is committed to provide exceptional ongoing support and local support, and this cost is included in other items already priced.
Mobile Meter Management System	\$0.00	Included
Project Management	\$3,500.00	Monthly fee includes on-site project management and field based technical support
Longer Term Extended Warranty	Varies	\$50 per meter per each additional 12 month period for years 4 & 5, and \$60 for years 6 & 7.
Extended Life Battery Pack Replacement	\$30	Battery Pack 795-600-H3
Decals (Insert Card, Insert Coin, Credit Card Brands)	\$0.50	Standard meter decals. Additional customization is possible, but would need to quote separately.
Smart Card	\$2.25	Standard Prepaid Parking Card (based on minimum quantity of 2500 cards)
Smart Card Recharge Station	\$2000	Includes desktop station, software and 12 month warranty (designed to plug into desktop computer, computer not included)
Duncan 90 housings (without vault doors or cans)	\$140	Refurbished option to replace old meter housings as needed
Spare sealed coin cans (not smart cans)	\$22.95	Spare parts item for meter vault
Replacement Meter Dome Lens	\$15	Meter replacement dome lens with Anti-fog coating, UV stabilized Lexan®, with decals installed

NOTE: Please note that all pricing does not include any applicable federal, state or local taxes.

IPS SPARE PARTS PRICING		
Item	Unit Price	Recommended Quantity
Card Entry Die Casting	\$19.00	25
Hybrid Card Reader	\$49.00	25
Coin Validator	\$69.00	50
Complete Top Cover	\$69.00	25
Lexan for Top Cover	\$15.00	25
Coin Entry Slot	\$2.00	25
Keypad	\$25.00	50
Validator Connector Board	\$15.00	25
Battery Pack 795-600-H3 (non-rechargeable)	\$30.00	50
Validator Connection Cable	\$5.00	25
Solar Panel / Comms Board	\$165.00	20
Main Board	\$165.00	25
Display Board (non-NFC)	\$49.00	25
RFID Tag	\$10.00	25

MEDECO PRICING OPTIONS		
Item	Description	Unit Price
Nexgen Locks		
EN-400006-xx	Electronic locks for POM Model "E" vaults	\$112.50
EP-2100 - -XX	Nexgen Lock and Door Assembly For 480 POM Model E, Rectangular Door	\$135.00
EN-400002-xx	Electronic locks for MacKay Model 98 vaults	\$112.50
EN-400002-xx	Electronic locks for MacKay Model MKV 97HD vaults	\$112.50
EN-400002-xx	Electronic locks for Duncan Model 90 vaults	\$112.50
EP-121X - -XX	Nexgen Lock And Door Assembly for Duncan Model 90	\$135.00
EN-400002-xx	Electronic locks for 315 Parkeon Stelio vaults	\$112.50
EN-400002-xx	Electronic locks for 15 Parkeon Strada vaults	\$112.50
CUSTOM	Other Nexgen Lock and Door Assembly for other doors	QUOTE TO BE PROVIDED UPON REQUEST
EN-100003-219	Nexgen 1 1/8" Cam Lock	\$105.00
	All combinations of doors and locks required door styles to be verified and Finish To Be Specified	
	Note: Three year warranty included with lock purchase.	

MEDECO PRICING OPTIONS (continued)		
Extended Warranty Options		
	Additional 1 year warranty (per lock)	\$7.00
	Additional 2 year warranty (per lock)	\$15.00
	Prices are valid for purchases of additional quantities through the warranty period, including any purchased extended warranty periods. All discounts are included in the pricing provided.	
Keys		
EV-5502R or EV-5505R	Nexgen Collector Key, Rechargeable	\$330.00
EV-5502T	Nexgen Test/Install Key	\$330.00
EV-250057	Admin Dongle	\$30.00
Accessories		
EV-4508	Nexgen Host Kit (Software)	\$2,095.00
9 EN-600006	Nexgen Serial Server (16 port Moxa NP5610 series)	\$1,100.00
EN-500003	Docking Station Kit	\$285.00
EN-500010	Docking Station Rack Kit w/Hardware	\$57.00
EN-600007	Maint. Kit, With Key Tip Kit	\$117.50
EA-350068	Replacement Key Batteries Rechargeable	\$32.50
EA-250047	Barcode Scanner	\$545.00
EA-250058	Key Tip Kit	\$21.00
CP-301350	Contact Cleaner Spray	\$37.00
CP-286180	Cleaning Brush	\$9.00
94-0171	Pogo-Pin Kit Collector Key	\$14.00
94-0172	Pogo-Pin Kit Programming Cradle	\$14.00
CP-284490	T-Handle for 7/64" Screw Removable	\$6.50
CP-286080	T-Handle for 3/32" Screw Removable	\$6.50
Terms		
Payment	Net 30 Days	
Lead Time	16 weeks if vault doors are also required to be purchased	
Shipping	F.O.B. Salem, Virginia	
Term	Quote Valid For 60 Days	

MEDECO PRICING OPTIONS (continued)		
Item	Description	Unit Price
10G540	Nexgen Mortise Cylinder	\$135.00
EA100108	Nexgen Small Format Interchangeable Core	\$135.00
20G20049	Nexgen KIK Cylinders	\$125.00
10G510	Nexgen Mortise Cylinder	\$125.00
20G20049/EA100108	Nexgen KIL/Small Format Interchangeable Core	\$135.00/\$135.00
20G20049/EA100109	Nexgen KIL/Small Format Interchangeable Core	\$135.00/\$135.00
20G20049/EA100110	Nexgen KIK/Small Format Interchangeable Core	\$135.00/\$135.00
20G20049/EA100111	Nexgen KIK/Small Format Interchangeable Core	\$135.00/\$135.00
10G0400VX	Nexgen Rim Cylinder	\$125.00
20G20049/EA100111	Nexgen KIK/Small Format Interchangeable Core	\$135.00/\$135.00
10G540	Nexgen Mortise Cylinder	\$135.00
EA-100107	Nexgen XT Key	\$50.00
EA-100109	Nexgen Key Programming Station	\$125.00
94-0239	Charger with cable	\$75.00
EV4515	XT Software	\$450.00
	For Medeco to host your system annual charge	\$595.00
Terms		
Payment	Net 30 Days	
Lead Time	16 weeks if vault doors are also required to be purchased	
Shipping	F.O.B. Salem, Virginia	
Term	Quote Valid For 60 Days	



IPS AMENDED PRICING (10/11/2013)

IPS is providing the City of Sacramento an amended services price list based on the discussed scope of services. This revision is primarily intended to convey updates. Any other items not contained herein shall remain unchanged per any prior submissions, including warranty terms and conditions.

Item	Unit Cost	Description
Credit Card (gateway) Fee	\$0.06	As provided by IPS Group gateway
Meter Mechanism Communication Fees	\$3.45	Monthly fee includes standard meter data, not including sensors or other potential wireless services. Add \$0.50 for real time meter communications (optional for future use)
Meter Management Fee	\$4.55	Complete cost of MMS as per the defined scope of work, including all ongoing support costs
Pay-By-Phone	\$0.10	Per transaction fee to push payment to the meter. Additional convenience charges will be charged to the customer by Parkmobile. This \$0.10 cost can also be rolled into the cost charged to the user if desired by the City.

NOTE: Please note that all pricing does not include any applicable federal, state or local taxes. Pricing also requires the City to provide the associated merchant account. IPS can provide this service and pricing upon request.

EXPLANATION OF IPS APPROACH TO PRICING

IPS is very pleased to provide the City of Sacramento with what we believe to be a long term partnership approach to pricing. Based on our experience with projects of similar scale and scope, meter data needs, the technical specifications, and long term commitment to partnership, the pricing provided reflects both consistency with other municipal projects of this scale but also a commitment to evolving with the needs of the City. Additionally, we hope that this pricing approach truly reflects the long term partnership approach that we hope to continue to build, which includes all of the additional development items listed on Section B of the pricing worksheet at no additional cost to the City.

The pricing below represents the costs associated with the fully featured meter and real time data management system capabilities. Please note significant cost reductions are possible and are outlined in the pages that follow should the City wish to explore those options.

Key points of the Pricing Provided in SECTION A:

Item	Unit Cost	Description
Meter Mechanism	\$675.00	Delivered cost (shipping and installation) with a 60 month warranty, bonding and all required features. Does not include additional data fees associated with vehicle sensors or cash collection system.
Credit Card (gateway) Fee	\$0.06	As provided by IPS Group gateway
Meter Mechanism Communication Fees	\$3.95	Monthly fee includes standard meter data for project, not including sensors or other potential wireless services.
Additional Communication Fee	\$0.00	already included in the pricing above. An additional fee per meter per month will apply when the real time data feed and data warehouse is established.
Meter Management Fee	\$4.55	Complete cost of MMS as specified in technical specification/deliverables sections of RFP, including all ongoing support costs
Pay-By-Phone	\$0.10	Per transaction fee to push payment to the meter. Additional convenience charges will be charged to the customer by Parkmobile. This \$0.10 cost can also be rolled into the cost charged to the user if desired by the City.
Ongoing Support	\$0.00	Included. IPS is committed to provide exceptional ongoing support and local support, and this cost is included in other items already priced.
Mobile Meter Management System	\$0.00	Included
Project Management	\$5,000.00	Monthly fee includes on-site project management and field based technical support
Optional Extended Warranty	\$60.00	\$60.00 per meter per each additional 12 month period after the initial 60 month period (years 6 & 7, for example)

NOTE: Please note that all pricing does not include any applicable federal, state or local taxes.



NOTE: Performance Bond

IPS is providing the \$3M performance bond for the initial term of 1 year as required by the RFP. If we are able to negotiate a reduction in either total bond amount or term of the bond, **IPS could significantly reduce the total cost of the pricing offered in SECTION A.** Given the fact that we are offering an extended warranty of 5 years in our meter pricing, the presence of liquidated damages, and the proven nature of IPS products as provided in many other municipalities, we hope to be able to discuss this in greater detail with the City during the contract negotiation process.

NOTE: Real Time Data

The IPS meters and data management systems (DMS) are fully compliant and capable of delivering all of the real time data needs that the City has outlined in the RFP technical specifications and deliverables sections, and is evidenced by our performance in Cities like San Francisco, Los Angeles, and Santa Monica. However, until such a time that the Sacramento Parking Services has fully implemented their own City data warehouse and other real time features to support this service, then IPS will be able to provide additional data and management system cost reductions for a more traditional on-street meter system (provided below). When the City is ready to implement the additional Real Time reporting elements, for the purposes of paid/unpaid status, coin payments, real time XMP data feeds, etc., IPS will implement the pricing contained in Pricing Section A.

NOTE: Ability to reduce meter and data fees

Subject to final negotiation, the reduction of the meter warranty term and associated performance bonds could provide the City a significant cost savings without sacrificing performance of the desired system. For example, upon further negotiation between the City and IPS, IPS may be able to reduce the meter price to \$450 per meter (as compared to \$665 on pricing sheet tab A line 1). Additionally, reduction in the monthly data fee and meter management system fees can be provided to the City until such time as the City Parking Services Management System is established. Standard data and management system fees are listed below:

Standard Meter Data & Management System Fees		
Fee Type	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.50	\$8.00
Secure Credit Card Payment Gateway Fee (per transaction)	\$0.13	\$0.06

IPS ALTERNATIVE APPROACHES TO PURCHASE

For your consideration IPS is pleased to provide various options for purchase, lease and/or lease-purchase. IPS is capable and experienced in providing all financing arrangements, including direct financing as well as using 3rd parties, such as local banks and private municipal lenders.

Pricing Model Flexibility: The total cost of ownership of the IPS model is a combination of up-front costs, recurring flat fees (on a per meter per month basis) and variable fees (on a per transaction basis). IPS is prepared to re-arrange the structure of these fees if the City of Sacramento would have a preference. We remain committed to providing the very best performance, support and overall value for the City and the public.

Lease-Purchase: Can be financed with IPS or with 3rd party lenders. Local banks and municipal lending specialists will provide the best possible rates and IPS has partners ready to work closely with the City of Sacramento. This represents a creative option for the City to consider.

Performance Based: IPS is also prepared to provide a solution whereby all costs associated with the contract will be paid out of the increase in revenues generated. This form of agreement would not require the City of Sacramento provide any up front capital. With more flexibility and lender risk comes increased costs in the form of interest financing charges. However, IPS can provide such options, and if it is the City's intention to pay off any lease obligation early, most interest can be avoided and IPS can provide such financing solutions with no pre-payment penalties.

Key points of the Pricing Provided in SECTION B:

IPS is providing the entire set of development activities list in Tab B at no additional costs to the City of Sacramento. We look to the City of Sacramento as a true long term partner, and our intention is to work very close with the City on all items requested, prioritized, and provided according to a defined schedule based on City direction and definition.

In addition to those items listed on Pricing Section B, IPS is offering the City a number of value added services for your consideration.

IPS VALUE ADDED SERVICES

In addition to the items contained in the pricing section, IPS is prepared to provide additional options and services to the City of Sacramento upon request. A list of these options and services is provided below.

Recycling Services

IPS will assist the City with the sale of any used meters if possible by utilizing secondary market brokers, operators, etc. Any revenue will be remitted to City.

For those meters that cannot be sold and should be disposed of or recycled, IPS Group has contacted a couple of local firms to assist in this process.

Ming's Recycling Corporation
Sacramento, CA
<http://mingsrecycling.com/aboutus.html>

Zanker Road Resource Management Ltd., Florin Perkins Public Disposal Site, Sacramento, CA
<http://www.zankerrecycling.com/content/florin-perkins-location>

Additionally, IPS has offered a buy-back price of \$5.00 per used meter mechanism that can be used as a credit against the overall meter purchase.

Consulting Services

While IPS is likely to be able to provide much of this service at no cost to the City of Sacramento, depending on the type of request, IPS can also provide additional consulting services to meet any need, and will confirm that we will provide such services at \$175/hour. We have identified two (2) consultants that we will recommend for such services and have included their resumes in the appendix.

Julie Dixon – Dixon Resources Unlimited
Bill Timmer – BlueWater Project Management

Public Outreach

 Working with IPS and the City of Sacramento, Capitol Public Affairs will customize a public relations and education program that includes outreach efforts that best inform the public on the benefits of the new parking meters, direction on its use, and will help ensure the rollout of a successful meter upgrade program.

Scope of services and associated timeline is contained in DELIVERABLE #17.
Costs of the Service as defined: \$27,500. Further customization of the optional/ongoing activities and associated quotes are available upon further input from the City.

Optional Upgrade for existing pay-stations

- Additionally, IPS is prepared to upgrade any existing pay-stations with an IPS pay-station upgrade kit for off street use. Cost to upgrade each pay-station is \$2,500 and seamlessly integrates into the IPS data management system. Ongoing costs are \$75 per pay-station per month or can also be based on a lower flat fee + a per transaction fee if desired, such as \$35.00 per month and \$0.13 per credit card transaction. Subject to final negotiation with the City. These costs are based on the similar real time reporting and data management system requirements.

IPS Vehicle Detection Sensors & Coin Collection Vault Sensor Systems

While not incorporated fully into the technical specifications, IPS has the ability to upgrade our meter to incorporate additional wireless communications capabilities to interact with both vehicle detection systems and coin collection systems. IPS would appreciate the input of the City and be prepared to trial the systems upon request. Please refer to the Appendix for additional product information.

Vehicle Detection System		
Item	Sensors (Spaces)	Cost per Space
Vehicle Detection Sensors (12 month warranty, FOB Sacramento, CA, installation and training included)	6000	\$250.00
OPTIONAL: Extended Sensor Warranty (each additional 12 months)		\$35.00

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined below. All pricing does not include any applicable state or local taxes that are required to be paid by the city now or in the future. All costs of permits will be added to customer invoice.

Ongoing Sensor Costs	
Item	Cost per Month per Space
Management System/Base Data Fee	\$4.50

Smart Collection System Pricing			
Item	Cost per Unit	Option 1	Option 2
Cash Collection Cart and Canister	\$495.00	X	X
Intelligent Cash Collection Canister Heads	\$495.00	X	X
Intelligent Coin Can (replaces existing coin can inside each meter)	\$65.00		X
Meter Communications Upgrade (Includes upgraded link to IPS coin can)	\$65.00		X
IPS Management System Reporting/License Fee and Meter Collection Event Data Fee (includes additional data for logging of collection events reported via IPS meter to IPS management system – per meter per month)	\$1.25	X	X

Pole Installation Services

If required, IPS is prepared to provide meter pole and housing installation services in support of this contract. Pricing for this service is \$125.00 per pole + any application permitting fees. Pricing includes the pole and associated installation services.

Meter Housings

If required, IPS will procure additional meter housings in support of this project. Pricing for these options are listed below.

IPS Parking Meter Solution	
Meter Hardware	Meters Cost Per Meter Extended Cost
New Duncan Model 90 Style Single –Space Meter Housing (or equivalent) (FOB San Diego, CA, Standard locks, sealed coin canister with 12 month warranty, and keys)	\$300.00
Refurbished Duncan Model 90 Style Single –Space Meter Housing (or equivalent) (FOB San Diego, CA, Standard locks, sealed coin canister with 12 month warranty, and keys)	\$185.00
Meter Yoke (attaches 2 meter housings to a single meter pole, FOB San Diego, CA)	\$45.00

MEDECO PRICING OPTIONS		
Item	Description	Unit Price
Nexgen Locks		
EN-400006-xx	Electronic locks for 480 POM Model "E" vaults	\$125.00
EP-2100 - -XX	Nexgen Lock and Door Assembly For 480 POM Model E, Rectangular Door	\$185.00
EN-400002-xx	Electronic locks for 2,275 MacKay Model 98 vaults	\$125.00
EN-400002-xx	Electronic locks for 34 MacKay Model MKV 97HD vaults	\$125.00
EN-400002-xx	Electronic locks for 880 Duncan Model 90 vaults	\$125.00
EP-121X - -XX	Nexgen Lock And Door Assembly for Duncan Model 90	\$185.00
EN-400002-xx	Electronic locks for 315 Parkeon Stelio vaults	\$125.00
EN-400002-xx	Electronic locks for 15 Parkeon Strada vaults	\$125.00
CUSTOM	Other Nexgen Lock and Door Assembly for other doors	QUOTE TO BE PROVIDED UPON REQUEST
EN-100003-219	Nexgen 1 1/8" Cam Lock	\$109.00
	All combinations of doors and locks required door styles to be verified and Finish To Be Specified	
	Note: Three year warranty included with lock purchase.	
Extended Warranty Options		
	Additional 1 year warranty (per lock)	\$7.00
	Additional 2 year warranty (per lock)	\$15.00
	Prices are valid for purchases of additional quantities through the warranty period, including any purchased extended warranty periods. All discounts are included in the pricing provided.	
Keys		
EV-5502R or EV-5505R	Nexgen Collector Key, Rechargeable	\$350.00
EV-5502T	Nexgen Test/Install Key	\$350.00
EV-250057	Admin Dongle	\$30.00
Accessories		
EV-4508	Nexgen Host Kit (Software)	\$2,195.00
9 EN-600006	Nexgen Serial Server	\$1,595.00
EN-500003	Docking Station Kit	\$295.00
EN-500010	Docking Station Rack Kit w/Hardware	\$60.00
EN-600007	Maint. Kit, With Key Tip Kit	\$205.00
EA-350068	Replacement Key Batteries Rechargeable	\$33.00
EA-250047	Barcode Scanner	\$575.00
EA-250058	Key Tip Kit	\$54.00

MEDECO PRICING OPTIONS (continued)		
Item	Description	Unit Price
CP-301350	Contact Cleaner Spray	\$39.00
CP-286180	Cleaning Brush	\$9.00
94-0171	Pogo-Pin Kit Collector Key	\$14.00
94-0172	Pogo-Pin Kit Programming Cradle	\$14.00
CP-284490	T-Handle for 7/64" Screw Removable	\$7.00
CP-286080	T-Handle for 3/32" Screw Removable	\$7.00
Terms		
Payment	Net 30 Days	
Lead Time	16 weeks if vault doors are also required to be purchased	
Shipping	F.O.B. Salem, Virginia	
Term	Quote Valid For 60 Days	

IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months (or as contractually extended) against defects in materials and workmanship from the point of installation or months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- In the case of extended warranties, any consumable, such as batteries, are specifically excluded unless otherwise contractually agreed.
- IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by SFMTA Staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- The City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

**Medeco® Engineered Security Solutions
Warranty for Mechanical
& Electromechanical Products**

Medeco Security Locks Inc. ("Medeco") warrants to the original purchaser of a Medeco branded lock, cylinder, or electromechanical product (referred to collectively as "Product") to be free of defects in material and/or workmanship for a period of three (3) years from the date of original purchase for use. This Warranty may also apply to other specific products. For additional Warranty information or Warranty claim service contact Medeco Customer Service at (800) 839-3157.

In the event of a defect in material or workmanship during the Warranty period, Medeco will repair or replace (at its option) the Product under the conditions of this Warranty, this action being the sole remedy available to the purchaser under this express limited Warranty.

Limitations, Exclusions and other Rights:

- a. Medeco disclaims liability for implied warranties including but not limited to those of merchantability or fitness for any particular purpose.
- b. Medeco disclaims liability for indirect, incidental or consequential damage at any time.
- c. This Warranty gives specific legal rights and a buyer may also have other rights that may vary from state to state. Some states do not allow limitations on indirect, incidental, and consequential damages or implied warranties so that the above limitations may not fully apply.
- d. Medeco shall not be held responsible for damage arising from, in its sole judgment, improper installation, failure to provide normal maintenance, extreme environmental conditions, use rates in excess of the industry standards defined for the type of product, use of incompatible parts or products not made or authorized by Medeco, or application of force not resulting from normal use.
- e. Unless otherwise specified by separate warranty, finishes are warranted for a period of two years following purchase for use. This finish Warranty shall be considered void after installation if, in the sole judgment of Medeco, the damage to the finish is the direct result of extreme climatic conditions, chemical or abrasive actions.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$4,076,625.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento
Parking Services Division, Second Floor
300 Richards Blvd
Sacramento, CA 95811
Phone: 916-808-1172
Fax: 916-808-5115*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims; losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR, solely and exclusively for the CITY, pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of Information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY. The City may not sell, rent or lease the CONTRACTOR Software. The City may not reverse engineer, decompile, disassemble, alter, modify, assign, translate, adapt or make derivative works of the CONTRACTOR Software. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the CONTRACTOR Software or any related materials or documentation. CONTRACTOR warrants that it has title to and/or the authority to grant a license of such CONTRACTOR Software to the City. This license and the City's right to use the CONTRACTOR Software will terminate if there is a finding by a court of law that the City has failed to comply with any provision of this license.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice

provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

E. Intellectual Property.

- (1) The City exclusively and solely owns all City Data and the intellectual property therein. CONTRACTOR further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.
- (2) CONTRACTOR may not provide or disclose any City Data to any third party without the City's prior written consent.
- (3) All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications 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 the CONTRACTOR and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the CONTRACTOR and/or its vendors. In the event the CONTRACTOR provides the City with Pre-Existing and Independently Developed IP, the City will receive a limited license to use such Pre-Existing and Independently Developed IP, and shall be non-assignable, non-transferable, and non-exclusive license to use in the performance of this Agreement only for the fees contained in Exhibit B. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in CONTRACTOR Pre-Existing and Independently Developed IP.
- (4) The provisions of this Section will survive expiration or termination of this Agreement.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to

perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

A. Use of Parking Meter Equipment.

- (1) City shall use the parking meter equipment in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the equipment, including meter mechanisms, poles, and meter housings.
- (2) City, at its own cost and expense, shall keep the equipment in good repair, condition and working order as described in the Limited Warranty sub-section entitled "Preventative Maintenance" and inclusive of first line maintenance (battery replacements, coin validator replacements, remove of graffiti, and replacement of meters and sub-components as necessary). The City will also notify the CONTRACTOR of any need for warranty repair work and will coordinate the return process with the CONTRACTOR.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the

Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing Indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's Insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the Internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On November 12, 2013, your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Parking Meters and Related Services, and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Any other benefits given to employees
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

2013-1069-1

Title: Parking Meter Procurement
Other Party: IPS Group Inc

Project Title and Job Number: Parking Meter Procurement (PN:15001531)
Purchase Order #: N/A

Date: 1/31/14

Contract Supplement No.: C2013-1069-01

The City of Sacramento ("City") and IPS Group, Inc., 5601 Oberlin Drive, Suite 100, San Diego, CA 92121, ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2013-1069, including any prior contract supplements modifying said agreement (said agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:
 - a. Meters shall accept Discover Card and American Express.
 - b. Contractor shall provide an alternate pre-paid parking card solution using magnetic stripe cards.
 - i. This solution may use a third party to issue the cards, manage the prepaid funds, and process payments to City as cards are used to purchase time at City's parking assets (including parking meters from all vendors and the City's parking garages).
 - 1) During the trial phase (lasting from program inception up to 180 days), cards shall be issued directly to customers via mail after customers purchase cards at a website
 - 2) During the trial period, and subject to bank and financial network approval and consistent with federal regulations, Contractor shall provide a method for City to distribute cards directly to customers who are unable to purchase cards from Contractor or its subcontractors.
 - a. If card stock is maintained by City, then City and Contractor mutually shall determine reasonable quantities to have on hand and City shall prepay for cards pre-loaded in fixed denominations (\$25, \$50, \$100) plus the card issuance fee of \$5.00 per card.
 - b. If City decides to proceed with Contractor's selected Subcontractor beyond the trial period, Subcontractor will seek bank and financial network approval for City to have inventory of unloaded cards which can be loaded and sold from the City's customer service counter in variable denominations chosen by the customer (subject to an initial minimum load of \$25.00).
 - 3) Customers shall be able to check their card balances via SMS text, a website, or a telephone Intelligent Voice Response (IVR) system.
 - 4) Customers shall be able to reload their card balances (add funds) via SMS text or a website. For customers unable to reload their cards via SMS text or a website, Contractor shall provide a method to allow such customers to reload at City's Customer Service (Revenue) counter.
 - a. If regulatory compliant, Contractor will provide a method to allow Revenue to reload the Customer's card
 - b. Otherwise, Revenue shall replace the customer's card with a new card; in this case, City and Contractor shall waive the card issuance fee for such returning customers
 - 5) Subcontractor shall provide "live" customer service during normal business hours for card holders, and IVR and web page service on a 24/7 basis
 - 6) During the trial period, Contractor shall charge no implementation fee or costs to City for management of the cards.
 - 7) The cost to a customer to issue a card shall not exceed five dollars (\$5.00) for the duration of the Agreement.
 - 8) The cost to a customer to add funds shall not exceed one dollar (\$1.00) for the duration of the Agreement.
 - 9) Processing fees charged to City for card usage shall be no greater than processing fees for bank-issued credit and debit cards; vendor shall add no surcharges or transaction fees
 - 10) If City elects to continue the parking card solution beyond the trial period, and separately decides to offer discounted parking for temporary time periods to manage congestion or for other public policy objectives, then additional fees may apply. Such additional fees would be subject to future agreement between Contractor, any Subcontractors, and City.
 - ii. The prepaid parking card solution shall be established within 30 days of execution of this contract supplement.
 - iii. Contractor shall offer a 180-day "trial" period for the prepaid parking card solution. If City is satisfied with the operation of the solution, City shall have the option for a customized, "branded" card with a City-provided logo, which shall be subject to bank and financial network approval. If City and Contractor decide to proceed to a custom designed card, there will be an implementation fee of \$9,000.
 - iv. After the trial period, Contractor or its vendors may enter into agreements with local merchants to

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

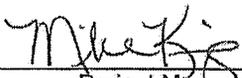
- v. issue parking cards and/or add funds to cards.
- v. Contractor shall offer opportunities for expansion of the prepaid parking card solution to other merchants as approved and designated by City, such as a "Park Shop Dine" program.
- vi. Any service providers utilized for this program shall be selected by Contractor and confirmed by Parking Services. The service provider(s) shall be a subcontractor(s) to Contractor.
- vii. Should a subcontracted service provider fail to meet the service requirements as established in the Scope of Work, with amendments, in the City's sole discretion, upon direction from Parking Services, Contractor shall enter into subcontract with an alternate service provider and terminate the existing subcontract once the migration of services is complete.

2. The maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is unchanged by this supplement.

Agreement's original not-to-exceed amount:	4,076,625.00
Net change by previous contract supplements:	-0-
Not-to-exceed amount prior to this contract supplement:	4,076,625.00
Increase/decrease by this contract supplement:	-0-
New not-to-exceed amount, including all contract supplements:	4,076,625.00

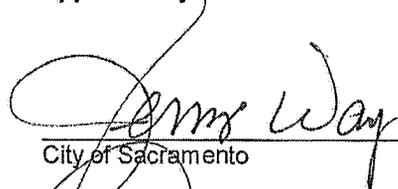
- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:



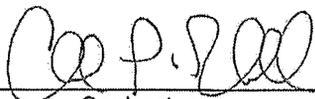
Project Manager

Approved By:



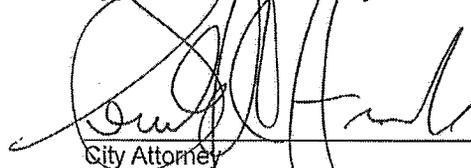
City of Sacramento

Approved By:



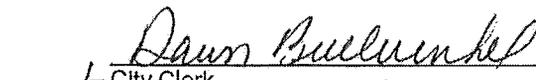
Contractor

Approved As To Form By:



City Attorney

Attested To By:



City Clerk
2-13-14

AMENDMENTS TO THE SACRAMENTO AGREEMENT

1. All references to “Sacramento”, “City of Sacramento”, or “CITY” in the Sacramento Agreement shall mean and be understood to be “City of San Diego”.

2. Paragraph 6 on Page 2 of the Sacramento Agreement entitled “Living Wage Requirements” shall be deleted in its entirety and replaced with the following language:

“Living Wage Requirements. This Agreement is subject to the provisions of San Diego Municipal Code section 22.4201, *et seq.*, Living Wage Ordinance, as well as all regulations and rules promulgated under this provision. IPS further agrees to ensure that all of its subcontractors comply with this provision and all regulations and rules promulgated under this provision.”

3. Paragraph 7 on Page 2 of the Sacramento Agreement entitled “Non-Discrimination in Employee Benefits” shall be deleted in its entirety and replaced with the following language:

“Equal Benefits Ordinance. This Agreement is subject to the provisions of San Diego Municipal Code section 22.4301, *et seq.*, Equal Benefits Ordinance. IPS further agrees to certify in writing on a form approved by the City that it will maintain equal benefits for the duration of this Agreement. Failure by IPS to maintain equal benefits is a material breach of this Agreement.”

4. Delete in its entirety the “Declaration of Compliance” regarding the “Living Wage Ordinance” on Pages 4 and 5 of the Sacramento Agreement.

5. Delete in its entirety the “Declaration of Compliance” regarding the “Equal Benefits Ordinance” on Pages 6-8 of the Sacramento Agreement and replace it with the “City of San Diego Equal Benefits Ordinance Certification of Compliance”, which shall be attached as Exhibit 3 to this Agreement.

6. On Page 1 of Exhibit A, Scope of Services, the particular language in Paragraph 1 identifying the City of Sacramento Representative shall be deleted and be replaced by the City of San Diego Representative who is: Jonathan Carey, Parking Program Manager, City of San Diego, Plaza Hall- 202 C Street, San Diego, CA 92101; Email address: jcarey@sandiego.gov. The remaining portion of Paragraph 1 shall remain in full force and effect.

7. Delete the first bullet point on Page 3 of Attachment 1 to Exhibit A of the Sacramento Agreement, Scope of Services, Paragraph I, which reads as follows:

“Deliver, initially, approximately 6,000 single-space electronic “smart” parking meters, on a schedule mutually agreed between CONTRACTOR and CITY”

And replace the foregoing language set forth above with the following language:

“Deliver up to approximately 5,000 single-space electronic “smart” parking meters on an as-needed basis as determined solely by the City and on a schedule as mutually agreed upon between CONTRACTOR and CITY along with related services set forth herein if smart meters are delivered by CONTRACTOR.”

8. Delete the second bullet point on Page 3 of Attachment 1 to Exhibit A of the Sacramento Agreement, Scope of Services, Paragraph I, which reads as follows:

“Install and perform field testing on the new parking meters, on a schedule to be negotiated between CONTRACTOR and CITY”

And replace the foregoing language set forth in Paragraph 13 of this Agreement above with the following language:

“Install and perform field testing on the new single-space smart parking meters on an as needed basis by CITY determined in CITY’s sole discretion, on a schedule to be negotiated between CONTRACTOR and CITY”

[Reminder of this page intentionally left blank.]

EXHIBIT 2

9. Throughout the Agreement, delete the following “Terminology in Sacramento Agreement” and replace with the “Replacement Terminology in this Agreement” and amend the definitions of such terms as set forth in the section entitled “Terms and Abbreviations” on pages 7-8 of Attachment 1 to Exhibit A of the Sacramento Agreement as follows:

No.	Terminology in Sacramento Agreement	Replacement Terminology in this Agreement (if applicable)	Revised Definition (if applicable)
a.	Meter Shop	<i>No change in terminology.</i>	Parking Meter Operations maintenance and administration facility
b.	PMR	<i>No change in terminology.</i>	City of San Diego Parking Meter Operations staff
c.	Parking Services	Parking Meter Operations	A program in the Revenue Collections Division of the Office of the City Treasurer.
d.	Parking Services Management System	Parking Meter Operations Inventory System	One or more databases, or Excel spreadsheets containing inventory and meter location, time limits, and rates, etc. managed by Parking Meter Operations.
e.	Parking Space ID	Parking Meter ID	Unique alphanumeric name assigned to every meter in the City of San Diego
f.	Parking Space Inventory or PSI	<i>No change in terminology.</i>	The complete listing of parking meter spaces in the Parking Meter Operations Inventory System.
g.	Sacramento Parking Card	Pre-Paid Parking Card	<i>No change in definition.</i>
h.	User	<i>No change in terminology.</i>	Person who uses the MMS (e.g. Parking Meter Operations Staff).
i.	User-Defined Variables	<i>No change in terminology.</i>	Variables defined and supplied by Parking Meter Operations Staff and not typically included in the MMS, primarily used to filter and sort metered spaces in ways that are useful to Parking Meter Operations Staff only and do not affect meter Behavior.

10. In addition, throughout the Agreement, the following terminology in the Sacramento Agreement shall have the same meaning as the Replacement Terminology for this Agreement as follows:

No.	Terminology in Sacramento Agreement	Replacement Terminology for this Agreement
a.	Level II Support Technician	PMR
b.	Meter Shop field personnel	PMR
c.	Parking Meter Repair Shop	Parking Meter Operations
d.	Parking Services	Parking Meter Operations
e.	Parking Meter Repairer	PMR
f.	Parking Services, City of Sacramento	Parking Meter Operations, City of San Diego

11. With regard to the term “accepted meter” as used in this Agreement and except as otherwise provided in this Section, a meter shall be deemed accepted after IPS has performed in-field testing of each installed meter at the time of installation to ensure that meters are operating as designed and has thereafter submitted written documentation to the City’s designated representative certifying that a particular meter has been installed at an identified location and is fully operational. The City has the right to inspect and either accept or reject meter mechanisms upon delivery and installation. A meter shall be deemed accepted thirty (30) days after written notification by IPS is received by the City’s designated representative that an installed meter is operational, unless the City otherwise notifies IPS in writing.
12. All references to the City of Sacramento website address shall refer to the City of San Diego website address at <http://www.sandiego.gov>
13. Delete the language in Section 9.a on page 37 of Attachment 1 to Exhibit A and replace with the following language:
- “The MMS shall accommodate at least twelve alphanumeric characters, and include multiple layers of identification for each parking meter, including but not limited to Parking Meter ID, the City’s collection route number, Community Parking District location, GIS coordinates, street name, block number, and neighborhood location.”
14. Delete the language in Section 2.g entitled “Example III.B.2.g” on Page 42 of Attachment 1 to Exhibit A and replace with the following language:

“Scenario: Meters in a section of the Gaslamp Quarter of Downtown San Diego deemed as the ‘Hospitality Zone’ is currently under a pilot program extending the hours of operation to 10:00 a.m. to 8:00 p.m. from the typical 8:00 a.m. to 6:00 p.m. The remaining meters in Downtown San Diego will remain at the current

enforcement period of 8:00 a.m. to 6:00 p.m. The user shall be able to select all meters in the Hospitality Zone to change them to cover the time period of 10:00 a.m. to 8:00 p.m., while the meters outside of the Hospitality Zone remain at the standard 8:00 a.m. to 6:00 p.m. enforcement period.”

15. Delete the language in Section 11 entitled “Data Integration” on Pages 59 and 60 of Attachment 1 to Exhibit A because unlike Sacramento, the City does not have a proprietary database with for which interface is necessary.

16. Delete the language in Section 4.a on Page 140 of Attachment 1 to Exhibit A and replace with the following language:

“All labor costs incurred by the City associated with repairing or replacing parts required to cure the Failure (e.g., labor costs, including overhead, for the following positions: Parking Meter Technician, Senior Parking Meter Technician, and Parking Meter Supervisor). Administrative costs shall also be included.”

17. Delete the language in Section 1 on Page 1 of Exhibit B and replace with the following language:

“CONTRACTOR’s Compensation. The total of amount to be paid to the CONTRACTOR under this Agreement for the procurement of single-space smart parking meters and related services on an as-needed basis as set forth in Exhibit A, including normal revisions (hereafter, the “Services”) shall not exceed \$8,171,007, which consists of both “One-Time Costs” in an amount not to exceed \$3,857,989 and “On-Going Costs” in an amount not to exceed \$4,313,018 as set forth in Exhibit 4 of this Agreement.”

18. Delete the language in Section 4.D on Page 2 of Exhibit B and replace with the following language:

“D. Requests for payment shall be sent to:

City of San Diego
Parking Meter Operations
Revenue Collections Division
Office of the City Treasurer
Plaza Hall- 202 C Street
San Diego, CA 92101
(619) 533-3610
Attn: Ben Acasio, BAcasio@sandiego.gov
cc: Jonathan Carey, JCarey@sandiego.gov”

EXHIBIT 2

19. Delete "Procurement Summary" set forth in pages 1 through 3 in Attachment 1 to Exhibit B and replace with "City of San Diego Single Space Parking Meter Upgrade" tables related to "Total Estimated Costs", "Estimated One Time Costs", and "Estimated Annual On-Going Costs" attached as Exhibit 4 to this Agreement.
20. On page 12 of Attachment 1 to Exhibit B, under "IPS Value Added Services", delete the following:

"Ming's Recycling Corporation
Sacramento, CA
<http://mingsrecycling.com/aboutus.html>"

"Zanker Road Resource Management Ltd., Florin Perkins Public Disposal Site, Sacramento, CA <http://www.zankerrecycling.com/content/florin-perkins-location>"

And replace with the following:

"With regard to recycling the City's existing single space parking meters, IPS shall, at the request of the City, utilize the services of the local recycling company within San Diego that provides the highest quote for scrap metal content recycling."

21. On pages 12-13 of Attachment 1 to Exhibit B, delete all of the language pertaining to "Consulting Services", "Public Outreach", "Optional Upgrade for Existing Pay-Stations" and "IPS Vehicle Detection Sensors & Coin Collection Vault Sensor Systems".
22. On page 14 of Attachment 1 to Exhibit B, under "Pole Installation Services", delete the following:

"If required, IPS is prepared to provide meter pole and housing installation services in support of this contract. Pricing for this service is \$125.00 per pole + any application permitting fees. Pricing includes the pole and associated installation services."

23. Delete certain language under "Conflicts of Interest" set forth in Paragraph 5 on page 2 of Exhibit D of the Sacramento Agreement that states as follows:

"If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee."

And replace with the following:

“Pursuant to City Council Policy 300-11, the City, at its sole discretion, may unilaterally and immediately terminate this Agreement if CONTRACTOR employs an individual, who, within twelve months immediately preceding such employment, did, in the individual’s capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council in connection with the selection of CONTRACTOR.”

24. Delete the following language in Section 6 on Page 2 of Exhibit D:

“In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30.”

And replace with the following language:

“IPS agrees, acknowledges, and recognizes that the City is under a strict duty of confidentiality with regard to its operations and its customer records, specifically any "Confidential Customer Information." Confidential Customer Information includes the name, address, and financial information of any parking meter customer of the City. IPS will not sell, and unless required or otherwise permitted by law, transfer or share with any third parties any Confidential Customer Information that it receives during the ordinary course of conducting business unless in furtherance of the objectives of this Agreement, or unless it receives prior written consent from the City specifying exactly what information is to be shared and with whom it will be shared. Any Confidential Customer Information received by IPS or any City-approved recipients, may be used only as is necessary or convenient to complete the stated purpose of this Agreement. The Parties further agree that all Confidential Customer Information will be maintained in a confidential and secure manner pursuant to the standards created by law, and shall not be disclosed except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law, including but not limited to National Credit Union Administration Rules and Regulations, 12 Code of Federal Regulations, Parts 716 & 741 and Federal Trade Commission Regulations, 16 Code of Federal Regulations, Part 313.”

25. Delete Paragraph 11 on Pages 6-9 of Exhibit D of the Sacramento Agreement and replace with the following insurance provisions:

“11. During the entire term of this Agreement, CONTRACTOR shall at all times maintain the insurance coverage described in this Section 11.”

All insurance required in Sections 11.1, 11.2, and 11.3 below shall be carried only by insurers that have been rated “A-, VI,” or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted “surplus lines” carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

11.1 COMMERCIAL GENERAL LIABILITY INSURANCE.

11.1.1 At all times during the term of this Agreement, IPS shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.

11.1.2 The policy shall expressly provide that:

- a. all defense costs shall be outside the limits of the policy; and
- b. the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

11.1.3 The policy shall be endorsed to expressly provide that:

- a. the City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insurers; and
- b. the policy is primary and non-contributory to any insurance that may be carried by the City.

11.1.4 There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.

11.2 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.

11.2.1 At all times during the term of this Agreement, IPS shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Agency's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

11.2.2 The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

11.2.3 The policy shall be endorsed to expressly provide that the City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insurers.

11.3 WORKERS' COMPENSATION INSURANCE.

11.3.1 At all times during the term of this Agreement, IPS shall maintain, in full force and effect, Workers' Compensation Insurance for all of IPS's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.

11.3.2 The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

11.3.3 The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, its elected officials, officers, agents, employees, and representatives.

11.4 **CERTIFICATES.** Prior to the effective date of this Agreement, IPS shall provide to the City insurance certificates evidencing the insurance required in Sections 26.1, 26.2, and 26.3 above.

- 11.5 **ENDORSEMENTS.** Prior to the effective date of this Agreement, IPS shall provide to the City the endorsements required under Sections 26.1.3, 26.2.3, and 26.3.3 above. IPS shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.
- 11.6 **CITY'S RIGHT TO REQUEST AND REVIEW AGENCY'S INSURANCE POLICIES.** The City reserves its right to request, and IPS shall immediately submit to the City upon the City's request, copies of any policy required in Sections 28.1, 28.2, and 28.3 above, and its right to review, at any time, IPS's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are sufficient, given the level of risk associated with the services described in the Scope of Services of this Agreement. If the City determines that any such insurance coverage, limits, deductibles, and/or self-insured retentions is insufficient, the City and IPS shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City, and IPS shall comply with any such amendment.
- 11.7 **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of IPS, and shall be disclosed on the insurance certificates and acceptable to the City at the time the required evidence of insurance is provided to the City.
- 11.8 **LIABILITY OF IPS NOT LIMITED TO INSURANCE COVERAGE.** IPS's liability, including, but not limited to, IPS's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.
- 11.9 **MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** IPS shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- 11.10 **ADDITIONAL INSURANCE.** IPS may obtain additional insurance not required by this Agreement.

11.11 **EXPIRATION OF POLICIES.** Upon the expiration date of each insurance policy required in Sections 11.1, 11.2, and 11.3 above, IPS shall provide to the City an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. IPS shall provide to the City all required endorsements for the new or extended policies within fifteen calendar days of the expiration date of each expiring insurance policy.

11.12 **REQUIREMENT TO MAINTAIN INSURANCE.** Any failure by IPS to maintain the insurance required in Sections 11.1, 11.2, and 11.3 (above) throughout the term of this Agreement, or to provide the City evidence of such insurance coverage as required under this Agreement, shall constitute a material breach of this Agreement and shall be grounds for immediate termination.”

26. Delete certain language in paragraph 13 on page 10 of Exhibit D of the Sacramento Agreement that states as follows:

“No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.”

And replace with the following:

“No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the City Charter and San Diego Municipal Code.”

27. Delete “Living Wage Requirements” attached as “Exhibit E” of the Sacramento Agreement.
28. Delete “Requirements of the Non-Discrimination in Employee Benefits Code” attached as “Exhibit F” of the Sacramento Agreement.
29. Delete in its entirety Attachment A to Exhibit F entitled “Your Rights Under the City of Sacramento’s Non-Discrimination in Employee Benefits Code”.
30. Delete in its entirety Attachment B to Exhibit F entitled “Your Rights Under the City of Sacramento’s Non-Discrimination in Employee Benefits Code”.

31. The services set forth Section 1 of Contract Supplement No. C2013-1069-01 of the Sacramento Agreement shall be performed by IPS on an as-needed basis as determined by the City and on a schedule as mutually agreed upon by the City and IPS. Consistent with Section 2 of the Sacramento Agreement, the performance of these services by IPS, if any, shall not change the maximum not-to-exceed amount set forth in Section 17 of this Agreement.
32. IPS further agrees to comply with the following provisions:
- a. Council Policy 100-04: Contractor agrees to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04, attached hereto as Exhibit 5, is by this reference incorporated into this Agreement.
 - b. Council Policy 100-17: IPS agrees to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17, attached hereto as Exhibit 6, is by this reference incorporated into this Agreement.
 - c. Compliance with the City's Equal Employment Opportunity Outreach Program: IPS shall comply with the requirements of the City's Equal Employment Opportunity Outreach Program as described in San Diego Municipal Code sections 22.2701 through 22.2708. IPS shall not discriminate against any employee or applicant for employment on any basis prohibited by law. IPS shall provide equal opportunity in all employment practices. IPS shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Outreach Program requirements. Nothing in this Section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.
 - d. Non-Discrimination Clause: IPS shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. IPS shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. IPS understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between IPS and any subcontractors, vendors, and suppliers shall contain this language.
 - e. Compliance Investigations: Upon the City's request, IPS agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors and suppliers that IPS has used in the

past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by IPS for each subcontract or supply contract. IPS further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance as described in SDMC sections 22.3501 through 22.3517. IPS understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against IPS up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. IPS further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

- f. Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance of parking meters is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, IPS shall comply with State prevailing wage laws, including but not limited to the requirements listed below. Where the work is also subject to the City's Living Wage Ordinance, the higher of the two wages shall apply.
- i. State Prevailing Wage Rates. IPS shall ensure that all workers employed on the project are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City, which are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages may also be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. A craft or classification not shown in the prevailing wage determination may be required to pay the rate of the craft or classification most closely related to it. IPS shall post a copy of the prevailing wage determination at the job site.
- ii. Penalties for Violations. IPS shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- iii. Payroll Records. IPS shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records and making them available for inspection. The Bidder shall require any subcontractors to also comply with this section.

- iv. Apprentices. IPS shall comply with California Labor Code section 1777.5 concerning the employment and wages of apprentices.
- v. Working Hours. IPS shall comply with California Labor Code sections 1810 through 1815, which generally restricts working hours on public works to eight hours a day and forty hours a week unless time-and-a-half is paid for overtime.

DRAFT

EXHIBIT 3

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011

EXHIBIT 4

City of San Diego
 Single Space Parking Meter Upgrade
 Total Estimated Costs

	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
IPS Contract						
<i>One Time Costs</i>						
M5 Single Space 'Smart' Meters	\$2,295,000	\$0	\$0	\$0	\$0	\$2,295,000
Installation & Project Management	\$53,500	\$0	\$0	\$0	\$0	\$53,500
Meter Housings, NFC Readers & Misc.	\$1,487,700	\$0	\$0	\$0	\$0	\$1,487,700
Collection Canisters	<u>\$21,789</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$21,789</u>
Total One Time Costs	<u>\$3,857,989</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,857,989</u>
<i>On-Going Costs</i>						
Per Meter						
Extended Warranty	\$0	\$350,000	\$350,000	\$350,000	\$350,000	\$1,400,000
Communication Fee	\$207,000	\$207,000	\$207,000	\$207,000	\$207,000	\$1,035,000
Back Office Fee	\$273,000	\$273,000	\$273,000	\$273,000	\$273,000	\$1,365,000
Per Credit Card Transaction						
Gateway Fee	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Spare Parts	<u>\$21,006</u>	<u>\$0</u>	<u>\$21,006</u>	<u>\$0</u>	<u>\$21,006</u>	<u>\$63,018</u>
Total On-Going Costs	<u>\$591,006</u>	<u>\$920,000</u>	<u>\$941,006</u>	<u>\$920,000</u>	<u>\$941,006</u>	<u>\$4,313,018</u>
Total IPS Contract	<u>\$4,448,995</u>	<u>\$920,000</u>	<u>\$941,006</u>	<u>\$920,000</u>	<u>\$941,006</u>	<u>\$8,171,007</u>
Banking						
<i>On-Going Costs</i>						
Interchange Fees	\$212,790	\$212,790	\$212,790	\$212,790	\$212,790	\$1,063,950
Interchange Plus Fees	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Total Banking	<u>\$302,790</u>	<u>\$302,790</u>	<u>\$302,790</u>	<u>\$302,790</u>	<u>\$302,790</u>	<u>\$1,513,950</u>
Grand Total	<u>\$4,751,785</u>	<u>\$1,222,790</u>	<u>\$1,243,796</u>	<u>\$1,222,790</u>	<u>\$1,243,796</u>	<u>\$9,684,957</u>

EXHIBIT 4

City of San Diego
 Single Space Parking Meter Upgrade
 Estimated One Time Costs

Item	Unit Cost	Qty	Ext Cost	Year 1		Total One Time Costs
				8% Sales tax		
IPS Contract						
<u>Parking Meter Purchase and Installation</u>						
M5 single space meter with domes	\$425.00	5,000	\$2,125,000.00	\$170,000.00		\$2,295,000.00
Meter installation services	\$10.00	5,000	\$50,000.00			\$50,000.00
Installation project mgmt ⁽¹⁾	\$3,500.00	1	\$3,500.00			\$3,500.00
Installation Subtotal						
NFC reader for contactless pmt & EMV integration	\$89.00	5,000	\$445,000.00	\$35,600.00		\$480,600.00
Decal - insert card	\$0.50	5,000	\$2,500.00	\$200.00		\$2,700.00
Decal - insert coin	\$0.50	5,000	\$2,500.00	\$200.00		\$2,700.00
Decal - credit card brands	\$0.50	5,000	\$2,500.00	\$200.00		\$2,700.00
Refurbished Housings, vault door, lock/key, coin cup	\$185.00	5,000	\$925,000.00	\$74,000.00		\$999,000.00
Meter Housing, NFC Reader & Misc.						
Locking canisters	\$295.00	60	\$17,700.00	\$1,416.00		\$19,116.00
Cash Collection cart and canister	\$495.00	5	\$2,475.00	\$198.00		\$2,673.00
Collection Canister Subtotal						
Total One Time Costs - Parking Meter Purchase & Installation						
						\$3,857,989.00

Assumptions :

Estimated total of 5,000 meters purchased.
 Citywide implementation in Year 1.

Notes:

⁽¹⁾ \$3,500 Installation Project Management is for 6 months.

EXHIBIT 4

City of San Diego Single Space Parking Meter Upgrade Estimated Annual On-Going Costs

Description	Unit Cost	Qty	Year 1			Year 2			Year 3			Year 4			Year 5			Total 5 Yr On-Going Cost			
			Ext Cost	8% Sales Tax	Subtotal	Ext Cost	8% Sales Tax	Subtotal	Ext Cost	8% Sales Tax	Subtotal	Ext Cost	8% Sales Tax	Subtotal	Ext Cost	8% Sales Tax	Subtotal				
IPS Contract																					
<i>Spare Parts</i>																					
Card Entry Slot	\$18.00	25	\$475	\$38	\$513	\$0	\$0	\$475	\$38	\$513	\$0	\$0	\$475	\$38	\$513	\$0	\$0	\$475	\$38	\$513	\$1,539
Hybrid card reader	\$48.00	25	\$1,225	\$98	\$1,323	\$0	\$0	\$1,225	\$98	\$1,323	\$0	\$0	\$1,225	\$98	\$1,323	\$0	\$0	\$1,225	\$98	\$1,323	\$3,969
Coin Chute or Track	\$68.00	50	\$3,450	\$276	\$3,726	\$0	\$0	\$3,450	\$276	\$3,726	\$0	\$0	\$3,450	\$276	\$3,726	\$0	\$0	\$3,450	\$276	\$3,726	\$11,778
Meter Dome (top cover)	\$68.00	25	\$1,725	\$138	\$1,863	\$0	\$0	\$1,725	\$138	\$1,863	\$0	\$0	\$1,725	\$138	\$1,863	\$0	\$0	\$1,725	\$138	\$1,863	\$5,989
Dome lenses	\$15.00	25	\$375	\$30	\$405	\$0	\$0	\$375	\$30	\$405	\$0	\$0	\$375	\$30	\$405	\$0	\$0	\$375	\$30	\$405	\$1,215
Coin entry slot	\$2.00	25	\$50	\$4	\$54	\$0	\$0	\$50	\$4	\$54	\$0	\$0	\$50	\$4	\$54	\$0	\$0	\$50	\$4	\$54	\$162
Keypad	\$25.00	50	\$1,250	\$100	\$1,350	\$0	\$0	\$1,250	\$100	\$1,350	\$0	\$0	\$1,250	\$100	\$1,350	\$0	\$0	\$1,250	\$100	\$1,350	\$4,050
Validator Connector board	\$15.00	50	\$750	\$60	\$810	\$0	\$0	\$750	\$60	\$810	\$0	\$0	\$750	\$60	\$810	\$0	\$0	\$750	\$60	\$810	\$2,430
Battery pack	\$30.00	50	\$1,500	\$120	\$1,620	\$0	\$0	\$1,500	\$120	\$1,620	\$0	\$0	\$1,500	\$120	\$1,620	\$0	\$0	\$1,500	\$120	\$1,620	\$4,860
Validator connection cable	\$5.00	25	\$125	\$10	\$135	\$0	\$0	\$125	\$10	\$135	\$0	\$0	\$125	\$10	\$135	\$0	\$0	\$125	\$10	\$135	\$335
Solar panel/modem comms board	\$165.00	20	\$3,300	\$264	\$3,564	\$0	\$0	\$3,300	\$264	\$3,564	\$0	\$0	\$3,300	\$264	\$3,564	\$0	\$0	\$3,300	\$264	\$3,564	\$10,692
Main board	\$165.00	25	\$4,125	\$330	\$4,455	\$0	\$0	\$4,125	\$330	\$4,455	\$0	\$0	\$4,125	\$330	\$4,455	\$0	\$0	\$4,125	\$330	\$4,455	\$13,365
Screen/Display	\$48.00	25	\$1,200	\$96	\$1,296	\$0	\$0	\$1,200	\$96	\$1,296	\$0	\$0	\$1,200	\$96	\$1,296	\$0	\$0	\$1,200	\$96	\$1,296	\$3,969
RFID tags	\$10.00	25	\$250	\$20	\$270	\$0	\$0	\$250	\$20	\$270	\$0	\$0	\$250	\$20	\$270	\$0	\$0	\$250	\$20	\$270	\$810
Subtotal Spare Parts																					
			\$21,006		\$21,006	\$0	\$0	\$21,006		\$21,006		\$0	\$0	\$21,006		\$0	\$0	\$21,006		\$21,006	\$63,018
<i>Per Meter</i>																					
Monthly communication fees	\$3.45	5,000	\$207,000		\$207,000	\$207,000	\$207,000	\$207,000		\$207,000	\$207,000	\$207,000	\$207,000		\$207,000	\$207,000	\$207,000	\$207,000		\$207,000	\$1,035,000
Monthly back office fees	\$4.35	5,000	\$217,500		\$217,500	\$217,500	\$217,500	\$217,500		\$217,500	\$217,500	\$217,500	\$217,500		\$217,500	\$217,500	\$217,500	\$217,500		\$217,500	\$1,087,500
Extended warranty (annual after year 1)	\$70.00		\$0		\$0	\$350,000	\$350,000	\$350,000		\$350,000	\$350,000	\$350,000	\$350,000		\$350,000	\$350,000	\$350,000	\$350,000		\$350,000	\$1,400,000
<i>Per Credit Card Transaction</i>																					
Gateway fees	\$0.06	1,500,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$450,000
Subtotal On-Going IPS Contract Costs																					
			\$591,006		\$591,006	\$920,000	\$920,000	\$920,000		\$920,000	\$920,000	\$920,000	\$920,000		\$920,000	\$920,000	\$920,000	\$920,000		\$920,000	\$2,431,018
<i>Banking</i>																					
Interchange fees	8.20%	\$2,595,000	\$212,790		\$212,790	\$212,790	\$212,790	\$212,790		\$212,790	\$212,790	\$212,790	\$212,790		\$212,790	\$212,790	\$212,790	\$212,790		\$212,790	\$1,063,950
Interchange Plus fees	\$0.06	1,500,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$90,000	\$90,000	\$90,000		\$90,000	\$450,000
Subtotal On-Going Banking Costs																					
			\$302,790		\$302,790	\$302,790	\$302,790	\$302,790		\$302,790	\$302,790	\$302,790	\$302,790		\$302,790	\$302,790	\$302,790	\$302,790		\$302,790	\$1,513,950
Grand Total Annual On-Going Costs																					
			\$983,796		\$983,796	\$1,222,790	\$1,222,790	\$1,222,790		\$1,222,790	\$1,222,790	\$1,222,790	\$1,222,790		\$1,222,790	\$1,222,790	\$1,222,790	\$1,222,790		\$1,222,790	\$5,826,968

Assumptions
25 credit cards transactions per meter per month Banking Interchange and Interchange Plus Fees are all estimates Average credit card transaction amount of \$1.75

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: AMERICANS WITH DISABILITIES ACT/CITY CONTRACTORS
POLICY NO.: 100-04
EFFECTIVE DATE: June 14, 1993

BACKGROUND:

The issue of accessibility, both architecturally and programmatically by people with disabilities, to public and private entities has been addressed by Section 504 of the Rehabilitation Act of 1973, and most recently by the Americans with Disabilities Act (ADA) of 1990. This broad reaching legislation addresses the right of people with disabilities to obtain equal access to services, programs, buildings, facilities, and employment.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing compliance with the ADA in the workplace. It is the purpose of this policy to establish the requirement that all City contractors, including but not limited to construction contracts, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the ADA.

POLICY:

Section 1. Definitions

- A. "Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.
- B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. "Contractor" means any person or entity who enters into an agreement with the City for the construction of capital improvements or the provision of goods or services. Contractor shall include, but not be limited to consultants, grantees, lessees and vendors.

Section 2. City Contractor Requirements

- A. Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

1. Title I. Employment Mandates

"No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment."

2. Title II. State and Local Government

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

“No qualified individual with a disability maybe excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by contractors or subcontractors providing services for the City.”

3. Post a statement addressing the requirements of the ADA in a prominent place at the worksite.
- B. Contractors shall include in each subcontract agreement, language which indicates the subcontractor’s agreement, language which indicates the subcontractor’s agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own ADA employment programs.

HISTORY:

“Cooperative Funding of Cultural Institutions
with the County of San Diego” Adopted by
Resolution R-214497 10/15/1976
Amended by Resolution R-220257 02/08/1978
Repealed by Resolution R-250684 11/19/1979

“Allocation of Transient Occupancy Tax
Funds To The Convention and Visitors Bureau”
Adopted by Resolution R-261328 08/06/1984
Amended by Resolution R-263886 08/19/1985
Amended by Resolution R-271995 09/26/1988
Rescinded by Resolution R-279227 01/06/1992
(Now included in 100-03)

“Americans with Disabilities Act/City Contractors”
Adopted by Resolution R-282153 06/14/1993

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

- A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).
- D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

- A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:
 - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
 - (3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

P13151171027

REQUEST FOR PROPOSALS

FOR

CITY OF SACRAMENTO

Parking Meter Procurement

***300 Richards Blvd., 2nd Floor
Sacramento, CA 95811***

FOR

City of Sacramento

GENERAL SERVICES

Getting It Done!



Bid Transaction # P13151171027

Issue Date: May 29, 2013

RFP SUBMITTAL DEADLINE

June 26, 2013, 5:00 PM PDST

City of Sacramento

Department of Public Works

Attn: Paul Sheridan, Parking Services Division

300 Richards Blvd., 2nd Floor

Sacramento, CA 95811

PRE-SUBMITTAL MEETING

June 6, 2013, 10 am PDST

300 Richards Blvd., Conference Room DS-221, Sacramento, CA 95811.

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Appendix N – Mobile Payments LDs/CAs

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Appendix P – Performance Bond

**REQUEST FOR PROPOSALS
FOR
*Parking Meters and Related Services***

I. INTRODUCTION

This Request for Proposals (RFP) is for the procurement of 6,000 single-space parking meters, component enhancements and associated back-end support software systems and services. Software systems will be used in tracking revenue and maintenance, programming the parking meters for variable rate and special event parking, and supporting parking enforcement services. The City potentially also will be procuring additional meter housings, electronic vault locks and keys, installation services, credit card processing, a credit card merchant account, bank deposit services, Mobile Payment services, meter decals, and buy-back/disposal of obsolete meter mechanisms. Interested vendors must submit complete proposals, further defined in this RFP.

The City's selection committee will evaluate each submittal based on meeting required specifications. Vendors whose offerings are judged as similar will be further evaluated on the basis of total price. Only the sealed bid of the selected vendor will be opened, unless two vendors' offerings are judged as substantially the same, in which case, cost will be the deciding factor.

Each contract shall be a firm fixed-price contract, with equipment batch payments, ongoing monthly communications, management system and credit card processing fees, other services fees, and liquidated damages/credit assessments in accordance with the terms of the contract. No cost adjustments will be made for the base term of the contract.

The contract(s) is subject to approval by the Sacramento City Council.

The contract(s) shall have an original term of five years with five, one-year options to extend the term.

Interested vendors are encouraged to attend the Pre-Submittal Meeting on June 6, 2013.

Questions concerning this RFP will only be accepted in writing to the contact identified within this document. Vendors are not to contact other City staff to discuss or inquire about this RFP.

a. PROPOSAL

Qualified vendors are invited to submit proposals to provide the goods and services that meet the minimum requirements specified in this RFP. Vendors responding to this RFP shall submit:

- Ten bound copies and one unbound, reproducible copy of their proposal. The proposal shall contain only double-sided 8½" x 11" pages (not counting dividers). All pages shall be numbered. A table of contents and index dividers shall be

included for ease of review by the selection committee. Drawings provided with the submittal shall not exceed 11"x17".

- Vendors must also submit electronic versions of their proposals. Completed Appendices C and I shall be provided to the City in both MS Excel and Portable Document Format (PDF). All other response documents shall be provided in both MS Word and PDF.

b. PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held on **June 6, 2013** at 10:00 a.m. PST, 300 Richards Blvd., Conference Room DS-R221, Sacramento, CA 95811. **Attendance at this meeting is encouraged.** Individuals interested in attending the pre-submittal meeting should arrive early.

c. TENTATIVE PROJECT SCHEDULE

Release Request for Proposals	May 29, 2013
Pre-submittal Meeting	June 6, 2013, 10:00 a.m., PDT
Deadline for Questions	June 7, 2013, 5:00 p.m., PDT
Response to Questions Posted	June 14, 2013
Proposal Due Date	June 26, 2013, 5:00 p.m., PDT
Proposal Rankings	July 10, 2013
Short List Interviews (If any)	July 19, 2013
Vendor Selection	July 24, 2013
Negotiations with Top Selected Vendor	July 24–August 9, 2013
City Council Meeting (Approval)	September 3, 2013
Contract Execution Complete	September 17, 2013

Any changes to this schedule will be communicated through addenda published on the City of Sacramento’s Bid Center.

II. BACKGROUND

The City of Sacramento has approximately 5,500 metered parking spaces within the city limits, primarily in Downtown, Midtown, and Old Sacramento. These parking spaces are metered with a mix of technologies, including single-space digital (but non-communicating) mechanisms and multi-space pay-and-display stations. Most of these meters and pay stations have exceeded or are reaching the end of their useful lives. A map of the meters and pay stations is provided in Appendix E, Current Meter Map 051713.pdf.

In August 2012, the Sacramento City Council directed staff to pursue parking modernization through technology enhancements and other methods. After careful analysis, staff has determined that single-space meters throughout the core parking areas is the best overall solution to meet the needs for customer service, city management, and fiscal impact.

On April 30, 2013, the Sacramento City Council approved the use of an RFP process to select a parking meter vendor to provide new single-space parking meters that will replace the City's existing single and multi-space parking meters. The RFP process allows the City to make a selection based on best overall solution, not just lowest price.

As part of the overall "upgrade" to the City's parking meter system, the City may procure additional parking meter components and services, including electronic vault locks and keys, housings, meter decals, and mobile payment services. The City is also exploring options for credit card processing, merchant accounts, bank deposits of collections, buy-back/credit/disposal of obsolete mechanisms and pay stations, and various consulting activities. These additional procurements may be consolidated with the procurement of the meters, or may be purchased from other vendors, depending on which option is in the better interest of the City.

The City's on- and off-street parking programs are managed by the Parking Services Division of the Department of Public Works. The City has retained Walker Parking Consultants to perform certain services in conjunction with this RFP.

III. SCOPE OF SERVICES

The successful vendor(s) will be expected to:

- Deliver, initially, approximately 6,000 single-space electronic "smart" parking meters, on a schedule to be negotiated between Vendor and City
- Install and perform field testing on the new parking meters, on a schedule to be negotiated between Vendor and City
- Maintain and support a Meter Management System (MMS) that directs the parking meters' behavior and provides activity and financial reports
- Maintain and support a network for two-way communications between the parking meters and the MMS
- Maintain all required certifications and compliance
- Develop and deploy data interchange systems between Vendor's Meter Management System and specific IT systems designated by City, including IT systems operated by third parties to support City functions
- Provide sufficient training for all City employees and contractors who provide the following services for meters: installation, maintenance/repair, staff and end-customer support, enforcement, accounting/reconciliation/financial reporting, administration, and collections
- Provide customer support as required by City personnel
- Provide warranty service for meters for a term negotiated between Vendor and City
- Deliver spare parts in a timely manner
- Assist the City in recovering any residual value in obsolete meter mechanisms
- Provide consulting for parking management, analysis, data extraction, report preparation, and decal design, as requested by City
- Optionally, implement a collections solution
- Optionally, deliver approximately 6,000 electronic locks, with keys and management solution, on a schedule to be negotiated between Vendor and City
- Optionally, implement a mobile payment solution

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- Optionally, implement an on-street validation solution
- Optionally, implement an end-customer website for credit card receipts
- Deliver additional meters, on a schedule to be negotiated between Contractor and City, at the same price as the initial 6,000 meters

Appendix A

SUBMITTAL REQUIREMENTS

INTRODUCTION

The guidelines listed below were developed to standardize the preparation of proposals by interested vendors. The guidelines help to assure consistency in format and content of proposals that are submitted to the City. This process will reduce the time required to prepare a proposal and will simplify the review process by the selection committee.

1. Vendors must provide 10 bound copies and one unbound, reproducible copy of its proposal. The proposal shall use double-sided, 8½" x 11" pages. All pages shall be numbered. A table of contents and index dividers shall be included for ease of review by the selection committee. Drawings provided with the submittal shall not exceed 11"x17". References to page counts within these submittal requirements indicate the number of pages, not the number of sheets. Dividers are not included within page counts.
2. Vendors must also submit an electronic version of their proposal in both MS Word and Adobe Acrobat versions for the proposal and in MS Excel format for the pricing section. These must be submitted on CD or USB "flash" drives. The electronic versions of the cost information shall be included within the sealed envelope containing the printed price proposal.

Proposals should include the following components in the order listed:

1. Signed introductory letter containing required components
2. Table of Contents
3. Mandatory Requirements/Minimum Qualifications
4. Completed Appendix C: Specification Compliance Worksheet
5. Response to Appendix F: Single Space Meter Technical Specification
6. Completed Appendix J: Proposal Deliverables Checklist
7. Response to Appendix K: Electronic Locks Technical Specification
8. Response to Appendix M: Mobile Payments Technical Specification
9. Supportive Information
10. References as outlined.
11. Conflict of Interest Statement & Requirements.
12. Insurance Coverage.
13. Addenda and Additional Information
14. **A separate sealed envelope** containing 11 copies of the Guaranteed Maximum Price Proposal for the project, including a completed Appendix I—Pricing Sheets, for both printed and electronic copies.

REQUIRED DETAIL

Vendors are required to address the following requests by the deadline set forth on the cover sheet of this RFP in order to be considered responsive. The submittal shall include the following components in the order listed:

1. **Introductory Letter**—This letter should be addressed to:

Paul Sheridan
Department of Public Works
Parking Services Division
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

The Introductory Letter shall contain the following required components:

Provide a cover letter, no more than two pages in length, indicating the Vendor's contact person and an expression of the vendor's interest in working on this project. This letter shall indicate the name, address, telephone number and email address of the contact person if further information is desired.

This letter should reflect the Vendor's project understanding and summarize critical issues. It shall also recognize the requirement to meet critical project deadlines, challenges, exceptions to the contract template, and any summary information that may be useful to the City.

The cover letter must be signed by a person authorized to bind the company contractually.

Signature

The cover letter must be signed by an official authorized to bind the prospective vendor contractually and contain a statement that the submittal is a firm offer for a 180-day period.

The signed cover letter constitutes certification by the prospective vendor, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective firm complies with non-discrimination requirements of the State and the Federal Government.

An unsigned submittal or one signed by an individual not authorized to bind the prospective firm will be rejected.

2. **Table of Contents and Index Dividers**—Include a Table of Contents and Index Dividers for ease of reviewing.

3. **Mandatory Requirements/Minimum Qualifications**

The Vendor shall address the points below, in no more than 10 pages.

- a. Describe how the project manager and the team are qualified for this project. List any previous experience that uniquely qualifies the team for this type of project. Identify the employees and their roles for this project. Provide contact information, including phone number, cell phone number, email address, and fax number.
- b. The Vendor and its products must meet or exceed the following criteria:
 - The Vendor or its principals shall demonstrate that they have been in the parking meter business for a minimum of seven years.
 - The proposed technology manufacturer (if different from above) shall have been in the parking meter business for a minimum of seven years.
 - The proposed technology manufacturer shall have an electronic meter mechanism installation base of a minimum of 15,000 mechanisms in North American markets.
 - The Vendor shall have participated in a minimum of two procurement projects of at least 5,000 devices within the last seven years.
- c. The Vendor must provide documentation of the following items:
 - Proposed Meter Mechanism and/or Paystation payment software shall be Payment Application Data Security Standard (PA-DSS) validated by a Payment Application Qualified Security Assessor (PA-QSA) and be verified on PCI SSC's list of PA-DSS validated payment applications.
 - Contractor's payment software submitted for PA-DSS validation should incorporate:
 - "Hold and Send" protocol
 - Contactless Payment
 - Remote connections capability such as Short Messaging Service (SMS).
- d. The Vendor's credit card gateway shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors. Compliance with PCI DSS shall have been achieved through a third party audit process. The Proposer shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.
- e. Annual Report on Compliance ("ROC") by Qualified Security Assessor ("QSA") or internal auditor if signed by officer of the company.

- f. Quarterly network scan by Approved Scan Vendor (“ASV”).
- g. Attestation of Compliance (with PCI requirements) Form.

For more information on these requirements, please go to the following site:

http://usa.visa.com/merchants/risk_management/cisp_merchants.html

4. **Completed Appendix C: Specification Compliance Worksheet**—Indicate compliance with each of the specifications from Appendix F: Single Space Meter Technical Specification.
5. **Response to Appendix F – Single-Space Meter Technical Specifications**—Include all deliverables as defined in that document, in 75 pages or fewer.
6. **Completed Appendix J – Proposal Deliverables Checklist**—Indicate that each deliverable has been incorporated into the response.
7. **Response to Appendix K – Electronic Locks Technical Specification**—Include all deliverables as defined in that document, in five pages or fewer.
8. **Response to Appendix M – Mobile Payments Technical Specification**—Include all deliverables as defined in that document, in 10 pages or fewer.
9. **Supportive Information**—Any and all supportive information is at the Vendor’s complete discretion, with a maximum of 10 pages. This may include “value added” services or products the Vendor offers, at no additional cost, to enhance the City’s parking system.
10. **References** (at least 3)—Provide references related to work outlined in this RFP. Include name, address and telephone number of at least two of the client agency’s contacts capable of commenting on your firm’s performance. The City of Sacramento reserves the right to contact other agencies or individuals not listed by the proposer. This section should be no more than four pages.
11. **Conflict of Interest Statement & Requirements**—The prospective Vendor shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract. The prospective Vendor shall also list current clients who may have a financial interest in the outcome of this consultant services contract.
 - a. **Generally**—Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the City are required to comply with the City’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals working for vendors providing services or performing work for the City, if such individuals are considered to be “consultants “under the Political Reform Act. The term “consultant” generally includes individuals who

make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The City’s Conflict of Interest Code requires individuals who qualify as “consultants” to file the following statements of economic interests with the City:

- (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the contract between the City and the contractor;
- (2) Annual statements of economic interests while the contract remains in effect, to be filed not later than April 30 of each year; and
- (3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

- b. **Conflict of Interest Statements**—The standard contract attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the contract will be considered “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the Vendor’s acknowledgement and contract that, if the Vendor is awarded the contract by City, the individuals who will provide services or perform work pursuant to the contract will not have a conflict of interest under the City’s Conflict of Interest Code.

In addition, if the Vendor is awarded the contract by City, such proposer shall cause the following to occur within 30 days after execution of the contract:

- (1) The proposer shall identify the individuals who will provide services or perform work under the contract as “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code;
- (2) The proposer shall cause these individuals to file with the City Representative identified in the contract the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code.

Thereafter, throughout the term of the contract, the Vendor shall cause these individuals to file with the City Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the City’s Conflict of Interest Code. The City may withhold all or a portion of any payment due under the contract until all required statements are filed.

12. Insurance Coverage—List current insurance coverage for the lead firm. Provide insurance carrier’s name and level of coverage for General Liability, Auto Liability, and Professional Liability. Also state policy number and effective date of Workers’ Compensation coverage.

The Vendor shall provide a summary of the Vendor’s present and proposed insurance coverage (comprehensive general liability, professional errors and omissions (if required), automotive liability, and workers' compensation) for this project. Minimum limits of coverage are as follows:

Insurance Type	Coverage Requirement
Comprehensive General Liability	\$1,000,000 combined single limit
Professional Errors & Omissions	\$1,000,000
Automotive Liability	\$1,000,000 combined single limit
Workers' Compensation	(in accordance with State laws)

Prior to commencement of the work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the City.
2. That the City will not be responsible for any premiums or assessments on the policy.

The Vendor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Vendor agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the City. In the event the Vendor fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

13. Addenda and Additional Information—Addenda related to this RFP must be acknowledged in writing. RFP submittals missing acknowledgement of any addendum or information requested in this RFP will be considered non-responsive and the Vendor will be eliminated from evaluation.

14. Guaranteed Maximum Price In a Sealed Envelope—Vendors shall complete the yellow cells in Appendix I as provided. This provides the City with a basis for comparison between vendors, if necessary. Both printed and electronic copies should be provided. Vendors may include additional pricing detail and justification as a separate document within the sealed envelope (along with electronic copies of any

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additional material on the CD or flash drive). In particular, Vendors shall ensure their pricing accounts for full lifecycle costs, and that there will be no “hidden” costs that are revealed during contract negotiations.

Failure to provide the cost proposal as required above will result in the Vendor's elimination from evaluation.

APPENDIX B

GENERAL INFORMATION

1. Vendor Selection Process and Evaluation Criteria

The Vendor selection process is described below.

- A. After the period has closed for receipt of submittals, each submittal will be examined to determine compliance with the format requirements specified in the RFP. Any submittal that does not meet the mandatory requirements will be eliminated from competition. The City may reject any submittal if it is conditional, incomplete, or contains irregularities. The City may waive any immaterial deviation in a submittal. Waiver of an immaterial deviation shall in no way modify the Request for Submittal documents or excuse from full compliance with the contract requirements if the Vendor is awarded the contract.
- B. A Contractor Selection Panel (CSP) will evaluate and score each submittal that meets the mandatory requirements. All vendors shall complete Appendix C, Specification Compliance Worksheet, to assist in the evaluations.
- C. The CSP will evaluate and score the meter samples provided for the pilot evaluation.
- D. The CSP may contact one or more of the references provided by the Vendors. Any information gleaned from references will be part of the evaluation process used to score the proposals.
- E. The CSP will evaluate the Vendor's overall experience and expertise, compliance with the specifications and overall impressions and performance of the meter samples in scoring each vendor.
- F. The overall goal of the CSP is to select the Vendor and meter that will be most beneficial to the City of Sacramento.
- G. Following independent evaluation of the written submittals and during or after the meter pilot, the highest scoring vendor or vendors may be requested to participate in an interview; however, the City reserves the right to invite none, one or any of the vendors to interview, and/or to select a firm on the basis of the written proposal only.
- H. The City will request that the selected Vendor enter into negotiations. If contract is reached, the Vendor will be recommended for award, subject to approval by the Sacramento City Council and contract execution by the City Manager. If contract cannot be reached with the selected Vendor, the Department of Public Works will close negotiations and may enter into negotiations with the second ranked firm and so on.

2. Late Submittal

A submittal is late if received at any time after the required submittal date and time at the location specified in this RFP. A late submittal will not be considered for evaluation by the selection committee and will be deemed non-responsive.

3. Modification or Withdrawal of Submittal

Any submittal received prior to the date and time specified in this RFP for receipt of submittals may be withdrawn or modified by written request of the proposer. To be considered for evaluation by the selection committee, however, the modified submittal must be received by the time and date at the location specified in this RFP.

4. Written Questions

Questions concerning this RFP may be submitted in writing only. The City will not respond to verbal questions or phone calls concerning this RFP. Questions must be emailed to:

Parking Services Division
Attention: Paul Sheridan
Email: psheridan@cityofsacramento.org

Questions must be submitted by 5:00 p.m., PDT, June 7, 2013, in order to get a response. Responses will be provided through addenda published on the City's web site, in the same area as this RFP. Vendors are encouraged to check regularly, up to the morning the proposals are due, to ensure they have the latest information regarding this solicitation.

5. Signature

The submittal shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective Vendor contractually and contain a statement that the proposal in the sealed envelope is a firm offer for a 180-day period.

The signed cover letter constitutes certification by the prospective Vendor, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective Vendor complies with non-discrimination requirements of the State and the Federal Government.

An unsigned submittal or one signed by an individual not authorized to bind the prospective Vendor will be rejected.

6. Property Rights

A submittal received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

7. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposal confidential and exempt from disclosure under the Public Records Act will be regarded as non-effective and will be disregarded.

8. Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final submittal deadline. The City also reserves the right to extend the submittal due date, or to cancel this RFP at any time. RFP submittals missing acknowledgement of any addendum or information requested in this RFP shall be considered non-responsive and the Vendor will be eliminated from evaluation.

9. Non-Commitment of City

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified Vendor, to award more than one contract and distribute the work, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

10. Award of Contract

The prospective firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age sex, or national origin.

11. Execution of Contract

The prospective Vendor will be required to adhere to the provisions of a fully executed contract. Provisions of the contract shall be based on a standard purchase agreement and/or professional services agreement approved by the City Attorney.

It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a Fixed Cost basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the selection process is completed.

12. Performance Bond

The selected Vendor will be required to provide a performance bond in the amount \$3,000,000 during the initial year of the contract. The amount of the performance bond will decrease over the term of the contract to reflect the reduced value of performance in ensuing years.

13. Public Domain

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

14. Coordination

Coordination of Vendor and City activities will be accomplished through a Vendor Project Manager and the City Project Manager. The Vendor Project Manager shall not be removed from the project during the term of the contract without City approval.

The Vendor shall carry out instructions as received from the City Project Manager and shall cooperate with the City and any other contractors working on the project.

It is not the intent of the foregoing paragraph to relieve the Vendor of its professional responsibility during the performance of this contract. In those instances where the Vendor believes a better plan, methodology or solution to the problem is possible, the Vendor Project Manager shall promptly notify the City Project Manager of these concerns, together with the supporting justification.

14. Materials Provided by the City

All existing City codes, standards and other city documents related to the project will be available at the Vendor's request.

15. City's Rights, Options, and Policies

- The City reserves the right to decide that one Vendor is more responsive than the others and to make a selection after review of the Proposals only.
- The City reserves the right to modify any portion, postpone, or cancel this RFP at anytime, and/or to reject any and all submissions without indicating any reason. No submission documents will be returned.
- The City reserves the right to reject individual team members, vendors, sub-contractors and request substitution without indicating any reason prior to contract award.
- The City reserves the right to request additional information which it deems necessary to clarify a Vendor's response or to assure that a Vendor meets technical requirements and/or has the business organization and financial resources to perform as required.

P13151171027

- No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the City of Sacramento. If any submission is late or incomplete in any way, that firm will be eliminated from consideration.
- Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the City and negotiated based upon ideas provided by any source.

APPENDIX C

SPECIFICATION COMPLIANCE WORKSHEET

This appendix is provided as a separate document in Microsoft Excel.

Proposers shall indicate compliance with each of the technical specifications.

APPENDIX D
SPECIAL PROVISIONS

1. Record Retention

The Vendor agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

2. Accuracy and Completeness

The Vendor has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related work prepared for the Project and shall check all such material accordingly. The information will be reviewed by City for conformity with Project objectives and compliance with City and State Standards. The responsibility for accuracy and completeness of all items remains solely with the Vendor.

3. Documentation

The Vendor shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, recommendations, and other records as required.

4. Ownership of Documents

All documents prepared or obtained under this RFP shall be delivered to and become the property of the City.

5. Copyrights

The Vendor shall not have copyrights of reports, materials, or products created, produced, or resulting from this Contract.

6. Changes in Work

The City reserves the right to change the Scope of Work as necessary. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to perform under the original scope of this Contract, a contract adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume.

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APPENDIX E
CURRENT METER MAP

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

APPENDIX F

SINGLE SPACE METER TECHNICAL SPECIFICATION

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

APPENDIX G

SINGLE-SPACE METER LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

APPENDIX H

METER COMMISSIONING CHECKLIST

- 1) Meter Mechanism shall not be damaged during shipment.
- 2) Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- 3) Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- 4) Non-authorized coins shall not register any amount of time.
- 5) The card reader shall recognize the insertion of a valid credit or smart card.
- 6) NFC card reader functionality shall work as described in the Technical Specifications.
- 7) The automated mechanism configuration download shall work as described in the Technical Specifications.
- 8) The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- 9) The Meter Mechanism programming profile is accurate for its assigned location id.
- 10) The Keypad shall work properly.
- 11) The Meter Mechanism shall register jams.
- 12) The Meter Mechanism LEDs shall work properly.
- 13) The Meter Mechanism stickers shall be properly applied.
- 14) The Meter Mechanism communications channels shall work properly.
- 15) The Meter Mechanism shall display proper the date and time.
- 16) The Meter Mechanism backlight shall operate properly.
- 17) The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

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APPENDIX I
PRICING SHEETS

This appendix is provided as a separate document, in Microsoft Excel format.

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APPENDIX J

PROPOSAL DELIVERABLES CHECKLIST

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

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APPENDIX K

ELECTRONIC LOCKS TECHNICAL SPECIFICATIONS

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

APPENDIX L

ELECTRONIC LOCKS LIQUIDATED DAMAGES/CREDIT ASSESSMENTS

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

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APPENDIX M

MOBILE PAYMENTS TECHNICAL SPECIFICATIONS

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

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APPENDIX N

MOBILE PAYMENTS LIQUIDATED DAMAGES/CREDIT ASSESSMENTS

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

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APPENDIX O
SAMPLE CONTRACT

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).

P13151171027

APPENDIX P
PERFORMANCE BOND

This appendix is provided in a separate document, [RFP Additional Appendices.pdf](#).



THE CITY OF SAN DIEGO
M E M O R A N D U M

DATE: February 28, 2014

TO: Dennis Gakunga, Director, Purchasing & Contracting

FROM: Viviana Hening, Principal Procurement Specialist *VH*

SUBJECT: Request for Cooperative Procurement Contract under San Diego Municipal Code §22.3208

The Office of the City Treasurer requests that the Purchasing Agent award a contract to IPS Group, Inc. (IPS) for the purchase of new single-space 'smart' parking meters in accordance with the specifications outlined in the City of Sacramento's Request for Proposal (RFP) No. P13151171027 (hereinafter, the "Sacramento Contract").

San Diego Municipal Code (SDMC) §22.3208 authorizes the Purchasing Agent, on behalf of the City of San Diego (City), to enter into a cooperative procurement contract with a vendor who has been awarded a contract by another agency without advertisement or a competitive process provided that:

1. The Purchasing Agent certifies in writing that the cooperative agreement contract is in the best interest of the City; and
2. The cooperative procurement is to the City's economic advantage; and
3. The agency's bidding process substantially complies with the City's competitive bidding requirements.

The Sacramento Contract meets the requirements of SDMC §22.3208 as described below.

1. **The Sacramento Contract is in the Best Interests of the City of San Diego**

The Sacramento Contract is in the City's best interests for the following reasons:

- By cooperatively procuring the services of IPS, the City will immediately realize substantial cost savings and improvements in parking meter-related efficiencies. The City's existing meters are well beyond their expected life span. Costs to maintain the existing meters continually increase because the City must invest more time and resources to maintain them and parts are not as readily available because they are based on an older platform.
- The Sacramento Contract allows the City to obtain real-time data collection and to automate revenue reporting. City staff currently collects data manually.
- The City currently has 50 'smart' single-space meters in use in Hillcrest under a pilot agreement with IPS since 2009. During this five-year period, City staff has found IPS' product quality to be exceptional and its service is reliable.

- Cooperative procurement of single-space 'smart' parking meters with the City of Sacramento will provide the City and its customers with the following benefits:
 - Multiple payment options for those parking their cars including the use of credit cards and future mobile payment possibilities
 - User friendly interface
 - Speedy installation due to compatibility with existing housing hardware in use by San Diego
 - Increased efficiency in coin collection. With access to real-time data via the back office system, the City's Meter Operations staff can design more efficient collection routes based on the amount of coin in each meter.
 - Immediate notification of potential issues to the City's Meter Operations staff to minimize downtime if an error occurs.
 - Real-time data including the amount of revenue collected at each meter, the operational status of each meter, and the amount of paid parking time on a particular meter at any given time.
- IPS is a proven local vendor. Having a local vendor is another strong reason in support of IPS' selection, as the City's needs can be expeditiously and effectively addressed since the vendor is in close proximity.

2. The Sacramento Contract is to the City's Economic Advantage

The Sacramento Contract is to the City's economic advantage for the following reasons:

- The City recently conducted its own competitive solicitation for Smart Parking Meter technology ("2013 solicitation"). The 2013 solicitation had three parts, one of which was for the provision of single-space 'smart' parking meters, which is the subject of this request. The City received three bids for single-space 'smart' parking meters, thus providing City staff with current estimates of the cost of providing the City with 'smart' parking meters. The City's Technical Evaluation Committee (TEC) recommended awarding the single-space 'smart' parking meter contract to IPS, as IPS received the highest overall evaluation score from the TEC based on price and other criteria, including meter installation, compatibility with current housing and user interface. For a variety of reasons, and as permitted under the SDMC, the City cancelled the 2013 solicitation.
- City staff compared the pricing offered by IPS and the other vendors during the 2013 solicitation to the pricing in the Sacramento Contract. IPS' pricing in the Sacramento Contract is over 8 percent lower than what IPS offered the City. As a result, the City will realize a net savings of \$40 for each single-space 'smart' parking meter as compared to the pricing initially offered by IPS to the City as part of the 2013 solicitation. As a result of this discount, the City will save up to \$200,000 to \$320,000 for the procurement of single-space 'smart' parking meters as compared to the pricing offered in the 2013 solicitation.
- Given that City staff collectively spent over 600 hours on the City's solicitation, approval of the Sacramento Contract will save the City considerable resources by avoiding the need for a new solicitation.
- Due diligence conducted by staff from both the Purchasing & Contracting Department and the Office of the City Treasurer has concluded that no other contracts have been recently awarded for smart parking meter technology that meets the City's need for the latest technology in single-space meters at a more competitive price.

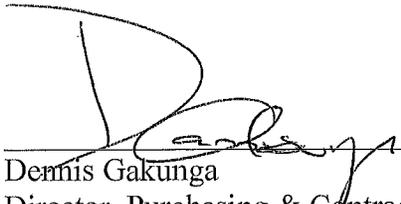
3. **The City of Sacramento's Bidding Process Substantially Complies with the City of San Diego's Process**

SDMC §22.3203(e) requires that solicitations for contracts greater than \$1 million be advertised for a minimum of one (1) day in the City's official newspaper at least ten (10) days prior to the date that the bids or proposals are due.

The City of Sacramento's Municipal Code and procurement policy require public posting for a minimum of ten (10) days, which can be fulfilled by posting on the City's website. The City of Sacramento advertised RFP No. P13151171027 in the City of Sacramento's official newspaper, The Daily Recorder, and on the City of Sacramento's website, on May 30, 2013. The solicitation closed on July 3, 2013 at 4:00 p.m. The timeframe of advertisement and the publication method used substantially comply with SDMC §22.3203(e).

In addition, and consistent with San Diego Charter section 100, the Purchasing Agent confirmed that the City of Sacramento awarded the contract after completing a comprehensive, fair, and objective bidding process which included clearly defined evaluation criteria. The evaluation process was reviewed and evaluated by a nine member evaluation panel.

Based on the foregoing, I certify that the requirements of SDMC §22.3208 are met: (1) the Sacramento Contract is in the City's best interests; (2) the Sacramento Contract is to the City's economic advantage; and (3) the City of Sacramento's bidding process substantially complies with the City's competitive bidding requirements. This request is approved.



Dennis Gakunga
Director, Purchasing & Contracting

2 | 28 | 2014

Date



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: IPS Group Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 5601 Oberlin Drive Suite 100

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: (858) 404-0607 Fax Number: (858) 408-3352

Name of Company CEO: David King

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: for profit Corporation Type of License: Certificate: B2008018687

The Company has appointed: Chad P. Randall

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 5601 Oberlin Drive Suite 100 San Diego, CA 92121

Telephone Number: (858) 404-0607 Fax Number: (858) 408-3352

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of IPS Group Inc.

(Firm Name)

San Diego , CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12 day of May, 2014.

(Authorized Signature)

Chad P Randall, COO

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: IPS Group Inc.

DATE: 12-May, 2014

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
	Management & Financial			1	1	1							10	1	
Professional					2	3						6			
A&E, Science, Computer			1		3	1			1			1	2		
Technical			4	2	2				6			1			
Sales												6	1		
Administrative Support			1									1	3		
Services															
Crafts															
Operative Workers			3		1	1			16	5					
Transportation															
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			10	3	9	5			23	5	25	7		
--------------------	--	--	----	---	---	---	--	--	----	---	----	---	--	--

Grand Total All Employees 87

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: IPS Group Inc.

DATE: 12-May, 2014

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	NOT APPLICABLE													
Grand Total All Employees	[]													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

May 12, 2014

SUBJECT: Cooperative Procurement Contract through the City of Sacramento with IPS for the Purchase of New Single-Space 'Smart' Parking Meters

GENERAL CONTRACT INFORMATION

Recommended Contractor: IPS Group, Inc. (Not Certified)

Amount of this Action: \$3,857,989.00 (One-Time Cost)

Cumulative Amount: \$8,171,007.00

Funding Source: City of San Diego

Goal: 20% Voluntary SLBE/ELBE

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action; however, subsequent actions must adhere to funding agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

IPS Group, Inc. submitted a Work Force Report for their San Diego County employees dated May 1, 2014, indicating 87 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Female in Management and Financial
Hispanic and Female in Professional
Female in Technical
Hispanic and Female in Sales
Black, Hispanic, Asian, and Female in Operative Works

EOC Staff is concerned about the under representations in the contractor's workforce and therefore, has requested IPS Group, Inc. to submit an Equal Employment Opportunity Plan which describes equal employment policies and practices by May 19, 2014. Staff will continue to monitor the firm's effort to implement their plans.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action is to enter into a cooperative procurement contract through the City of Sacramento with IPS for the purchase of new single-space 'smart' parking meters and associated ongoing operational and maintenance expenses. The five (5) year agreement has a not-to-exceed amount of \$8,171,007 of which \$4,313,018 will be covered by meter revenue throughout the five-year period.

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