



Notice Requesting Proposals for a Parking Pay Station Solution

The City of San Luis Obispo is requesting sealed proposals for procurement of a parking pay station solution.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before **[DATE]** when they will be opened electronically via BidSync on the proposal end date and time.

The preferred method for bid submission is electronic via BidSync. However, if you wish to submit a paper copy, please submit it in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact **Donna King, Parking Program Manager** at dking@slocity.org or **(805) 781-7234** with any questions.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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A. INTRODUCTION

This Request for Proposals (RFP) is for the procurement of a parking pay station solution to be implemented throughout the City with an emphasis on the customer service experience providing ease of use and convenience to a motorist. The selected Contractor will provide the full range of services including parking pay station equipment, a web-based pay station maintenance system, warranty and customer service support, training, reporting and maintenance tracking, and integrations with existing and future parking technology vendors.

B. SCOPE OF WORK

1. Contractor Minimum Requirements

The following is a list of minimum requirements for a Contractor:

- 1.1 Contractor shall have a minimum of three active and currently contracted customers located in the State of California with a minimum of 15 pay station per installation.
- 1.2 Contractor shall have a minimum of ten active clients located in the United States of America with a minimum of 50 pay stations.
- 1.3 Contractor shall have legally operated in the United States of America for a minimum of five years.
- 1.4 Contractor's proposal and pricing will be valid for at least 180 days from submittal.

2. Pay Station Requirements

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

- 2.1 Pay stations must be able to store at least 10 different rate structures configurable by time of day, length of stay, and day of the week. The technology must allow for simultaneous rate structures to be deployed to different pay stations including static/fixed rates and fixed and escalating hourly rates.
- 2.2 Pay station shall accommodate a pre-payment option (payments made in advance of operating hours).
- 2.3 Pay station technology must be simple to understand and easy to use.
- 2.4 Motorist shall be able to complete a transaction in as few steps/screens as possible.
- 2.5 All technology included in the solution must be reliable, easy to maintain, and secure.
- 2.6 Pay station shall include a large screen to display relevant policy and parking information, rather than using signs or decals posted on the hardware. A touch screen is preferred by the City as the main interface for the motorist. Pay station shall be able to electronically display the following to the motorist with minimal effort:
 - 2.6.1 Rate Options
 - 2.6.2 Days and hours of operation
 - 2.6.3 Motorist instructions
- 2.7 Contractor must offer strong customer support 7 days a week.
- 2.8 All technology, equipment, and systems shall be ADA-compliant to the latest state and federal standards at the time of proposal submission, including all related specifications from Public Right-of-Way Accessibility Guidelines adopted on July 3, 2024.

- 2.9 All materials and components of the pay station shall be new (the most current model or version), unused, and not refurbished. The Contractor may submit the option for use of refurbished (like new) parts, in which case, the Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.
- 2.10 Pay station shall have a modular design. Components shall be able to be quickly changed in the field and, to the extent possible, interchangeable between pay stations.
- 2.11 All Pay station electronic components, connections and wiring shall be fully weatherproofed and capable of outdoor use.
- 2.12 Pay station shall be weather, rust, and graffiti resistant and shall be made of stainless steel or an equivalent material.
- 2.13 Pay station shall have additional lighting or illumination for after dark usage and limit the effects of sun glare.
- 2.14 Pay station shall wirelessly communicate usage, payment status, pay station access and maintenance alert data in real-time through a vendor provided cellular plan.
- 2.15 Pay station shall be managed by a web-based parking management system or pay station management system (PSMS).
- 2.16 Pay station and PSMS shall include easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of pay stations.
- 2.17 Pay station and all components shall be warranted to operate as proposed within a temperature range of negative 15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

3. Wireless Two-Way Communications

The following is a list of requirements for Wireless Two-Way Communications:

- 3.1 Pay station shall be equipped with a modem, antenna, and the required software to support wireless communications.
- 3.2 The wireless service will be supplied by the Contractor who shall be responsible for maintaining and updating the service to ensure system uptime more than 99% during parking hours of operation.
- 3.3 The wireless communication service and related modem (or other equipment) shall be viable for at least six years from the date of the equipment's delivery.
 - 3.3.1 After six years, if at no fault of the Contractor, the cellular carrier cancels the available service, Contractor will provide written notification to the City at least one year in advance of the cancellation and provide support to the City for upgrading the pay station at the lowest possible cost with a service that will be viable for at least six additional years.
 - 3.3.2 If the communication service is cancelled prior to six years from equipment delivery, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.
 - 3.3.3 If at any time during the agreement communication service cancellation or degradation is determined to be the fault of the Contractor, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.
- 3.4 Pay station shall have the ability to select from different cellular carriers that may be best for different locations.

- 3.5 Contractor will identify the likely cellular carrier(s) to be used for service and the process of determining reliability of signal coverage.
- 3.6 Contractor will provide options for connectivity besides cellular data; e.g., hardwired, fiber, Wi-Fi, etc.
- 3.7 Pay station transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries.
- 3.8 In the case of communication outages (offline), the pay station shall be capable of storing transactions (as allowed by EMV standards), events and alarms for at least seven days, until communication is restored, at which point the data shall be transmitted to the back-office system.

4. Pay Station Display

The following is a list of requirements for the Pay Station Display:

- 4.1 Pay station shall include a touch screen display.
- 4.2 Display shall be easy to read under various daytime and nighttime lighting conditions, including fog, direct sunlight, and at various angles.
- 4.3 Display shall be backlit and will be large enough to legibly display all necessary operating status messages to users and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent, as applicable) configuration and not cause excessive battery drain.
- 4.4 Display shall be scratch and impact resistant.
- 4.5 Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.
- 4.6 Display shall allow for the option to inform motorist of expiration of their paid parking session.
- 4.7 Motorists shall be able to select their rate option prior to submitting payment for the pay station to translate the amount due and inform the motorist of the payment value.
- 4.8 Display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the PSMS and communicate wirelessly to the pay station at least once per day. The City shall have the ability to change or adjust the graphic display independent of Contractor support and there shall be no additional costs for these types of adjustments.
- 4.9 Display shall have the ability to display special messaging.
- 4.10 Display shall clearly communicate instructions and error messages to the motorist. Where possible, alphanumeric and graphical representation is preferred. At a minimum, the display shall be capable of providing the following information:
 - 4.10.1 Rates
 - 4.10.2 Days and hours of pay station operation
 - 4.10.3 Related parking regulations
 - 4.10.4 Card Read Error - Communicating if a motorist's card was not appropriately read by the pay station.
 - 4.10.5 Coin Payment Unavailable - Communicating that coin payment is unavailable as a payment method.
 - 4.10.6 Bill Payment Unavailable - If applicable, communicating that bill payment is unavailable as a payment method.
 - 4.10.7 Card Payment Unavailable - Communicating that bank card payment is unavailable as a payment method.

- 4.10.8 Card Payment Declined - Communicating that the provided bank card was declined and to use another payment method.
- 4.10.9 Out of Order - Communicating that the pay station is fully out of order.
- 4.10.10 Receipt Unavailable - If applicable, communicating that a printed receipt is unavailable.
- 4.10.11 Customizable messages as dictated by the City on one or more screens.
- 4.10.12 Customizable messages notifying the motorist of other payment options (example text-to-pay or mobile payment) on one or more screens.

5. Pay Station User Interface

The following is a list of requirements for the Pay Station User Interface:

- 5.1 Any pay station buttons, touch screens or physical touch points must be vandal resistant, weatherproof, and corrosion resistant.
- 5.2 Any pay station buttons shall include a lighting feature so that a motorist can easily find the button in low light scenarios.
- 5.3 Any pay station buttons, touch screens or physical touch points shall be easily maintained and replaced as needed.

6. Payments

The following is a list of requirements regarding payments at the Pay Station:

- 6.1 Pay station must allow payment through multiple channels, including coin, cash, and bank card. Near Field Communication (NFC) payment (including contactless bank cards, Apple Pay and Google Pay) shall be supported. The City shall have the option to order any number of pay stations in any payment configuration.
- 6.2 Pay station shall accept monies through a jam-resistant coin, bill and bank card interface.
- 6.3 Pay station shall accept all \$0.05, \$0.10, \$0.25 and \$1 coins in active circulation.
- 6.4 If applicable, pay station shall accept all \$1, \$5, \$10, and \$20 bills in active circulation.
- 6.5 Monies must be deposited directly into, and stored in, secured containers in the pay station's vault area.
- 6.6 Monies must be easy to collect, being able to be completed in two minutes or less.
- 6.7 All collection activities should include events reported to the PSMS.
- 6.8 Pay station collection receipt printing shall be optional, allowing for removal of specific revenue information from the printed receipt or on-screen details.
- 6.9 Maintenance personnel must be able to easily clear coin or bills jams without special tools and accessing the coin or bill vault.
- 6.10 Pay station must allow the motorist to pay for a parking transaction at any pay station within a City defined zone.
- 6.11 Pay station will have the ability to allow the addition of time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking location.
- 6.12 Pay stations shall be programmed to accept extended payment within applicable City policy requirements.
- 6.13 Pay Station shall allow for multiple motorist payment receipt options, including, but not limited to, print options, receipt by text, or no receipt.

- 6.14 Contractor, the pay station, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)) as applicable.
- 6.15 Pay station bank acceptance system will be compliant with EMV payments.
- 6.16 Contractor will provide a payment gateway for processing of bank cards which is capable of processing Visa, Mastercard, American Express and Discover.
- 6.17 Contractor will integrate the City's current merchant processor, Chase.

7. Clock

The following is a list of requirements for the Pay Station Clock:

- 7.1 Pay station must have a 365-day calendar real-time clock that completes a time-sync with the server at least once every 24 hours.
- 7.2 Pay station will either retain the time settings during battery replacements or servicing or will accurately reset the time settings without losing prior programming within one minute of restart.
- 7.3 Pay station clock shall be programmable at least one year in advance for automatic daylight savings time changes and shall support any State/Federal changes to Daylight Savings Time.
- 7.4 Pay station clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).
- 7.5 Time of day and date shall be available to be viewed in the maintenance screens.

8. Pay Station Power

The following is a list of requirements for the powering of the Pay Station:

- 8.1 Pay stations must have the capacity for power by a rechargeable (or equivalent) battery.
- 8.2 Pay station must include solar recharging capability.
- 8.3 Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 2 minutes and without the use of any specialized tools.
- 8.4 Batteries shall be able to be recharged outside of the pay station.
- 8.5 For environmental reasons, Nickel-Cadmium batteries shall not be used to power the pay stations.
- 8.6 When battery voltage falls below a minimum threshold, the pay station will generate an alert prior to the pay station going out of service.
- 8.7 Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.
- 8.8 Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the PSMS.
- 8.9 All locally stored pay station data will be retained during battery replacement and battery failures for at least seven days.
- 8.10 Contractor shall guarantee a life of at least five years for a battery under normal use. Contractor shall provide training on proper battery care and maintenance to maximize the life of a battery.
- 8.11 Upon end of life of a battery, after 5 years, Contractor shall support the City in the replacement of the battery.

9. Pay Station Security

The following is a list of requirements for the Pay Station Security:

- 9.1 Pay stations shall have high security locks for all housing and cabinet doors.
- 9.2 Cash vault areas of the pay station shall not be accessible from the maintenance compartment and access shall require separate keys.
- 9.3 Vault area will be resistant to vandalism, theft, and other attacks to remove or disable the vault.
- 9.4 Exterior locks shall be internally or flush mounted to reduce visibility to the public.
- 9.5 Exterior locks shall be weather resistant to prevent rust and access of liquid inside the pay station.
- 9.6 Exterior locks shall be uniquely keyed for the City, whereas no other client will have the same combination.
- 9.7 Pay stations shall be resistant to vandalism, theft and other attacks.

10. Maintenance

The following is a list of requirements for the Pay Station Maintenance:

- 10.1 Pay station shall be able to be fully maintained by City staff or its designee.
- 10.2 The following major components shall be able to be replaced by a trained technician within 10 minutes of arrival at the pay station:
 - 10.2.1 Coin acceptor
 - 10.2.2 Bill acceptor (if applicable)
 - 10.2.3 Bank card reader
 - 10.2.4 Main board (CPU)
 - 10.2.5 Printer
 - 10.2.6 Battery
- 10.3 Any other pay station component shall be replaceable by a training technician within a reasonable time.
- 10.4 Any special tools required for maintenance that are not easily available at a standard hardware store will be provided by the Contractor.
- 10.5 Pay station display shall include a maintenance menu, accessible only by credentials available to a maintenance technician.
- 10.6 Pay station maintenance menu shall include the following capabilities:
 - 10.6.1 View status of the pay station
 - 10.6.2 View current events, alerts and/or alarm
 - 10.6.3 View current battery voltage
 - 10.6.4 Test all available components
 - 10.6.5 Print test receipt, if applicable
 - 10.6.6 Test communication to the PSMS

11. Pay Station Management System

The following is a list of requirements for the Pay Station Management System:

- 11.1 The Proposer shall provide and maintain a Pay Station Management System (PSMS) for the term of the contract.

- 11.2 PSMS shall be hosted by the Contractor, or their subcontractor. Contractor shall maintain full responsibility, contractually or otherwise, for any third-party systems or hosting provided as part of this Proposal.
- 11.3 PSMS must provide secure, web-based back-office system including modules for the following
 - 11.3.1 Real time status of all pay stations
 - 11.3.2 Real time and historical events, alert, alarm, and outage data
 - 11.3.3 Real time and historical payment transaction data including search and look up capabilities
 - 11.3.4 Pay station management features including rate policies, display updates and more
 - 11.3.5 Detailed collection reporting to allow for accurate reconciliation of collected cash
 - 11.3.6 Detail bank card processing report to allow for accurate reconciliation of bank card transactions
 - 11.3.7 Standard and customized reporting capabilities including the ability to create custom templates for future use.
- 11.4 PSMS shall allow the City to track events, alerts and alerts from initiation at the pay station to the closing of such items once repaired in the field.
- 11.5 PSMS shall provide the ability to identify pay stations by descriptions, address, and zones. Mapping functionality is a desirable feature.
- 11.6 PSMS shall easily indicate pay station status and send configuration events, alerts and alarms to designated personnel via email and text.
- 11.7 PSMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
- 11.8 PSMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
- 11.9 PSMS and pay station shall include the ability to program and display different rate schedules by time of day, length of stay, and day of the week, including dynamic and progressive rate structures for peak occupancy periods.
- 11.10 Contractor rate schedules shall be integrated or replicated with other City parking payment systems, such as mobile payment, if applicable, to ensure consistent and accurate rate schedules.
- 11.11 City staff shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.
- 11.12 PSMS shall include a customizable dashboard that allows the City to display relevant analytics associated with the paid parking program including occupancy data, revenue, and equipment performance.
- 11.13 Contract shall offer the ability to integrate data from third-party systems into the PSMS allowing for a centralized reporting system and inclusion of the data in the dashboard display. Integrations will include, at a minimum, other paid parking technologies for both on and off-street operations.
- 11.14 PSMS shall allow for reports to be exported as Excel, CSVs and/or PDF files.
- 11.15 PSMS shall schedule any batch style reporting to occur on demand or by 5am daily, if applicable.

12. Warrant and Contract Support

The following is a list of requirements for the Pay Station Solution Warranty and Support:

- 12.1 Contractor shall include a minimum of a one-year hardware warranty.
- 12.2 Contractor shall provide a warranty on all software and system solutions for the contract term.
- 12.3 Hardware warranty shall be effective on the same day for all pay stations included in the initial order, becoming effective on the last day of installation of the pay station implementation or 90 days from delivery of all pay stations, whichever comes first.
- 12.4 For any subsequent orders, the hardware warranty shall be effective on the date of delivery.
- 12.5 Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Pacific Time Zone, seven days per week (excluding holidays).
- 12.6 Contractor's Help Desk and related staff shall be located in the United States of America.
- 12.7 Contractor shall provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the entire system.
- 12.8 Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated on a regular basis.
- 12.9 Contractor shall utilize a ticket tracking system to open, track and close support requests from the City.
- 12.10 The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- 12.11 Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades.
- 12.12 Requests for Quotations for parts, equipment or service from the City must be fulfilled within three business days.
- 12.13 Return Merchandise Authorization (RMA) requests from the City must be addressed within three calendar days. Upon return of equipment to the Contractor, the RMA must be processed and return equipment shipped within 14 days and/or a status update as to the expected time of arrival (ETA).
- 12.14 Shipment of the RMA to the Contractor will be at the cost of the City. Shipment of the return equipment will be at the cost of the Contractor.
- 12.15 RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within regular business hours.

13. Project Management

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

- 13.1 Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery and installation portion of the contract who will be responsible for, including but not limited to:
 - 13.1.1 Project oversight and delivery of the system.
 - 13.1.2 Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation.
 - 13.1.3 Coordinating efforts with the City and any subcontractors.

- 13.1.4 Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues.
- 13.1.5 Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.
- 13.2 Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.
- 13.3 Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.
- 13.4 Contractor shall test all hardware, software and systems prior to delivery to the City.
- 13.5 Contractor shall develop a training plan for review and approval by the City.

14. Training

The following is a list of requirements for Training:

- 14.1 Contractor shall provide a training plan that includes, but is not limited to, installation, troubleshooting, repairs, preventative maintenance, revenue reconciliation, and reporting. The training plan shall include:
 - 14.1.1 Types of training course with a target audience
 - 14.1.2 Description of course
 - 14.1.3 Length of course
 - 14.1.4 Method of training (video conference, in person, etc.)
 - 14.1.5 Prerequisites for the training course
- 14.2 Contractor training must include, at a minimum, the following City personnel: operations, maintenance, customer support, administration, and finance.
- 14.3 Training will occur in person or via video conference as is most appropriate for the topic. At a minimum, Contractor will provide at least two days of onsite/in person training for operations and maintenance.
- 14.4 Training will be provided by qualified experts from the Contractor.
- 14.5 The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.
- 14.6 The City may request additional training sessions in person. The Contractor will provide a quote for services within one week, and perform that training within four weeks, of the City's request.
- 14.7 Contractor will provide necessary training to the City for any new, upgraded or additional functionality provided during the term of the contract.
- 14.8 Contractor shall supply, and keep current, digital copies of all operating, training, maintenance, repair and user's manuals, which include detailed instructions for pay station and system usage.

15. Integrations

The following is a list of requirements for Pay Station Solution Integration:

- 15.1 Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management Contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment.

- 15.2 The current required integrations include:
 - 15.2.1 Enforcement - TBD
 - 15.2.2 LPR - Genetec/Route 1
 - 15.2.3 Mobile payment - TBD
- 15.3 Contractor shall be able to work with outside Contractors to perform data migration, if required by the City.
- 15.4 Contractor will review and comply with the additional data, system and security requirement in Attachment A.

16. Installation

The following is a list of requirements for installation of the Pay Station:

- 16.1 Contractor will be responsible for pay station installation at specific locations identified by the City. The Contractor's price will include all costs associated with the activity.
- 16.2 The City will be responsible for a storage location within the City limits for pay station delivery and provide reasonable access to the facility Monday through Friday during business hours.
- 16.3 The City will be responsible for removing an existing pay station or meter infrastructure prior the installation by the Contractor.
- 16.4 Contractor will provide one in-person, onsite walk-through where the Contractor's Project Manager and a City representative will review each installation site. The Contractor will issue a report listing the details (address, GPS coordinates, etc.) and status of each location with two weeks of the site visit for City review and approval.
- 16.5 Contractor will provide all personnel, tools, equipment, unpacking, assembly, programming, or otherwise as required for installation.
- 16.6 Contractor will provide pay station transportation between the storage facility and the installation locations.
- 16.7 The City will be responsible for preparing each site for installation prior to Contractor kicking off installation, including any concrete remediation.
- 16.8 The Contractor will provide no less than two technicians working together to complete the installations at a rate of no less than 5 to 10 pay stations per day.
- 16.9 Upon completion, Contractor staff will thoroughly test each pay station and provide documentation of the successful installation and confirmation that each pay station is operating to specification. Review and confirmation of each report by the City will result in acceptance of said pay station.

17. Other Services (Optional)

The Contractors should consider the following requirements and address them in their proposal as desired:

- 17.1 With the implementation of new paid parking technology public awareness and education is important to any successful parking management program. Contractor shall describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Contractor shall provide examples of prior successful implementations, including sample images, emphasizing similar installations and education introducing pay by plate pay stations and new paid parking policies.

17.2 The City may consider an option for a merchant validation program to enhance the motorist experience. Contractor shall describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.

17.3 The City is interested in innovation and value-added services. Contractors should describe any enhanced services and features that are available to the City currently or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
TBD	<ul style="list-style-type: none"> Proposals Due
TBD	<ul style="list-style-type: none"> Vendor Selected
TBD	<ul style="list-style-type: none"> Contract Commences
TBD	<ul style="list-style-type: none"> Installation

D. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.

2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronically in BidSync., please email a copy to the contacts listed in the RFP package, if you can't email it, please send a copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.

3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Exhibit C to the Agreement (Exhibit A to the RFP)

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. The City's contract terms and conditions that Contractor will be expected to execute and be bound by are attached hereto as Exhibit A.

E. SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** The contract will be awarded to the most qualified bidder that, in the City's sole discretion in accordance with the Proposal Evaluation and Selection criteria set forth herein (if applicable), provides the best proposal.
2. **Sales Tax Reimbursement.**
For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the most qualified lowest cost bidder.
3. **Labor Actions.**
In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the most qualified, responsive proposer and to accept the next acceptable proposal from a proposer that is not experiencing a labor action, and to declare it to be the most qualified, responsive proposer.
4. **Failure to Accept Contract.**
The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The supplies or services identified in this specification will be used by the City for five years. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.**
The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of eight years.
7. **Supplemental Purchases**

Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.

8. **Contractor Invoices.**

The Contractor may deliver either a monthly invoice to the City with attached copies of detail invoices as supporting detail, or in one lump-sum upon completion.

9 **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.

10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.

11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.

12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.

13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.

14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.

15. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

16. **Liquidated Damages**

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

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

- a. PSMS or Bank Card Processing Failure: Any failure of the PSMS or bank card processing solution provided by the Contractor that prevents the processing of bank cards and the collection of related revenue shall result in damages of \$500 per 24-hour period. City shall provide Contractor with 12-hour notice to respond and repair the failure prior to being entitled to this liquidated damage.
- b. Systemic Hardware Issue: Any hardware failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies shall result in damages of \$25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have 10 calendar days to correct the hardware failure, up to and including specific component replacement, prior to the City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.
- c. Systemic Software Issue: Any software failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies or charge motorists the correct amount shall result in damages of \$25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have one business day (24 hours) to correct the failure prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.
- d. PCI Data Security Failure: Failure of Contractor to maintain Payment Card Industry (PCI) Data Security Standard Certification, shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance (first assessment). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar day thereafter shall constitute a subsequent assessment. On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- e. Cash Reconciliation Accuracy: Any failure of the Contractor's solution that results in a 3% or greater variation between the actual collected funds versus the pay station/PSMS reported funds shall result in damages of \$25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have seven business days to correct the failure, if determined that Contractor is at fault, prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in identifying and correcting the failure.
- f. RMA Fulfillment: Any failure to process and ship an RMA or provide notification to the City with reasonable explanation for delay, within 14 days of the receipt of the shipment from the City shall result in damages of \$100 per day until the return RMA shipment is received by the

City. The first occurrence of this failure will result in a written warning by the City with no damages applied. Any subsequent failures will incur this liquated damage without notice being required by the City.

D. PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services in the United States of America.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants, with their corollary experience highlighted and specific roles in this project clearly described.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.
- h. List of three active customers located in the State of California listing the client, services provided, and quantity of hardware (minimum 15).
- i. Describe contractor's experience and methodology regarding integrations with parking and mobility related third parties.

Work Program

- j. Description of your approach to completing the work listed in the scope of work.
- k. Detailed schedule by task and sub-task for completing the work.
- l. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- m. Detailed budget by task and sub-task for completing the work.
- n. Services or data to be provided by the City.
- o. Services and deliverables provided by the Consultant(s).
- p. Any other information that would assist us in making this contract award decision.
- q. Description of assumptions critical to development of the response which may impact cost or scope.
- r. Technical Compliance Matrix (TCM) (Attachment B)
- s. Pricing Workbook (Attachment C)

Requested Changes to Terms and Conditions

- t. ***The City desires to begin work soon after selecting the preferred Contractor and expects the Contractor to execute the City's contract and all the terms therein, as set forth in Exhibit A.*** To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary. Please be advised that Contractor's requested changes to the City's terms and conditions will be considered by City staff when scoring and determining the competency and responsibility of the proposer.

Proposal Length

- u. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.
 - v. Proposals should not exceed 30 pages, including attachments and supplemental materials. City required forms, pricing forms and the Technical Compliance Matrix will be considered outside this maximum.
2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated on the following criteria:
- a. Understanding of the work required by the City.
 - b. Quality, clarity and responsiveness of the proposal.
 - c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
 - d. Recent team experience in successfully performing similar services.
 - e. Creativity of the proposed approach in completing the work.
 - f. Value
 - g. Writing skills.
 - h. References.
 - i. Background and experience of the specific individuals managing and assigned to this project.
 - j. Information about how your company mitigates the environmental impact of its services, such as greenhouse gas emissions, amount of waste generated, water and energy use, or other areas related to your products and services.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. Proposal Review and Award Schedule. The following is an outline of the anticipated schedule for proposal review and contract award:

- a. Issue RFP [date]
- b. Receive proposals [date]
- c. Complete proposal evaluations [date]
- d. Conduct finalist interviews and finalize recommendation [date]

- e. Execute contract [date]
- f. Start work [date]

4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
6. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
7. **Required Deliverable Products.** The Contractor will be required to provide:
 - a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
 - c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

8. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
9. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Contractor at up to [number] public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff

as necessary in performing work-scope tasks.

10. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION I: PROPOSAL SUBMITTAL FORM - SAMPLE

The undersigned declares that she or he:

- Has carefully examined [_____], which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.

q Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
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REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

**CITY OF SAN LUIS OBISPO
PROFESSIONAL SERVICES AGREEMENT**

This agreement (Agreement) is made and entered into in the City of San Luis Obispo on [DATE], by and between the City of San Luis Obispo, a municipal corporation and charter city (City) and [FILL] hereinafter referred to as Contractor (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on [date], City requested proposals for Parking Pay Stations (the “Project”); and

WHEREAS, the City wants to procure a parking pay station solution to be implemented throughout the City with an emphasis on the customer service experience providing ease of use and convenience to a motorist. (the “Services”); and

WHEREAS, Contractor is qualified to perform this type of Services and has submitted a written proposal to do so, which has been accepted by City; and

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be five (5) years from the date this Agreement is made and entered, as first written above. Unless notice of termination is made in writing by either party to the other no less than sixty (60) days prior to the end of contract term, this Agreement shall automatically renew for additional one (1) year terms for a maximum of ten (10) years from the date of this Agreement.
2. **INCORPORATION BY REFERENCE.** Notice Requesting Proposals for a Parking Pay Station Solution and Contractor's proposal dated [date] are hereby incorporated in and made a part of this Agreement, attached as Exhibit A. The City's insurance requirements are hereby incorporated in and made part of this Agreement, attached as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions as stated herein, the City's terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both Parties.
3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, and upon receipt of an invoice, City will pay and Contractor shall receive compensation as set forth in Consultant's proposal and pursuant to the Payment Terms set forth in Exhibit B.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement including that work as set forth in Exhibit A.
5. **PAYMENT OF TAXES.** The contract prices shall include full compensation for all taxes that Contractor is required to pay.
6. **LICENSES AND PERMITS.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary under this Agreement.
7. **COMPLIANCE WITH LAW.** The Contractor shall keep itself informed of and shall observe and comply with all applicable State and Federal laws and regulations, and county and City of San Luis Obispo ordinances, regulations and adopted codes, which in any manner affect those employed by Contractor or in any way affect the performance of the Services pursuant to this Agreement. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
8. **COMPLIANCE WITH INDUSTRY STANDARD.** Contractor shall provide services acceptable to City in strict conformance with the Agreement. Contractor shall also provide in accordance with the standards customarily called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Where approval by the City, the City Manager, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.
9. **INDEPENDENT CONTRACTOR.**
 - a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
 - b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
 - c. Contractor/Contractor's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's

preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement."

10. **PRESERVATION OF CITY PROPERTY.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from Contractor's operations, it shall be replaced or restored at Contractor's expense. The City's facilities shall be replaced or restored to a condition as good as when the Contractor began the work.
11. **IMMIGRATION ACT OF 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the Services that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Services hereunder.
12. **NON-DISCRIMINATION.** In the performance of the Services, the Contractor agrees that it will not engage in, nor permit such sub-Contractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
13. **WORK SCHEDULED/TIME OF COMPLETION.**

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages for each and every day such performance is late or delayed. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.
14. **PAYMENT TERMS.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30). Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Final June invoices shall be received no later than the 5th business day of July to meet City fiscal year-end deadlines. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set

forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice, therefore.

15. **INSPECTION.** City shall at all times have the right to inspect the work being done under this Agreement and Contractor shall furnish City with every reasonable opportunity and assistance required for City to ascertain that the Services of the Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations under the Agreement.

16. **RELEASE OF INFORMATION.**

- a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- b. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is averse to Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **OWNERSHIP OF DOCUMENTS.**

- a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of the Services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services under this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

18. INDEMNIFICATION AND DEFENSE. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations conducted by Contractor, including the City's passive negligence, except for such loss or damage arising from the sole or active negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees the ir costs of defense, including reasonable legal fees, incurred in defense of such claims. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives the completion of the services or the termination of this contract. The provisions of this section are not limited by and do not affect the provisions of this contract relating to insurance. Consultant's indemnification obligations under this section extend to any claims arising out of or related to the negligence, recklessness, or willful misconduct of any sub-consultants/ subcontractors.

19. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

- a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the

Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 14.

20. **TERMINATION FOR CAUSE.** If, during the term of the Agreement, the City determines the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a ten (10) calendar day notice of time thereafter in which to perform said work or cure the deficiency.
- a. If the Contractor has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such shall constitute a breach of the Agreement and the City may terminate the Agreement immediately by written notice to the Contractor to said effect (“Notice of Termination”). Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the Agreement except to comply with the obligations upon termination.
 - b. In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City’s Notice of Termination, minus any offset from such payment representing the City’s damages from such breach. “Reasonable value” includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work or services performed or provided by the Contractor shall be based solely on the City’s assessment of the value of the work-in-progress in completing the overall scope.
 - c. The City reserves the right to delay such payment until completion or confirmed abandonment of the project, as may be determined in the City’s sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the not to exceed amount shown in this Agreement.
21. **INSURANCE.** Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and made part of this Agreement.
22. **BUSINESS LICENSE & TAX.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City’s business tax program may be obtained by calling (805) 781-7134.
23. **SAFETY PROVISIONS.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
24. **PUBLIC AND EMPLOYEE SAFETY.** Whenever the Contractor operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

25. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
26. **ASSIGNMENT.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
27. **AMENDMENT.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the appropriate review authority according to the City's Financial Management Manual. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized by the City in advance and in writing.
28. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the Parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding upon the Parties hereto. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
29. **NOTICE.** All notices to the Parties hereto under this Agreement shall be in writing and shall be sent either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) United States Mail, certified, postage prepaid, return receipt requested. All such notices shall be delivered to the addressee or addressed as set forth below:

To City: Mobility Services
City of San Luis Obispo
1260 Chorro St, Ste B
San Luis Obispo, CA 93401
Attention: Donna King

To Contractor: **Name**
Mailing Address

30. **GOVERNING LAW.** Any action arising out of this Agreement shall be brought in the Superior Court of San Luis Obispo County, California, regardless of where else venue may lie. The

validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

31. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

CITY	CONTRACTOR
<p>_____</p> <p>By: [Name] Its: [Title of City Manager or Department Head]</p>	<p>_____</p> <p>By: [Name] Its: [Title]</p>
APPROVED AS TO FORM:	
<p>_____</p> <p>By: J. Christine Dietrick, City Attorney</p>	

EXHIBIT A

Page intentionally left blank pending attachment of RFP and contractor's proposal

EXHIBIT B: INSURANCE REQUIREMENTS

Insurance Requirements – Standard Professional Services

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The 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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

1. Overview

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

2. System and Security Requirements

- 2.1 Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.
- 2.2 Computers that access the System shall not require special software packages or client software to access the System. Any computer shall be able to access the System through a standard web browser without plug-ins or other components.
- 2.3 Contractor shall be responsible for taking every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable.
- 2.4 Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.
- 2.5 Contractor shall have security features that are designed to maintain the security of all information contained in the System database and maintain the confidentiality of information. Contractor's security for the System and all connections thereto shall conform to current industry best practices.
- 2.6 Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, Contractor shall be permitted to use such information to enable the services provided to City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data in a secure manner with City appointed parties.
- 2.7 All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.
- 2.8 Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.
- 2.9 The System shall provide full system backup and recovery capabilities. Contractor shall be responsible for the maintenance of the database which will include back-up and recovery procedures. Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.

- 2.10 System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as whole, including any subsystems critical to solution operation.
- 2.11 Uptime will be excluding scheduled maintenance. Contractor will notify City of any schedule downtime at least 7 days in advance. Scheduled maintenance shall be coordinated to have the least impact on City operations.

3. PCI Compliance

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

4. Data Requirements

- 4.1 The City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct or derived, calculated, or modeled.
- 4.2 Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five years after its termination.
- 4.3 Contractor shall deliver copies of all System data upon request of City, or its designee, and upon the termination of the Agreement in a format mutually agreed upon by both parties.
- 4.4 Contractor shall be responsible for providing transaction data in a format that is readable by City using commonly available commercial off-the-shelf software.
- 4.5 At termination of the contract, for any reason, resulting from this RFP, if the successor contract is awarded to another firm, Contractor must develop and implement a Data Conversion Plan between Contractor and the City or its designee.

5. Integration Requirements

Some required integrations are fully defined in solution specific sections of this RFP. This section includes additional or complimentary requirements. It is assumed and required by the City that the Contractor's solution, which may include one or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.

- 5.1 Contractor shall utilize open-source API's that allows for current and future integration with third parties.
- 5.2 Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management Contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.

- 5.3 The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. Latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as the moment a data request is made or data is sent to the moment the data is delivered and is viewable to any end user.
- 5.4 Should latency be observed in excess of 90 seconds, Contractor will work with the City to measure the latency, identify the point of default, and correct the default.
- 5.5 Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in amendment to the resulting contract from this RFP.
- 5.6 Batch data transfer may be considered for certain integrations, at the sole discretion of the City.
- 5.7 Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. In the event that data formats between City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.
- 5.8 Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot and complete necessary integration as defined by the City.
- 5.9 In the event that two or more Contractors cannot agree on the methodology used for any integration, the City will select the methodology most advantageous for the City.

6. Standard Integrations

The following is a list of standard integrations.

- 6.1 Parking Meter or Pay Station Systems shall integrate with:
 - 6.1.1 Citation Issuance, Processing and Enforcement System
 - 6.1.2 Licenses Place Recognition System (LPR)
 - 6.1.3 Mobile or Text to Pay Payment System
- 6.2 Mobile or Text to Pay Payment System shall integrate with:
 - 6.2.1 Citation Issuance, Processing and Enforcement System
 - 6.2.2 Licenses Place Recognition System (LPR)
 - 6.2.3 Parking Meter or Pay Station System
 - 6.2.4 Parking Access Revenue Control System
- 6.3 Parking Access Revenue Control System
 - 6.3.1 Citation Issuance, Processing and Enforcement System
 - 6.3.2 Licenses Place Recognition System (LPR)
 - 6.3.3 Parking Meter or Pay Station System
 - 6.3.4 Mobile or Text to Pay Payment System
 - 6.3.5 Permit Management System
- 6.4 Citation Issuance, Processing and Enforcement Systems shall integrate with:
 - 6.4.1 Parking Meter or Pay Station System
 - 6.4.2 Parking Access Revenue Control System

- 6.4.3 Licenses Plate Recognition System
- 6.4.4 Mobile or Text to Pay Payment System
- 6.4.5 Permit Management System
- 6.4.6 Department of Motor Vehicles for the City s state
- 6.4.7 Out of State motor vehicle registries
- 6.4.8 Department of Justice or Police Depart for the City s state (for wanted vehicle hotlists)
- 6.4.9 California Franchise Tax Board (CA only)
- 6.4.10 Delinquent collections agency (if applicable)
- 6.5 Permit Management Systems shall integrate with:
 - 6.5.1 Parking Access Revenue Control System
 - 6.5.2 Citation Issuance, Processing and Enforcement System
 - 6.5.3 Licenses Plate Recognition System
 - 6.5.4 Any local databases necessary for permit processing
- 6.6 Licenses Plate Recognition System shall integrate with:
 - 6.6.1 Citation Issuance, Processing and Enforcement System
 - 6.6.2 Parking Meter or Pay Station System
 - 6.6.3 Parking Access Revenue Control System
 - 6.6.4 Mobile or Text to Pay Payment System
 - 6.6.5 Permit Management System
 - 6.6.6 Department of Justice or Police Depart for the City s state (for wanted vehicle hotlists)

7. Integration with City Systems

- 7.1 Integration with City systems shall be considered a standard integration.

ATTACHMENT B: TECHNOLOGY COMPLIANCE MATRIX

Page intentionally left blank. Attachment C is an MS Excel file to be completed by contractor with RFP submittal

ATTACHMENT C: PRICING WORKBOOK

Page intentionally left blank. Attachment D is an MS Excel file to be completed by contractor with RFP submittal