

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089804-21-S, Parking
Citation Processing Solution**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089804-21-S, Parking Citation Processing Solution (Contractor).

RECITALS

On or about 3/11/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide the comprehensive Parking Citation Processing Solution as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Office of the City Treasurer Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Jonathan Carey, Parking Program Manager
Plaza Hall – 202 C Street, San Diego, CA 92101
(619) 533-3610
jcarey@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for an initial period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s) for a Contract term not to exceed ten (10) total years. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The

term of this Contract shall not exceed five (5) years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on November 10, 2021, when it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract and as listed in Attachment 3 – Pricing Workbook, in an amount not to exceed the amount authorized by the City Council.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Professional Account Management, LLC
Proposer

BY:


633 W. Wisconsin Ave., Suite 1600
Street Address

Print Name:
Claudia C. Abarca
Director, Purchasing & Contracting Department

San Diego
City

October 5, 2021
Date Signed

619-847-3728
Telephone No.

twendler@dmconsultants.com
E-Mail

BY:

Tim Wendler
Signature of
Proposer's Authorized
Representative

Approved as to form this 26th day of
October, 2021
MARA W. ELLIOTT, City Attorney

Tim Wendler
Print Name

BY:

Deputy City Attorney

President and Chief Executive Officer
Title

April 14, 2021
Date

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
	<hr/>
A. Responsiveness to the RFP.	10
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Proposer’s creativity and comprehensiveness in approaching the proposed project	
B. Responses to Specifications.	40
1. Proposer’s ability to meet the City’s current and future PCPS and related service needs, as specified in this RFP	
2. Quality, reliability, and suitability of proposed solutions	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
D. Price.	5
E. Mandatory Demonstration/Presentation.	10
1. Proposer’s ability to demonstrate functionality in its proposal that meets or exceeds the requirements in the RFP.	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112 <hr/>

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) is the 8th largest city in the United States with a population of approximately 1.4 million. The Office of the City Treasurer, Parking Administration Program (Program) processes parking citations for nineteen (19) different issuing/enforcement agencies including the San Diego Police Department, Parking Meter Operations (a division of City Treasurer), and several other City departments, along with numerous outside (non-City) entities (Agencies). The Program's approximate annual averages are:

- 507,000 citations issued
- \$31 million in gross revenue collected
- 37,000 administrative review requests received
- 3,000 hearing review requests received
- 65,000 telephone customers assisted
- 20,000 lobby customers assisted
- 10,000 residential parking permits issued
- 8,000 Temporary Overnight Recreational Vehicle Permits issued

The City handles its own customer service (call center and lobby) and conducts all administrative reviews, hearings, and delinquent accounts collection. The City performs its own parking permit fulfillment.

The San Diego Police Department and the Transportation and Storm Water Department are the primary City departments issuing citations using the current issuance program. Within these two City departments, there are about 70 enforcement officers issuing approximately 440,000 of the annual citations for the City. These citations are issued using handheld enforcement software supplied by the Vendor. The rest of the volume is based on manual citations issued by several City departments and partnering agencies.

The Parking Administration Program is the primary user of the parking citation processing system. The Parking Administration Program has approximately fifteen (15) users continually accessing the system during business hours. In addition, there are a substantial number of users in the San Diego Police Department, accessing the system around the clock, primarily to confirm the status of vehicles for potential impound. There are also approximately thirty (30) users in the City's Delinquent Accounts Program who access the system routinely during business hours, and over a dozen non-City entities accessing the system daily, each with varying levels of access.

B. SCOPE OF SERVICES

The City requires a comprehensive Parking Citation Processing Solution "PCPS" to replace all services currently performed using Duncan Solution's AutoPROCESS citation processing system and Duncan Solution's AutoIssue citation issuance program. This Request for Proposal (RFP) also includes some services not currently provided by Duncan. Specifically, this RFP is intended to provide the City with a PCPS that has the following features:

- Citation issuance software meeting all RFP requirements designed for parking citation issuance and in accordance with California and local parking laws

- A computer application hereafter referred to as Application meeting all RFP requirements designed for parking citation processing in accordance with California and local parking laws
- Integrated online self-service options
- Printing and mailing services for the processing of parking citations
- Lockbox payment processing services
- Document management services for electronic imaging of parking citations and related documentation

The PCPS must meet or exceed all core requirements and deliverables detailed in this RFP. Any and all third parties used to meet or exceed the core requirements and deliverables must be disclosed in each proposal submitted in response to this RFP. Disclosure information must include years of experience providing the service for the proposer submitting a Proposal (Proposer) in response to this RFP and in total.

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor to deliver a comprehensive PCPS that represents the best overall value to the City while meeting or exceeding the specifications and requirements of this RFP. The PCPS must encompass the Scope of Services as set forth in Exhibit B, Scope of Services.

D. CORE REQUIREMENTS AND DELIVERABLES

The City requires a comprehensive PCPS to provide a citation issuance program, and a processing application to receive, track, monitor and report on all aspects of each parking citation issued by the City of San Diego and its current and any future partner issuing Agencies as described in Multiple Enforcement Agencies, number 2 below.

1. Applicable Federal, State and Local Law. All functions outlined in this RFP must be performed in accordance with all applicable federal, state and local laws. The selected Proposer must track and inform the City of all additions, changes, and deletions to existing laws affecting parking issues. Proposers must be able to make the necessary adjustment in the Application (hardware and software) to incorporate and modify all additions, changes and deletions to the existing parking regulations and statutes.

2. Multiple Enforcement Agencies. The Parking Administration Program processes parking citations for numerous enforcement Agencies, including multiple City departments and various outside entities. The PCPS must be able to accommodate, track payment activity, and report on multiple enforcement Agencies, both individually and in aggregate.

3. Public Record. The City complies with the California Public Records Act (CPRA) and therefore all data in the PCPS must be clearly identified as public, personal or confidential (such as data and information provided by the DMV).

4. Help Desk Support and Support Tracking. The Proposer will provide a PCPS- wide help desk to answer calls, record, track, and monitor requests, and triage unsolved help desk issues and initiate escalation when necessary. The help desk must include access to a local number (area code 619 or 858) or a toll-free number. All technical support calls into the help desk must be answered by a live technician during primary business hours. Service requests may also be submitted

via email and web interface. Support requests will be logged by the Proposer's help desk tracking software. The help desk must accept submissions for new service requests, Application support, problem solving, status inquiries regarding prior service requests and other questions related to the operation of the PCPS. Proposer must indicate if their tracking software allows for reporting on incidents by date range or other parameters. See Attachment 4, that outlines the City's Service level Requirements (SLRs).

Primary business hours are 7:00 a.m. to 7:00 p.m. Pacific Time (PT) Monday through Friday. Given that some City positions are staffed 24 hours a day seven days a week, the Proposer must indicate if they are able to provide any extended support hours. A 24/7 help desk is not required; however, Proposer's Account Manager should be available as outlined below in Account Management, number 5 below.

5. Account Management. Proposer is responsible for training its own staff on City provided business rules, due dates and timelines and any other City provided criteria, rules or regulations related to the processing of parking citations. Proposal must include a company organizational chart and resumes of key personnel who will be assigned to provide any services set forth in this RFP. The primary Account Manager must be identified. He/she must (a) be available during standard business hours via email and telephone. Standard business hours are defined as 8:00 a.m. to 5:00 p.m. PT, Monday – Friday; (b) be available for emergency purposes during off hours via pager or cell phone; and (c) have a specified individual to serve as backup during vacations and other time off. The City retains the right to approve or disapprove the assignment of primary Account Manager, his/her Backup and other key personnel assigned to the City's account.

The Account Manager responsibilities will also include the following:

- Lead point of contact for any and all matters specific to the City
- Ensure the timely and successful delivery of solutions according to the City's needs and objectives
- Communicate clearly the progress of monthly/quarterly initiatives
- All SLR reporting requirements as outlined in the RFP
- Meet with the City at least monthly to review issues
- Escalate issues as necessary and assist with high severity requests

6. Training. Proposer must provide City staff with training in the operation and maintenance of the PCPS, including Application functions, hardware use, and any procedures that are unique to a particular job function. Training may also be requested to be delivered to external entities such as our partner enforcement Agencies. This training must be provided on site, at a City designated training facility.

A detailed training plan for selected City staff must be developed and implemented for the operation of all Application modules and processing functions. The plan must encompass a combination of classroom, small-group, and hands-on training in the use of the computer hardware and software and all related policies and procedures.

Detailed Application manuals and procedures manuals must be provided to the City in an electronic format. The manuals must be routinely updated as policies or programs are changed. Manuals, procedures and forms must include, but are not limited to:

- Detailed user manuals explaining each component of the PCPS

- Functional manuals, tailored to each processing unit, to explain the PCPS as it relates to the job responsibilities of the particular user
- Forms and various documents (if applicable) which must be completed by the customers in order to conduct routine matters involving the processing and adjudication of parking citations
- All public forms are to be available in English and Spanish

7. Disaster Recovery. Proposal must include summary description of Proposer disaster recovery plan, indicating which operating model is being proposed (Cloud or Vendor Hosted). The plan should address at a minimum the location of alternate site(s), recovery time objectives, recovery point objectives, multi-tenancy disaster recovery considerations, performance impact, accuracy of Application data and outputs and frequency of plan testing. Proposer disaster recovery plan is subject to approval by the City. Details to be agreed upon prior to PCPS cutover.

E. TECHNICAL REQUIREMENTS

The following Technical Requirements (Section 1. Application Security – Section 7. Hosting Standards)-may or may not relate to this specific RFP and proposed Solution submitted by Proposer. This section is meant to inform Proposers of the City of San Diego’s information technology standards and requirements. Not every specification in this section will be relevant for the PCPS. This section is also only representative of the City’s current information technology standards and requirements. These may change in the future and during the terms of this Contract. Proposer must include in Proposal any technical limitations with the City’s current standards and requirements. Sections 8-12, Technical Requirements, is a required deliverable.

1. Application Security

- 1.1. System User Authentication.** Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML) and Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.
- 1.2. Secure Authentication.** All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.
- 1.3. Encryption.** Application must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.
- 1.4. System Sharing.** Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.
- 1.5. Protection of Sensitive Information and Data.** Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with City of San Diego Administrative Regulation (A.R. 90.64 Attachment 2) “Protection of Sensitive Information and Data”.

- 1.6. **Auditing and Logging.** The Solution must log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include System User ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details). Solution must support interoperability with centralized logging and Security Information and Event Management (SIEM) technologies.
- 1.7. **Compliance with Organization's Security Policy, Standards and Procedures.** Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at <http://csrc.nist.gov/groups/STM/cmvp/standards.html> For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.
- 1.8. **Data Integrity.** The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.
- 1.9. **Parameter Manipulation.** Parameter manipulation must not be designed to provide access to data or Application functionality that a System User is not authorized to see or use. Proposer is expected to follow OWASP standards for security at a minimum.
- 1.10. **Hidden Fields.** The use of "hidden fields" for Security is prohibited. Proposer is expected to follow OWASP standards for security at a minimum.
- 1.11. **Cookies.** Security settings must not rely on cookies. Cookies must not contain or be used to obtain sensitive information.
- 1.12. **Session Identifiers.** If session identifiers are utilized, they must be generated with unpredictable numbers and must contain enough key space to prevent unauthorized use or guessing of the session ID's. Proposer is expected to follow OWASP standards for security at a minimum.
- 1.13. **Error Messages.** Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.
- 1.14. **Logical Data Separation.** In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.
- 1.15. **Sensitive Data.** Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all

authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.

2. Application Data

- 2.1. **Ownership of Data.** All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.
- 2.2. **Personal Data.** Proposer agrees that it will comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).
- 2.3. **City Data Access.** If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.
- 2.4. **Third-Party Requirements.** Proposer will cause any third-party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.
- 2.5. **State Requirements.** Proposer is compliant with the California Consumer Privacy Act (CCPA).

3. Design

- 3.1. **Design Documentation.** Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.
- 3.2. **Architecture Documentation.** Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema.

4. Desktop Hardware

- 4.1. **System.** Compatible with 64 bit systems.
- 4.2. **Desktop/Laptop Hardware.** Hewlett-Packard (HP) brand business-class.
- 4.3. **Tablets.** Windows tablets version 10 v 1803; iPads iOS 12.1 (or at least to an n-1 version).
- 4.4. **Tablet/Laptop Combos.** Microsoft Surface; HP 1012.

5. Desktop Software

- 5.1. **Desktop Operating System.** Microsoft Windows 10 (1803) Enterprise, or the most current version of this Operating System to within an n-1 standard.
- 5.2. **Desktop Software.** The proposed system must not conflict with or modify standard desktop software. Other standard software includes: ESET Antivirus; Java Version 8, Adobe Acrobat DC; SAPGUI. The City targets n-1 if not the latest updates.
- 5.3. **Office Productivity.** Microsoft Office Suite. Versions currently in use is Office 365. In addition: Microsoft Project, Standard and Professional, versions 2016; Microsoft Visio, Standard and Professional, versions 2013, 2016.
- 5.4. **Web Browser.** Google Chrome, Microsoft Internet Explorer IE11 and Mozilla Firefox version 47 or the current manufacturer's version to within an n-1 standard.

6. Application Standards

- 6.1. **Programming Language Standards.** HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.
- 6.2. **Data Transport Protocol Standards.** XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase.
- 6.3. **Desktop Configuration.** Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.
- 6.4. **Reporting Tool Integration Standards.** SAP Crystal Reports; Microsoft SQL Server Reporting Services.
- 6.5. **Web Content Management System.** Drupal
- 6.6. **Document Management Integration.** OpenText.
- 6.7. **Geographic Information System and Integration Standards.** ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.

7. Hosting Standards

- 7.1. **City Hyper Converged Infrastructure.** If solution is proposed as 'On Premise', it must support either:
 - 7.1.1. **Hyper Converged Infrastructure:** server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.
 - 7.1.2. **Standalone server** – HP ProLiant Generation 10 or higher.

- 7.2. **Server OS.** Solution must support Server Operating System – Microsoft Windows Server 2016.
- 7.3. **Web Servers.** If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.
- 7.4. **Virtual Servers.** Solution must support virtual server hosting – VMware ESX (to an n-1 standard).
- 7.5. **Relational Database Management Systems.** If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version 2016 or higher.
- 7.6. **Cloud.** Public Cloud Providers are Microsoft Azure, Amazon Web Services (AWS). Services provided include Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). If proposed solution is IaaS or PaaS, it must reside within the borders of the United States and support either Microsoft Azure, or AWS. Private cloud using Virtual Cloud Foundation is the Standard.
8. **Database Structure.** The database structure must be able to accommodate all the City's core requirements as outlined in this RFP. The Application must provide a complete audit trail and be able to accommodate multiple users with varying levels of access. Proposal must include a complete data dictionary of all database fields which includes field description and purpose, field character length, and any other field character limitations. Various sections of this RFP reference the City's minimum required fields; however, these references are not meant to be a complete list of necessary database fields, but rather of various minimum requirements to accommodate how the City currently processes citations. The minimum required fields under the *Citation Issuance Requirements, Section H, Exhibit B*, for example, reflect the necessary fields to accommodate our citation issuance devices and the design of our handwritten ticket stock.
9. **User Administration.** Selected City staff must have the ability to add, modify, and remove user access. They must be able to assign users to roles or groups necessary to control the user's level of access to the Application and any other PCPS components/functions as necessary.
10. **Application Availability.** The Application will be used internally by City staff for the performance of parking citation administration and related functions. In addition, the Application will have external, public facing components for the dissemination of information and collection of payments via web and Interactive Voice Response (IVR).

The Application is considered a High Availability application. Application availability includes full functionality of all the components of the proposed PCPS. Availability of the Application during business hours 7:00 a.m. to 7:00 p.m. (PT) Monday through Friday is considered business critical; however, the public facing components must also meet High Availability requirement. Please see Attachment 4 for specific SLRs.
11. **Application Response Time.** The response time of the Application (external to local desktop configuration, and local network function) needs to be real time (.1 second) for daily functions and single record processing. Reports and other multi-record queries may be expected to have longer response times.

Proposal must provide Application Response Time and Percentage of Time that Response Time will be accomplished for these following citation processing tasks:

Task	Response Time in Seconds	% of Time Accomplished
<i>For example: Single Citation Inquiry</i>	<i>0.1 seconds</i>	99%
Single citation inquiry		
Adding Staff Note		
Posting Citation Payment		
Multiple citation inquiry (rental car by plate)		

Task	Response Time in Seconds	% of Time Accomplished
Standard Report – e.g. annual volume of citations by violation code for 3 years		
Display related citations by Registered Owner (RO)		
CA DMV Look Up – Registered Owner by Plate		
Custom Report – List citation number, issue date, and amount paid split by enforcement agency		

Response times will be evaluated during the Mandatory Demonstration/Presentation.

Proposer must provide their guarantee for meeting their response time standards and how they would compensate the City for failure to meet those standards.

12. Scheduled Downtime, Application Maintenance and Updates. Scheduled downtimes require two (2) week notification and approval from the City’s Parking Program Manager. Scheduled downtimes do not count against Application availability. See Attachment 4 for all SLRs related to availability of the Application, self-service options and any other system(s) that are used to process the City’s parking citations, parking permits and/or payments.

Maintenance of the Application and self-service options must occur on Sundays or at a designated down period when usage is at a minimum. Proposer must indicate requirements for a scheduled maintenance window.

Proposer must provide a test environment for quality assurance and control testing. Application/programming changes and maintenance must be conducted and tested in the test environment prior to deployment to the production environment with customer (City) sign-off/approval. The test environment must be refreshed quarterly from the Production

environment or as needed for special projects. The test environment must be accessible to selected City staff.

Proposer must make available to the City at no additional cost all updates to the Application as they are released so long as the City is currently under the Proposer's maintenance agreement. This includes installation and support of updates.

To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.

F. DATA CONVERSION & PCPS IMPLEMENTATION TIMELINE REQUIREMENTS

1. The purpose of this section is to provide an overview of the iterative process of bringing data forward from the current parking system (Duncan Solutions AutoProcess) into the selected PCPS environment. The legacy environment and condition of data varies and must be approached in an organized manner. At a minimum the selected Proposer will need to work with designated City staff to incorporate the following:

- Identify opportunities for data clean up and correction
- Track progress of data conversion
- Produce information required from the PCPS and legacy data environments
- Identify roles and responsibilities including data conversion project team members
- Provide a data mapping analysis
- Import data into the new database
- Produce reports from the new Application that balance with original reports from the legacy database

Examples of balancing reports include:

- Overall record counts
- Record counts by specific criteria
- Overall monetary totals
- Monetary totals by specific criteria
- Data relationships
- Repeat above steps as needed to complete test and reconciliation process

2. **Scope of Data to Convert.** Data conversion must accommodate all corresponding records, images, and data for a period of five (5) years prior to PCPS implementation date. Legacy system's data must be accessible for read, write and update capabilities. The City wishes to convert at least five (5) years' worth of data at approximately 500,000 citations entered annually, along with all associated photographs, documents and notes.

G. PCPS INTERFACE REQUIREMENTS

1. **DMV.** The Application must interface with the California Department of Motor Vehicles (CA DMV) to provide Registered Owner (RO) information and to place holds (liens) on the vehicle registration. This capability must include the continuous placing and releasing of vehicle registration holds with the CA DMV and other states' registries if allowed by other states. The Application must not limit the number of attempts allowable to obtain RO. The first attempt at

obtaining RO information must be sent within twenty-four (24) hours of the citation entering the PCPS.

The PCPS must accommodate DMV provided data including but not limited to:

- RO Name
- RO Address
- RO City
- RO State
- RO Zip Code
- RO Request Status
- RO Request Date
- Response Text
- Response Date
- Hold Status
- Hold Date
- Plate
- VIN
- Vehicle Make*

*The Application must automatically validate plate number by matching DMV provided Vehicle Make with Officer provided Vehicle Make (Please see *Citation Issuance Requirements* in section H, Exhibit B, for minimum required citation issuance fields). If the Vehicle Makes do not match, the citation should be automatically suspended as well as flagged or err off on report for staff review. (Please see *Reporting Requirements* in section N, Exhibit B).

The Application must have an integrated CA DMV look up/inquiry feature as well as CA DMV update feature. Proposal must include detailed description of CA DMV look up capabilities and limitations.

The CA DMV allows local jurisdictions to add the fine amount for unresolved parking citations to the bill for annual vehicle registration renewal. This is called placing a “hold” on vehicle registration and is an effective means of securing payment of delinquent parking citations. The PCPS must provide a real time interface with DMV to place these “holds” for unpaid parking citations, to release the holds within twenty-four (24) hours when a citation is resolved, and, if permitted by DMV, to reactivate a registration hold when appropriate as determined by the City. The information required by DMV must be automatically forwarded for registration hold processing and receipt by DMV acknowledged.

The Application must be able to transmit the full amount due when placing holds. This includes the parking citation fine amount, two separate late fees, state surcharges and a collection referral fee. Hold requests must happen automatically (at least daily) in accordance with City provided business rules/timeline as well as in accordance with the California Vehicle Code (CVC). The Application must be able to accommodate changes to City provided business rules/timelines. (Please see Exhibit B, *Amounts and Dates* in section I, for more information). The Application must also accommodate manual holds requested by City staff.

All DMV provided data must be clearly marked as such in the Application to ensure compliance with DMV confidentiality of data requirements.

Proposers should also have the ability to return RO information from the DMVs in every other state in the United States. It is highly desired the PCPS have the means to process citations on vehicles with ROs with out of country (particularly Mexico and Canada) addresses.

2. Rental Car Fleet Interface. Customer and citation information to/from large rental car companies should be able to interface with industry fleet organization systems automatically. Please see Attachment 1, Interface Requirements.

3. Electronic Citation Issuance. The Application must accept parking citation data in real time via wireless connection from electronic ticketing devices. The City currently processes citations issued on Duncan AutoCite X3 and Motorola MC959B, and Android based devices using AutoIssue software, as well as Schweers handheld using TicketMan software. The Application must be able to accept citation data regardless of handheld type or issuance software. (Please see Exhibit B, *Citation Issuance Requirements* in section H, for minimum required fields and other information).

Along with all citation data, the Application must also receive photographs in their native format from the electronic ticketing devices when docked. Those photos must be viewable within the Application as well as viewable by the public online, while maintaining the same quality as on the issuing device (i.e. no loss of quality). A facsimile or reproduction of the electronically issued ticket must also be viewable within the Application. The Application must also record citation source information such as creation date, batch ID and unit serial number. Currently, the photo format is JPG.

The Application must have a mechanism to reconcile citations issued on handhelds and citations received by the Application.

The San Diego Police Department has approximately ninety (90) hand-held devices and Parking Meter Operations has eleven (11). The Airport Authority has approximately sixty (60) handhelds.

The format, size, and layout of electronically issued citations can vary by hand-held device and/or issuing agency and, as stated above, the Application must be able to accept parking citation data in real time via wireless connection from any electronic ticketing device. (Attachment 5 – Notices and Citation Samples)

4. Delinquent Accounts Program. The Application must interface with the City's current and future Delinquent Accounts/Collections system daily. Proposer must conform to the method of file creation and transfer both from and to the Application. Customer information will need to be kept in sync with the Delinquent Accounts system and must be reconciled daily. Interface files must meet the minimum requirements for information transfer into the City. Please see interface information and specifications in Attachment 1, Interface Requirements.

5. Recording of Daily Deposits and Revenue. Financial information about deposits must be recorded in the City's general ledger daily. Please see the interface information and specification outlined in Attachment 1, Interface Requirements.

6. Open Data. The City is committed to the principles of open, accessible, efficient and transparent government, and the use of technology to help put those principles into practice. Accordingly, the Application should be able to periodically send a file of data fields that are not personal or confidential in nature to the City's Department of Performance and Analytics, Open Data Program. This portion of the project will be designed during the implementation phase.

7. Scofflaw File. The Application must be able to automatically run a scofflaw report (vehicle with five or more parking citations) and place it in a City designated FTP site. The report must contain required fields to verify that a vehicle is eligible for impound. A vehicle is eligible for impound in San Diego when: (1) there are five (5) or more outstanding citations on a specific vehicle; (2) the fifth outstanding citation is thirty (30) days old or older; and, (3) all of the qualifying citations have the same registered owner listed. The report must be grouped by license plate, and registered owner, be listed in ascending issue date order, and contain the following fields:

- Citation number
- Issue date
- Violation code
- Violation location
- Vehicle make
- Vehicle color
- Citation status
- Amount due

The Application must update the report automatically, in real time when vehicles become eligible for tow per the business rules listed, or if a citation status change is made on vehicles previously reported.

H. CITATION ISSUANCE REQUIREMENTS

1. The issuance program must be capable of running on all the current devices in use by the City. This includes Android based devices running on tablets and phones and Motorola MC959B handheld devices. The issuance software must also run on Apple and Windows based devices of the City's choosing. Proposer must also list the compatibility of the program with other platforms and/or devices.
2. The Application must be able to receive parking citation data from a variety of electronic ticketing devices as well as via data entry of handwritten citations. The *minimum* required fields for each citation issued are:
 - Issuing Agency
 - Citation Number
 - Issue Date
 - Issue Time
 - License Plate
 - State
 - Expiration
 - VIN
 - Registration Type
 - Vehicle Make
 - Vehicle Model/Style
 - Color
 - Violation Code
 - Violation Description
 - Officer Name
 - Officer ID

- Meter Number
- Mark Time
- Location
- Fine Amount
- State Surcharge Amount
- Total Amount (sum of Fine Amount and State Surcharge Amount)
- Officer Remarks
- Private Officer Remarks (unavailable to public but visible to officers and staff)

Citations issued on an electronic ticketing device must transmit via wireless connection in real-time to the Application regardless of handheld type or issuance software. (Please see section G. PCPS Interface Requirements, #3, *Electronic Citation Issuance* for further information.)

The Application must be capable of accepting citation data (minimum fields listed above) for handwritten tickets by batch and by single entry (“fast add”). An image of the handwritten citation must be viewable within the Application. (Please see section L. *Document Management Requirements*, for more information). Handwritten citations that contain an error (such as missing or illegible data) must be recorded in the Application as incomplete and therefore suspended. These incomplete records must err off onto a daily report or go into a daily work queue to be reviewed by City staff and corrected. Once corrected, those citations must “un-suspend” and proceed through the normal process.

The Application must be able to accept a payment and staff notes on a citation that is not yet entered into the Application. Payments received that are not yet associated with a citation (“skeletal payments”) must either be flagged or err off on a daily report for staff review. Once the citation is entered into the Application (via handheld or data entry), it must automatically match to the payment and notes.

The Application must accommodate officer (issuing agency) voids as distinguished from processing agency waives and dismissals. Officer voids must be limited to point of issuance only.

Duplicate citation numbers must be automatically identified and either flagged or error off on a report for review by City.

All citation data regardless of age cannot be deleted or archived without prior written authorization from the City.

Samples of Citations are provided in Attachment 5, Notice and Citation Samples.

I. CITATION PROCESSING REQUIREMENTS

The PCPS must be able to accommodate the processing of all parking citations in accordance with the California Vehicle Code and San Diego Municipal Code.

1. Amounts and Dates. The Application must accommodate the City’s (and its Agencies) violation codes, fine amounts (comprised of one or more separate amounts), due dates, late fees, state surcharges, administrative fees and any future adds, deletions or changes to these fields. The Application must be able to accommodate at least three hundred (300) different violation codes and associated fine amounts. Currently the City has one hundred and ten (110) separate violation codes.

The Application must be able to separately account for:

- Base Fine Amount
- Incremental Fine Amount – (e.g. PC 1465.5 disabled placard)
- Late Fee 1 – regular
- Late Fee 2
- State Surcharge – preferably splitting them each out
- 50/50 split of CVC 5204 et al
- 80/20 split of CVC 22507.8 et al
- Administrative Fee (CVC 40226) – in lieu of fine for failure to display placard
- Late Fee 1a – Administrative Fee (CVC 40226)
- Reduced Fine (CVC 40225) for CVC 5204
- Late Fee 1b – Reduced Fine (CVC 40225)
- Collection Referral Fee – for DMV hold/lien
- Due Date 1
- Due Date 2
- Low income payment plan fee
- Payment plan fee
- Date Sent to Delinquent Accounts Program

The Application must automatically assess all amounts due based on City business rules/due dates and mail the relevant notice. Please see *section I. Citation Processing Requirements, Notices – Printing & Mailing* for more information. The Application must also automatically refer delinquent citations to the CA DMV for hold and to the City of San Diego Delinquent Accounts Program for collection in accordance with City provided business rules/timeline. (Please see section G, *PCPS Interface Requirements #1 and #4 Delinquent Accounts Program* for more information.

The Application must display all citations associated with one license plate and with one RO (“related citations”). This includes the ability to display all other vehicles registered to the same RO.

The Application must permit City staff generated adjustment transactions, such as, but not limited to, waived amounts, voided citations, dismissed citations, late fee “roll back”, returned checks and refunds. The adjustments may include reversing an entire payment, modifying a payment amount, and adjusting the amount due to closing a citation and reopening a citation.

The Application must accommodate due date extensions including the “rolling back” of late fee(s). The citation must resume normal processing under the revised due dates and amounts due while retaining record of the original dates and amounts. The Application must be able to reverse a citation that has been referred to the Delinquent Accounts Program. If a new registered owner or operator (Responsible Party) is added, the citation must proceed through the process including referral to the Delinquent Accounts Program a second time under the new name. Once a citation is reversed out of the Delinquent Accounts Program the online payment site must re-open for this citation.

The Application must be able to automatically waive very low balance accounts in accordance with City established business rules and timeline. The Application must automatically produce a report of all waived amounts including waive date, citation number, waived amount and whether the waiver was automatically issued by the Application or staff initiated.

2. Appeals. The Application must be able to accommodate at least three levels of parking citation appeals: (1) Administrative Review, (2) Administrative Hearing; and, (3) Superior Court. City staff must be able to place the citation in a “suspend” status pending adjudication. “Suspend” status must stop the normal due date process until the “suspend” status is removed.

The Application must record the appealing parties name, address and email address as well as record each step along the appeal process including but not limited to:

- Administrative Review Request Date
- Administrative Review Decision Date
- Administrative Review Decision
- Administrative Review Notes
- Administrative Hearing Request Date
- Administrative Hearing Outcome Date
- Administrative Hearing Outcome Decision
- Administrative Hearing Notes
- Superior Court Decision Date
- Superior Court Outcome
- Superior Court Notes

Once a decision is made at each of the three levels, the Application must automatically ‘un-suspend’ the citation. If a citation is dismissed or reduced after it has been paid, the Application must flag the citation for refund.

The public must be able to request an Administrative Review and an Administrative Hearing online. The requests must automatically suspend the citation in the Application and populate the Application with the data provided. Please see section K, *Online Service Requirements* for more information.

3. Fix It Tickets. The Application must be able to distinguish parking citations categorized as equipment violations or “fix-it” tickets. Fix-It Tickets include those issued for vehicle registration violations - primarily CVC section 5204. Fix-It Tickets can be reduced to a \$10 fine per CVC section 40225. The PCPS Application must accommodate a process to review and reduce Fix-It Tickets in accordance with CVC section 40225. The CVC also requires 50% of Fix-It Ticket penalties/fines be payable to the State Treasurer and 50% retained by the Issuing Agency. The Application must record payment of Fix-It Ticket fines in two (2) separate fields to account for the revenue split.

If reduced the Application must be able to apply a different Late Fee 1 (also reduced) than the regular Late Fee 1 that would have been assessed if the citation had not been reduced.

4. Failure to Display Disabled Placard. The Application must be able to distinguish parking citations that can be reduced to an administrative fee per CVC section 40226. The Application must accommodate a process to review and cancel these violations in accordance with CVC 40226. This administrative fee (currently \$15 but can be “up to \$25” per CVC 40226) must be recorded separately from the fine amounts in the PCPS.

If reduced to an administrative fee the Application must be able to apply a different Late Fee 1 (also reduced) than the regular Late Fee 1 that would have been assessed if the citation had not been reduced.

5. Responsible Party. The Application must be able to accommodate multiple updates to the Responsible Party including, but not limited to, Last Name, First Name, Middle Name, Address (two lines), City, State, and Zip Code at any time during the life of a citation. An update of Responsible Party must automatically re-start the due dates timeline per business rules provided by the City. When updating any aspect of the Responsible Party (name or address) the PCPS Application must be able to record the source of the data (such as “DMV” or “Correspondence”). Updates must not delete or alter prior information and a full history of Responsible Party must be viewable and searchable.

6. General Notes. The Application must be able to accommodate an unlimited amount of characters for general staff notes, to record all customer contact and other citation information. The Application must record the date and time of the note as well as the user ID.

The Application must provide the option for users to apply a general note to just the specific citation or to all related citations.

7. Rental Cars/ Fleet. The Application must be able to accommodate an alternate process for ROs with a fleet of vehicles such as a rental car company. Citations issued to vehicles in a fleet would not follow the typical noticing process but an alternate process, with an alternate timeline within the Application. Fleet citations issued during a period (such as a week or a month) should be noticed on one statement rather than individual notices for each citation.

The Application should allow the City’s fleet partners (rental car companies) to update their fleet inventory without City intervention. The Application must restrict user access to limit updates made by rental car companies to only their fleet inventory. Similar to the information for Responsible Party as set forth in paragraph J, item 5 above, City staff must be able to transfer liability (update Responsible Party) for rental cars and the Application must display complete RO history, including the specifics of each update (User ID, date, time, etc.). The City must have the ability to view an entire RO history for each citation, as well as search and view a RO using first and last name and/or address.

Please see Rental Car Fleet Interface in section G, for more information.

8. Notices – Printing & Mailing. The Application must be able to initiate the process to mail City designed parking citation notices in accordance with City provided timeline and business rules. The Application must be able to accommodate a City established series of notices, which is fully automated based on City provided business rules and timelines, including but not limited to:

- 1st Notice (Notice of Parking Violation)
- 2nd Notice (Notice of Delinquent Parking Violation)
- Administrative Review Decision – Dismissed
- Administrative Review Decision – Liable
- Administrative Hearing Decision – Dismissed
- Administrative Hearing Decision – Liable
- Low Income Payment Plan – Approval and Payment Information
- Low Income Payment Plan – Default
- Payment Plan – Approval and Payment Information
- Payment Plan – Default

Each Proposal must include a description of how the Proposer will print and mail these notices. The Application must record the notice type, mailing date and mailing address of each notice. It is highly desired that the Application can initiate the process to mail statements (related citations by plate and RO).

The Application must allow City users to manually generate, print and mail notices when necessary. For customer service purposes the City requires the ability to generate, or re-print notices as needed. If a notice was already systematically generated and mailed, the City requires the ability to re-print that notice in-house and have it be an exact copy of what was already generated. This action must not cause any change in citation timeline and due date. Re-printing applies to notices and correspondence. The Application must accommodate multiple updates to mailing address (Please see section I. Citation Processing Requirements, #5, Responsible Party for further information).

The Application must be able to generate reports for any/all parking citations with no notice mailed, specifically notices required by the CVC (currently City "Notice of Parking Violation" and "Notice of Delinquent Parking Violation").

Printing and mailing can be performed by the Proposer or a third party. Proposer must specify in the Proposal whether the Proposer will provide this component or specifically identify as set forth in *Scope of Services*, section B of Exhibit B, the third party which Proposer will contract with to provide this component. The Application must be able to produce a report to reconcile with any third-party mail house.

Pricing for printing and mailing must be separated out (see *Pricing Workbook - Attachment 3*) from any other Proposer costs

Notices must be on recycled paper of a quality approved by the City and mailed First Class via the United States Postal Service within 24 hours to any U.S. address and preferably also to addresses out of country, especially Mexico and Canada. Notices must be printed and mailed in order to maintain customer confidentiality regarding the content of the notice.

Proposer must provide a secure portal that allows the City to review and approve daily notices. Notices must be available for reprint from the secure site and must be retained for at least a period of three (3) years. The reprint must display as originally sent and must not have any effect on the citation processing (such as resetting due dates).

Proposer must be responsible for the quality of each notice run. Proposer must describe the measures that will be taken to ensure quality. At a minimum, the measures must ensure alignment, print quality, correct form, correct run date, and that all required information is printed. All notices must comply with the requirements and specifications for first class permit mail as set forth in the US Postal Service "Domestic Mail Manual." A summary listing of notices mailed by date along with access to the detail must be available in a City-approved report format. Proposer must identify specific quality control steps to ensure that all notices are being mailed as required. Reports must be available to the City for review and approval.

Each mailed notice must be recorded in the Application indicating (at a minimum) the notice type, date mailed, and address mailed to. The Application should be able to sent notices via email, both systematically based on City provided business rules and timelines as well as on demand by staff.

The content, design and number of notices are determined by the City. Proposer must be able to accommodate changes to any notice, the addition of a new notice and the discontinuation of any notice. It is preferred that the City has direct access to edit/add/delete notices and put them directly into production. Proposer must be able to accommodate printing bar codes and Quick Response (QR) codes on notices.

Proposers are encouraged to present alternatives to the standard letter and envelope size and other cost and paper saving ideas, as long as all alternatives presented adhere to the CVC and maintain customer confidentiality.

Sample notices are provided in Attachment 5, Notice of Citation Samples.

9. Data Entry. Handwritten citations must be entered into the Application within forty-eight (48) hours of receipt. The handwritten citation must be imaged and viewable in the Application by the posting date. All fields on the handwritten citation must be included (Please see list of minimum fields in Section H, *Citation Issuance Requirements*, Exhibit B.

Proposer can provide the data entry service or contract them out to a third party. Proposer must specify in the Proposal whether the Proposer will provide this component or specifically identify as set forth in Section B, *Scope of Services*, the third party which Proposer will contract with to provide this component.

In fiscal year 2019, the total handwritten citations issued were approximately 34,000. Handwritten citations will be batched daily by City staff and will be mailed to the Proposer for data entry. If the City enters a handwritten citation, it would not be batched and sent to the Proposer and would therefore not be subject to the forty-eight (48) hour requirement.

10. Lockbox/Payment Processing. Proposer must include in its Proposal a response to this Lockbox/Payment Processing section and all these requirements are mandatory; however, the City reserves the right to use Proposer's Lockbox/Payment Processing services or to not use the Proposer's Lockbox/Payment Processing services. The City may elect at any time to process its own payments or use a different third-party.

The accurate processing of mail-in payments is critical and directly affects subsequent collection actions, such as the application of late penalties, delinquent noticing; applying registration holds at the DMV, and vehicle seizures. Mail-in payment processing must include a broad range of positive control and balancing procedures and include steps such as receipt and control of high volumes of mail; batching and preparing documents for processing; processing payments associated with citations and notices, processing those items that cannot be routed through high speed automated processors on an exception basis; balancing, reconciliation, and deposit preparation; and on-line, real time update of payment information to Proposer's database. All payment documents received and processed must be imaged to be promptly retrievable.

With the volume of mail received, Proposer must provide a detailed explanation of proposed levels of control, audit and redundancy to ensure the accurate and timely receipt, processing, and update of mail-in payments. At a minimum, Proposer's PCPS must include, but not be limited to:

- Mail pick-up from the Post Office and delivery to the Proposer's secured place of business by a bonded courier or bonded employee each business day along with the required documentation to support pick-up and drop off at Post Office.

- Complete procedures for batch counts that are verified to ensure an accurate starting record for control throughout processing
- The ability to process items that must be handled separately. Detailed procedures must be developed to facilitate research and special processing. These include but are not limited to:
 - any correspondence that is included with a payment
 - payments received without accompanying source documents, such as a citation or delinquent notice; and
 - cash payment
- Copying the payment document and establishing a completely reliable audit trail for all processing procedures, endorsing and encoding the payment document with the unique control number of each citation paid, date of processing and batch numbers, and daily reconciling with the payments updated to the remittance processing system
- Updating payment data to Proposer's Application and depositing the payments to the City's designated financial institution within twenty-four (24) hours of collection from the Post Office
- Proposer will be held completely and solely responsible for ensuring the integrity and security of City revenue throughout the entire processing procedure. Any shortages or losses will be the exclusive responsibility of the Proposer and must be fully reimbursed to the City. Overages must be researched and resolved in every case. Appropriate refunds must be provided to any entitled parties within timeframes established by the California Vehicle Code
- Payment processing must be performed in a secure environment. At a minimum, physical security measures must include:
 - Locked doors to the payment processing facility, with restricted access to authorized employees only, including, but not limited to, key card or keypad access. Reports must be reviewed for any inappropriate access.
 - Comprehensive video camera surveillance of all payment handling areas with full-time and redundant 24-hour video recordings to capture the date and time of all activities. Proposer must review the recorded video on a daily basis and must make the recorded video available to the City for audit purposes.
 - A safe or vault, subject to the City's approval, that is monitored and recorded by video cameras.
 - Supervisors for each function, as well as an experienced manager to oversee all operations.
 - The Post Office (P.O.) Box must be located in California. All mail received must be opened daily and all payments must be deposited into the City's bank and posted to the Application within 24 hours of receipt. A scanned image of the envelope (post mark date), remittance advice, and the front and back of check must be viewable by City staff (and restricted by user) by the posting date and for at least ninety (90) days. All imaged payment documents must be searchable by citation number, check number and posting date. Payment documents older than ninety (90) days must be retrievable upon request and produced within two (2) business days of the request.
 - If mail processed by Lockbox contains other material (other than payment documents, such as appeal documents) the Application must be updated with a note indicating the post mark date and the type of documents received. It is desired that

those documents also be scanned and viewable in the Application within forty-eight (48) hours of receipt.

- All original documents organized by date received, then organized by type (payment versus other) then organized by citation number must be returned to the City within five (5) business days.
- Payment processing services must follow City established business rules
- Proposer may provide these Lockbox services or subcontract them to a third party. Proposer must specify in the Proposal whether the Proposer will provide this component or specifically identify as set forth in *Scope of Services*, paragraph B of the RFP the third party which Proposer will contract with to provide this component.
- Proposer must describe the Lockbox service procedures established for disaster recovery (i.e. procedures for back up site capacity, etc.)

11. IVR. Proposal must include a fully hosted 3rd party Payment Card Industry (PCI) Compliant Integrated Voice Response (IVR) system in both English and Spanish (at a minimum) to accept credit and debit card payments and to provide information via pre-recorded message and by real time integration with the Application. The IVR must provide customers with real time Application data by citation number including but not limited to status of citation, amount due, and due date. The IVR must also provide open citations by license plate. The IVR must provide an option to transfer to customer service (a City provided number).

Proposal must state if the Proposer holds the contract agreement with the financial gateway provider. Proposal must include a detailed flow of funds from acceptance by the IVR to fully settled in the City's merchant account. Proposer must describe and diagram the data flow of how IVR payments are authorized, processed, and settled. Proposer must identify all additional third parties involved in the transactions. The IVR must update the payment data to Proposer's Application and deposit the payments to the City's designated financial institution within twenty-four (24) hours of acceptance.

The IVR must provide the ability to easily create and modify recorded announcements. It must be programmable for quick recording and/or updating announcements either on-site or remotely preferably by City staff. The IVR should play a warning message that the call is being recorded once the caller initiates the transfer to a customer service representative. The IVR system must enable customers that are familiar with the call flow to enter their menu selections and entries without having to listen to all the prompting.

Call flow must be customizable to meet the City's requirements. The IVR must provide the ability to easily analyze the effectiveness and efficiency of the call flow and provide detailed reports pulled by the City on each segment of flow for analysis. The IVR must provide the ability to create and modify call flows.

12. Payment Plans. Proposal must include modules to provide the City with the ability to create standard and low-income payment plans in accordance with California Vehicle Code requirements.

For citations approved for low income payment plans the PCPS must waive all late fees; set monthly payment installments not to exceed \$25 on fine amounts \$500 or less; add a \$5 payment plan fee to each citation enrolled; monthly payments cannot exceed 24 months; automatically reassess all late fees and penalties and resume processing when customers default; send notices summarizing plan monthly installment amounts and due dates; and provide City staff with the

ability to easily view and search payment plan details including next payment due date, remaining payments until completion etc.

For citations placed on a standard payment plan the PCPS must assess a \$25 payment plan fee; monthly payments cannot exceed 18 months; send notices summarizing plan monthly installment amounts and due dates; and provide City staff with the ability to easily view and search payment plan details including next payment due date, remaining payments until completion etc.

J. PAYMENT REQUIREMENTS

1. All payment options must be PCI compliant and Proposal must include proof of compliance and continue to provide the City proof of compliance on an annual basis. The Application must record each part of a payment in the correct field. Each amount due and associated payment is made up of two or more distinct amounts (e.g. Base Fine and State Surcharges) and each distinct amount must be kept in separate fields within the PCPS. Currently the City amounts due (and associated payments) range from two (2) distinct amounts to eight (8) distinct amounts. The Application must be able to apply payments, based on City provided hierarchy rules, in separate fields including:

- Base Fine Amount
- Incremental Fine Amount – (e.g. PC § 1465.5 disabled placard)
- Late Fee 1 – regular
- Late Fee 1a – Administrative Fee (CVC § 40226)
- Late Fee 1b – Reduced Fine (CVC § 40225)
- Late Fee 2
- State Surcharge – preferably splitting them each out
- 50/50 split of CVC 5204 , et al
- 80/20 split of CVC 22507.8, et al
- Administrative Fee (CVC § 40226) – in lieu of fine for failure to display placard
- Reduced Fine (CVC § 40225) for CVC § 520
- Low income payment plan fee
- Payment plan fee
- Collection Referral Fee – for DMV hold/lien
- Overpayment

The Application must be able to accommodate refunds (out of an overpayment field), payments returned/reversed, and payment transfers. The Application must be able to interface with the City's financial reporting system SAP to process customer refunds. Please see section G, *PCPS Interface Requirements*, RFP for further information.

The Application must be able to accommodate partial payments and full payments. The Application must be able to post a partial payment in accordance with City provided business rules depicting payment hierarchy. The Application should be able to accommodate payment plans, allowing a citation to follow a modified process rather than the standard timeline.

The Application must be able to record the type (e.g. cash, check, credit card) and source (e.g. OTC, web, mail, IVR) of payment. The Application must record check number and the last four (4) credit card numbers.

The Application must display all citations associated with one payment (“related payments”).

The City currently uses Bank of America for all parking citation deposits. That contract expires May 1, 2024.

2. Cashiering/Over the Counter (OTC). The Parking Administration has one lobby with two (2) cashier stations. The Application must accept the following payment types:

- Cash
- Check
- Debit/Credit Card (Visa, MasterCard, Amex, Discover)
- Money order

The Application must have the ability to apply payments to:

- Parking Citations- including a skeletal record where a citation is not yet in the Application
- Parking Permits (residential & special vehicle types as needed)
- Pre-paid parking meter cards [Parking cards are sold in amounts between \$10 and \$45 and are provided by IPS Group, INC. The Application does not need to refresh pre-paid cards, only accept payment for these cards, and any other non-citation related payment.]
- Any other non-citation item as needed and defined by the City [current examples include pre-paid parking cards and accounts in collections].
- Payment Plans- must be able to apply partial payment or split payment

The Application must have the ability to:

- Create a skeletal record for citations and permits without applying payment
- List other outstanding citations by license plate
- Prohibit applying a payment to a citation that has been referred to collections
- Reprint receipts multiple times per account as needed
- Link cash drawer to Application and opens when appropriate for cash and check payments
- Integrate with bar code scanner, populating citation data when bar code is scanned
- Search by specific payment plan number
- Keep a full transaction history of all payments, voids, and refunds that are associated with a particular transaction and by user
- Each station must be able to produce a detailed receipt listing each transaction including citation number/permit type & number, parking card number, amounts due, amounts tendered, and change given
- Detailed cashiering reports detailing the same in aggregate must also be provided
- Cashiers must also be able to produce their daily reconciliation reports from the terminal
- Cashiering stations should also notify the cashier and supervisor when cash drawers exceed a specified amount so excess cash can be secured
- Cashiering stations must be able to combine both the receipt data and payment data for later bank review (chargebacks) via individual transaction reports
- The receipt must be customizable to include City of San Diego specific information, such as receipt type, address and phone number
- The Application cashiering function must be able to account for payments on items other than parking citations (such as parking permits, parking meter cards, etc.) for daily reconciliation

3. Online Payment Site/IVR. Proposer must offer fully hosted online payment site and IVR that updates the Application in real time. The payment site and IVR must be PCI compliant as set forth in Attachment 7, Payment Card Industry Data Security Standards (PCI DSS). The payment site and IVR must prohibit (block) payments on parking citations that have been referred to the Delinquent Accounts Program and it must redirect customers to the Delinquent Accounts Program's payment site. Payment site must be able to locate payment by payment plan number and accept a partial payment. The payment site and IVR must be able to accept and restrict by type of credit card based on what payment methods are accepted by the City. Current credit card brands accepted by the City are Visa, Mastercard, Discover, and American Express. Payment site must be customizable to the City's standards, such as using City banner.

4. Mail/Lockbox. The PCPS must provide a verifiable remittance processing system capable of handling approximately 100,000-120,000 payments received through the mail annually. The actual lockbox and payment processing service can be provided by the Proposer or a subcontractor of the Proposer. The Application must be able to accept the payment data, including imaged payment documents, from the party providing the actual lockbox/payment processing services.

See section I. Citation Processing Requirements, #10, *Lockbox / Payment Processing* for more information.

5. DMV. The Application must be able to send accounts for DMV holds where appropriate based on State defined rules and send and receive payment information to/from the CA DMV and record each field of data provided by the CA DMV including, but not limited to, payment date, payment method, and payment amount. The Application must also separately record the date CA DMV payment was posted to the Application. DMV payments should be recorded daily, if possible, but at a minimum at least once per month.

6. Delinquent Accounts. The Application must be able to accommodate inbound and outbound files to/from the City of San Diego's delinquent accounts (collections) system. The Application must be able to stay fully reconciled (in sync) with the collections system including payments, transfers, waives and cancelations. Please see section G, *PCPS Interface Requirements* for further information.

K. ONLINE SERVICE REQUIREMENTS

Integrated Online Self-Service Options: Proposal must include the following online self-service options that fully integrate on a real time basis with the Application:

- Payments – Proposal must include a fully hosted 3rd party Payment Card Industry (PCI) Compliant online payment application. Proposal must state if the Proposer holds the contract agreement with the financial gateway provider. Proposal must include a detailed flow of funds from acceptance by the online application to fully settled in the City's merchant account. Proposer must describe and diagram the data flow of how web payments are authorized, processed, and settled. Proposer must identify all additional third parties involved in the transactions. The web application must update the payment data to Proposer's Application and deposit the payments to the City's designated financial institution within twenty-four (24) hours of acceptance.
- Customers with citations referred to the Delinquent Accounts Program must be blocked from paying online and redirected to Delinquent Accounts Program online payment site.

- Request for Administrative Review – This online self-service option must accommodate attachments including photographs, must automatically suspend the citation in the Application and must be able to reject requests that are past the established due date.
- Request for Administrative Hearing – This online self-service option must require payment in full, must accommodate attachments, must automatically suspend the citation in the Application, must reject requests that are past the established due date and must allow customers to schedule their own hearing date as well as reschedule their hearing date once.
- Citation Status – This online self-service option must provide real time data from the Application for customers to view citation status (e.g. amount due, pending appeal, paid in full) as well as display officer photos. The Application must also display appeal and hearing decision results and any relevant due date information.
- Permits – The online self-service option will provide online parking permit application and renewal. Details regarding permits in San Diego can be found in section M. *Permit Processing Requirements* below.

Additional online services desired include:

- Instant messaging/chat preferably integrated with the Proposers IVR (Please see – *section I. Citation Processing Requirements, #11, IVR*, for more information on IVR) with the chat string automatically recorded in the Application notes.
- Request to Transfer Liability (TOL) – This online self-service option must not update Application automatically, but rather be a request only pending review and approval from City. The online request must suspend the citation pending review and approval and customers must be able to attach documents to their request. If a TOL is approved the citation must be unsuspending and proceed through normal timeline, allowing new responsible party all due process including the ability to request an administrative review (via online request or other approved means to request). It is highly desired if the TOL is approved by the City the changes will interface automatically through a batch import.

L. DOCUMENT MANAGEMENT REQUIREMENTS

Proposals must include a document management component for the electronic imaging of various parking citation, parking permit and payment documents, indexed by citation number and license plate. The Proposer’s PCPS must have an integrated document management component or be able to integrate with a third party.

All parking citation related documents including photographs should be scanned into and viewable within the Application, indexed (searchable and viewable) by citation number, permit number and license plate. Scanned documents should be viewable and indexed in the Application within forty-eight (48) hours of receipt. Original documents must be returned to the City within five (5) business days. Scanned documents must be categorized by City established subject (such as “appeal” or “fix it”) and tracked by processor (staff username). Documents awaiting review must be in an “active” queue and once reviewed receive an updated status such as “closed”. All scanned documents regardless of status should be viewable in the Application in accordance with City established

document retention policy. Currently the retention policy requires documents less than three years old be immediately available and those greater than three years old can be archived but must remain available upon request up to five years old.

M. PERMIT PROCESSING REQUIREMENTS

The Application must be able to track the issuance of parking permits and related payments. The Application must store customer information including name, address and vehicle information such as plate number, make, model, and VIN as well as permit information such as permit number, permit area, permit year, issue date, and expiration date. The Application must prohibit the issuance of a parking permit if the vehicle has outstanding citations. The Application must initiate annual renewal notices based on permit area expiration. Permit issuance is restricted to specific addresses within each defined area. The Application must be able to house and manage all addresses within City Residential Permit areas to ensure permits are issued accurately to valid addresses only. The Application must be programmable to track and restrict permit issuance in accordance with City provided business rules (such as a quantity limit, and address by area as listed above). Parking permit application and renewal/payment must be available online (Please see Attachment 5, Notice and Citation Samples, for detailed business requirements). Currently, the City performs its own parking permit fulfillment (issues physical permit in person or by mail to customer). Proposer is not required to offer fulfillment. If Proposer does offer fulfillment, the Proposal can include a description and pricing for this service.

Currently, the Parking Administration Program administers two parking permit programs. Under the Residential Parking Permit program, permits are valid for one year (renewed annually). Residents must submit proof of residency. There are five unique areas and verified residents can purchase up to the maximum allowed by City's Municipal Code. Residential Parking Permit types include decal, visitor and temporary. Cost per permit ranges from \$7 to \$9. The City also administers a Temporary Overnight Recreational Vehicle Permit (TORVP). Permits are good for 24 hours and cost \$1.00. Please see Attachment 6.

N. REPORTING REQUIREMENTS

The Application must have robust reporting capabilities including a library of standard reports as well as the ability of City staff to create and save custom reports. The standard reports must allow City staff to choose the date range, filter by issuing agency and filter by in state and out of state. The custom (or 'ad hoc') reporting feature must allow City staff to choose the fields, link tables and choose date range desired. The date range picker must allow for and distinguish between citation issue date and transaction/posting date. Both standard and custom reports must be exportable to Microsoft Word and Excel and Adobe PDF. Reports must run on demand or be programmed to run automatically (per an established schedule) and emailed to a distribution list.

The standard and/or custom reports must address the following:

- Citation Issuance
 - By Issue Date
 - By Officer
 - By Location
 - By Violation Code
 - Mismatch – DMV vehicle make does not match officer vehicle make

- Citation Processing
 - Adjudication/Appeal
 - Administrative Review Request Received, Accepted and Denied
 - Hearing Requests Received, Accepted, and Denied
 - Superior Court Request Received
 - Citations Upheld and Citations Dismissed (at each level of appeal)
 - Citations Upheld and Citations Dismissed by user name
- By Processor (User) Name
 - Voids, Dismissals and Waives
 - By Username
 - By Reason
 - Change of Citation Status
 - User Activity
 - DMV Holds
- Payments & Revenue Distribution
 - A report or series of reports that identifies payments received during the period (date range) split by issuing agency as well as split by:
 - Base Fine Amount
 - Incremental Fine Amount – (e.g. PC 1465.5 disabled placard)
 - Late Fee 1
 - Late Fee 2
 - State Surcharge – preferably splitting them each out
 - 50/50 split of CVC 5204 et al
 - 80/20 split of CVC 22507.8 et al
 - Administrative Fee (CVC 40226) – in lieu of fine for failure to display placard
 - Reduced Fine (CVC 40225) for CVC 5204
 - Collection Referral Fee – for DMV hold/lien
 - Payments Received by payment source (OTC, Lockbox, DMV, Collections, etc)
 - Payments Received by payment type (cash, check, credit)
 - Financial Reconciliation Reports – series of reports for use in reconciling all monies deposited to the City by payment source and payment type
 - Cashiering Reports – report(s) necessary to balance multiple cash drawers at day or shift end
 - Overpayment Report
 - Outstanding Citation Receivables
 - Multiple Citation
 - By Vehicle License Plate
 - By R/O
 - Scofflaw Listing
 - Payments Received
 - From Citation on Windshield
 - From Notice
 - From Notice 2
 - Parking Permits
 - Permits Issued by Area
- Errors and Exceptions
 - No RO
 - Citations with RO and no notice 1
 - Citations with RO and no notice 2
 - Duplicate citations numbers

- Incomplete citation data
- Skeletal payments received, matched and not matched
- Payment PlanLow income payment plan summary and detail
 - Ability to run on select license plate/customers or in aggregate
- Standard payment plan summary and detail
 - Ability to run on select license plate/customers or in aggregate
- Any and all reports necessary to fully reconcile vendor monthly invoice for services

O. INSTALLATION, TESTING AND ACCEPTANCE

1. Application Development and Configuration. The Proposer must configure the PCPS to meet functional and performance requirements, including multiple user environments; all interfaces (internal and external); and the security environment. The task will be considered complete when the City Project Manager provides formal sign off.

2. Customer Acceptance Testing. The following considerations and responsibilities apply:

- Proposer must work with City Project staff to develop a comprehensive test plan. The plan or guide must include both functional and technical process testing procedures and benchmarks
- Proposer must demonstrate through an acceptance process stress test that PCPS performs as required from various remote facilities and demonstrate the PCPS meets or exceeds the City's functional requirements
- The final acceptance test must use the City of San Diego approved data and include report generation
- The final acceptance test must exercise all functionality and components successfully.
- Proposer must test back-up/fail over/recover features successfully
- The failure of any specific portion of a test will require that the entire test be rerun, not just the failed portion of the test
- Customer acceptance testing will be considered complete when the City Project Manager provides a formal written sign off

3. Cut-Over and Acceptance. Proposer must work with the City and any identified service providers to develop and execute a cut-over plan that will provide minimal interruption to City operations. The cut-over plan will be reviewed and signed off by the City prior to the execution.

4. Stabilization Phase. After final production acceptance, the PCPS will move into the stabilization phase. This phase begins after final acceptance and certification by the City that the PCPS is ready for production use. During the stabilization phase, Proposer's project team will work with the City to provide support for user needs, assist with additional training and make necessary Application changes. Proposer will also complete any outstanding bug fixes identified as acceptable for go-live.

5. Post-production Maintenance and Support. The PCPS must move into maintenance and support mode upon the termination of the stabilization period.

6. Consulting Services. The City may require consulting/programming services for customization efforts related to PCPS after implementation. These services will be outlined in a Statement of Work (SOW) which will include, but not limited to the following: business

requirements, cost, and timeline. All services required for each Statement of Work must commence when and as directed by the City in writing.

P. PROPOSER'S IMPLEMENTATION PLAN

1. Implementation Work Plan and Project Management. Within ten (10) business days of the completion of the kickoff, Proposer will provide the City with a revised Project Implementation Plan showing approach, level of effort, task listing and breakdown structure, major milestones and time to completion. The work plan, milestones and deliverables will include a delivery/completion schedule that clearly identifies the deliverables and the time of delivery. The work plan must address implementation of each of the subsequent phases of the project. The City considers cut-over planning to be the most critical aspect of delivering the PCPS and must therefore be incorporated into all tasks from the inception of the project to post cut-over monitoring.

Proposer must submit its Work Plan as a Gantt chart utilizing Microsoft Project, itemizing tasks from Project Preparation through Postproduction Maintenance and Support.

Proposer must also prepare a risk assessment and mitigation plan for the project. Risks should be identified with their associated probability and impact. The proposer and City will work together to prioritize the identified risks and document mitigation steps.

Proposer will assist the City project team in evaluating the existing business processes. PCPS will be implemented based on the identified processes. If an existing process can't be implemented, Proposer will provide an alternative process, or a solution to work around the existing process with the PCPS.

Proposer will provide weekly updates on project status to the City Project Manager to include all completed or pending actions, status of deliverables, variances from work plan projections, planned versus actual delivery dates, etc.

Project implementation deliverables must be considered those work products that are to be delivered to the City such as status reports, draft documents, data, functional and technical specifications, test plans, training materials and meeting presentations.

It is expected that all project implementation deliverables will be developed and delivered using standard Microsoft Office products. Any exceptions must be identified in the proposal and accepted by the City.

All deliverables and resulting work products from the award of this RFP will become the property of the City.

Proposer will participate in monthly project steering committee meetings with the City Project Manager to communicate project status to executive sponsors and key stakeholders.

Discussion with and approval by City Project Manager will be required to finalize the plan and effective dates.

2. Project Implementation Steps

Step 1: Project Kick-Off

Step 2: Project Preparation

- Step 3: Finalize business requirements
- Step 4: Configuration, Application Development and Interfaces
- Step 5: System Testing by Proposer
- Step 6: Customer Acceptance Testing
- Step 7: raining
- Step 8: Cut Over and Acceptance
- Step 9: Stabilization Period
- Step 10: Post-Production Maintenance and Support

3. Key Deliverables

1. Project Management Plan and its associated sub-plans including but not limited to project schedule, risk management plan, communication plan, issue and action item management plan, RACI matrix.
2. Functional Requirements
3. Application Configuration Document
4. Final Detail Design Document
5. Configure/Develop the new system
 - a. Necessary Customizations
 - b. Interfaces to the external systems
6. Training Plan, Training Administration and Setup
7. End User Training
8. Testing Strategy/Test Plan
9. Data Conversion and Migration
 - a. Data Conversion and Migration Plan
 - b. Develop Data Conversion and Migration Programs
 - c. Conversion Test Results Report
 - d. Converted Data
10. User Acceptance Test Plan - The Proposer shall assist the City in preparing a User Acceptance Test Plan after successful completion of System testing conducted by the Proposer. The User Acceptance Test, shall include, but not limited to:
 - a. Detailed descriptions of the purpose and expected results of each User Acceptance Test
 - b. Test Scripts
 - c. Testing of automated and manual processes
 - d. Automated file transfers testing and validation whether internal to City or to external Agencies
11. System Documentation Plan
 - a. Prepare and provide user documentation like user manuals etc
 - b. System cutover and permanent site installation plan
12. Post-Implementation Review Report
 - o Following System Cutover to Production Use at the City site, the Proposer shall collect and evaluate results of operation to assess the success and shortcomings of the System implementation efforts.
 - o The Proposer shall prepare and submit to the City a Post- Implementation Review Report, which shall evaluate the System cutover and implementation process and, at a minimum, include the following:
 - o Comparison analysis of actual versus planned completion of project subtasks.
 - a. Anticipated versus actual resources required.
 - b. Business and Systems lessons learned.

- c. Suggested guidelines for installation of future phases and enhancements.
- d. Pitfalls to avoid in the future.
- e. Suggested system development methodologies for future enhancements.
- f. Suggested resolutions or tools to use for future enhancements.
- g. User Feedback

Q. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

R. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer. References shall be provided in accordance with the attached form.

Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past seven (7) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

S. PRICE SCHEDULE

City's Estimated Need: Estimated volumes are all outlined in Attachment 3, Pricing Workbook. Proposer must list all pricing using the Pricing Workbook (Attachment 3).

1. Pricing Workbook- Instructions

Bidders are required to submit their bid prices on the City's Pricing Workbook "(Pricing Workbook)" herein attached as Attachment 3. The Pricing Workbook must be completed in full. Only the City's Pricing Workbook will be accepted. Any deviations from the Pricing Pages may be considered non-responsive and unacceptable.

Price will be based upon the proposed "Total Price" for the contract term, including any escalation if applicable. Pricing shall be inclusive of all costs associated with the overall management and operation of the solution. No other charges will be considered.

Blanks in the Pricing Workbook will be interpreted as zero (0) and no price will be allowed upon the closing date of this RFP.

T. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

PAYMENT CARD INDUSTRY DATA SECURITY DOCUMENTS

- 1. Contractor Certification.** Contractor certifies that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. Contractor will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). Contractor will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standards. In addition, Contractor shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the Contractor's facilities and all pertinent records as deemed necessary by the City to verify Contractor's compliance with the PCI DSS requirements.

- 2. Data Security.** Contractor acknowledges responsibility for the security of cardholder data as defined within PCI DSS standards. Contractor shall undergo independent third-party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, Contractor will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of this Contract.

- 3. Use of Data.** Contractor acknowledges and agrees that Contractor may only use cardholder data for completing the work as described in the Contract Specifications consistent with PCI DSS standards or applicable law. Contractor shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the Services.

- 4. Notification Requirements.** Contractor shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. Contractor agrees to assume responsibility for informing all affected individuals in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101
Cybersecurity@sandiego.gov
619-533-4840

5. Indemnity. Contractor shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or Contractor's failure to maintain PCI DSS compliance standards.

6. Payment Card Industry Data Security Standards (PCI DSS) Form. Each item on the PCI DSS form (Attachment 7) shall be initialed by the bidder and submitted with bid response documents.

U. ADDITIONAL INSURANCE

- 1. Cyber Liability Insurance.** Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Bidder in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, 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.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. 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 and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

ATTACHMENT 1 - Interface Requirements

The interfaces listed below are in scope for this effort: Internal City Systems

- Recording of Daily Deposits and Revenue
 - Interface to SAP General Ledger – Exhibit A
- Refund Processing
 - Interface to SAP Accounts Payable Module (Vendor creation) – Exhibit B
 - Interface from SAP Accounts Payable Module (Vendor Load) – Exhibit B
 - Interface to SAP Accounts Payable Module (Create Invoice for refunds) - Exhibit C
 - Interface from SAP Accounts Payable Module (Receive Payment Information) – Exhibit D
- Delinquent Accounts (DA)
 - Interface to DA for new referrals (citations that have met certain criteria) - Exhibit E
 - Interface to DA include all payment and fee activity – Exhibit F
 - Interface from DA to include all payment and fee activity - Exhibit G
- Rental Car Fleet Interface - Exhibit H

File headers and footers will be used as controls to ensure transmission success. Error handling and reporting will be required for all interfaces.

RESPONSIBILITY MATRIX FOR INBOUND FILES TO VENDOR APPLICATION	Proposer	City
A=Accountable, C=Contributing,		
1.1 Perform requirements analysis	C	A
1.2 Provide interface functional specifications to vendor including, but not limited to: File formats, Data formats, Data Elements, Run frequency	C	A
1.3 Develop Extract Process	C	A
1.4 Create flat files in text data format	C	A
1.5 Deliver files to a staging platform accessible to Vendor	C	A
1.6 Develop Technical Specification to process inbound data from approved functional design	A	C
1.7 Develop custom program to retrieve and process data in accordance with the technical specification	A	C
1.8 Perform Unit Testing of Inbound Interface File	A	C

RESPONSIBILITY MATRIX OUTBOUND FILES FROM VENDOR APPLICATION	Proposer	City
A=Accountable, C=Contributing,		
2.1 Perform requirements analysis	C	A
2.2 Provide interface functional specifications to vendor including, but not limited to: File formats, Data formats, Data Elements, Run frequency	C	A
2.3 Develop Technical Specification for extract process from approved functional design	A	C
2.4 Develop extract process in accordance with technical	A	C

RESPONSIBILITY MATRIX OUTBOUND FILES FROM VENDOR APPLICATION A=Accountable, C=Contributing,	Proposer	City
specifications		
2.5 Create flat files in text data format	A	C
2.6 Deliver files to a secure staging platform accessible to City interfacing department	A	C
2.7 Perform Unit Testing of Outbound interface File Creation	A	C

EXHIBIT A**Recording of Daily Deposits and Revenue - SAP Interfaces Requirements**

All Interfaces must be able to send and receive encrypted Files using a secure FTP server.

There are 5 different Interface requirements below, one (1) for general ledger reporting, and four (4) that will allow for the automation of Refunds.

SAP General Ledger Interface

Description: The Application will need to generate a fixed file of all transaction activity for the day (day cutoff time to be determined). Interface must have the ability to reconcile to bank deposit entries. For instance, if there are multiple sources for cash and/or credit card deposits, the interface must have the ability to record the deposits in the same method. The file will need to be formatted with the following information.

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. File header = "0".
Date	8 char	8 character date in yyymmdd format representing the date of the file,
Time	6 char	6 character time in hhmmss format representing the time the file is created (allowing multiple files to be created per day and keeping them unique)

Batch header

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. Batch header = "1".
Reference	16 char	Reference for the Journal document. Left justify.
Text	25 char	Additional information to appear on the journal document. Left
Count	4 char	Number of line items for this journal document. Right justify or pad with

Line items

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. Line item = "2".
GL account	10 char	General Ledger account. Right justify or pad with leading 0's.
Dr/Cr indicator	1 char	Identifier for debit or credit, "s" or "S" = debit, "h" or "H" = credit.
Amount	23 char	Amount to be posted to this accounting string, includes decimal places
Fund	10 char	Fund. Right justify or pad with leading 0's.
Functional Area	16 char	Value used in CAFR reporting to provide a further breakout of expense
Cost centre	10 char	Departmental identifier (only one of the fields cost centre, WBS or Internal order will have a value for a line item)

Attachment 1

Field	Size/Type	Description
WBS	24 char	Project WBS element (only one of the fields cost centre, WBS or Internal order will have a value for a line item). Left justify.
Internal order	12 char	Internal order (only one of the fields cost centre, WBS or Internal order
Assignment no.	18 char	Assignment number. Left justify.
Text	50 char	Line item text, used internally for CoSD. Left justify.

File footer

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. File footer = "3".
Record count	6 char	Count of all records in the file including file header and file footer, all
Batch count	4 char	Number of journal documents (batch header records) in the file. Right

EXHIBIT B**SAP Refund Processing**

Description: The Application will process refunds through our SAP Accounts Payable module. There are 4 steps in this process.

- Create Vendor
- Load Vendor information
- Create the Invoice
- Load Payment information

Create the Vendor

Description: The Application will need to generate a fixed length file with the following information in order to create a vendor in SAP.

File header

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. File header = 0
Date	8 char	8 character date in yyymmdd format representing the date of the file
Time	6 char	6 character time in hhmmss format representing the time the file is created (allowing multiple files to be created per day and keeping them unique)

Line items

Field	Size/Type (Max)	Description
Identifier	1 char	Identifier for the record type. Line item = 1
Account Group	4 char	Vendor Account Group – STND, EMPL, ALTP
Name 1	40 char	Vendor Name
Name 2	40 char	Overflow of Name1 or secondary name info
Search Term	20 char	Search Name or Short Name – concatenated without spaces
Street Number	10 char	<i>Mailing Address – Street Number</i>
Street Name	60 char	<i>Mailing Address – Street Name</i>
City	40 char	<i>Mailing Address – City</i>
State	3 char	<i>Mailing Address – State (follows standard USPS 2 character)</i>
Zip code	10 char	<i>Mailing Address – Zip code</i>
Country	3 char	<i>Mailing Address – Country (US for USA)</i>
Authorization	4 char	Required for EMPL vendors – (EMPL)
Corporate Group	10 char	<i>Four Character identifier, i.e. TTCS, RTAX, ITSS, if applicable</i>

Field	Size/Type (Max)	Description
Tax Number 1	16 char	Social Security # Only one tax number is required for STND (not required for EMPL or ALTP)
Tax Number 2	11 char	Employer ID# Only one tax number is required for STND (not required for EMPL or ALTP)
Personnel Number	8 char	Employee Personnel Number – Required for EMPL vendors
Payment Term	4 char	Standard Payment term is NE30

File footer

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. File footer = 2
Record count	6 char	Count of all records in the file including header and footer

Load Vendor information

Description: The Application will have to import and store the following vendor information to be used when generating a vendor invoice for a refund in SAP:

Field	Size/Type	Description
SD Vendor ID	10	Vendor number
Firm/Vendor Name	35	Vendor name
Firm/Vendor Phone	10	Vendor phone number
Vendor Status	1	'A' for active vendors 'I' for inactive (blocked) vendors
Vendor Alpha	3	Blank
Tax ID	9	TIN number or SSN number (A vendor record must only have one or the other, but not both)
Updated Date	8	Creation or change date of the vendor record, it will be the same as the date the interface file is created.
Address 1	38	First address line (street and number) or PO Box information
Address 2	38	We are only using 1 address line in SAP, additional information is being captured in the name 2 field (DBA, C/- etc)
City	20	City for the street address or PO Box
State	2	State of the street address or PO Box
Zip code	9	Zip code of the street address or PO Box
Export to Bill Review	1	Blank

EXHIBIT C**SAP Refund Processing- Create Vendor Invoice**

Description: The Application will have to generate the file below to create an Invoice in SAP:

File header

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. File header = 0
Date	8 char	8 character date in yyymmdd format representing the date of the file
Time	6 char	6 character time in hhmmss format representing the time the file is created (allowing multiple files to be created per day and keeping them unique)
Count	4 char	Number of invoices (batch header records) in the file

Batch header

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. Batch header = 1
Vendor	10 char	SAP vendor number
Amount	13	Amount of the invoice including decimal places e.g. 123456.78
Invoice date	8 char	8 character date representing the date from the invoice. Format yyymmdd This can be a different date than that used in the file header.
Reference	16 char	Reference to the vendor invoice
Allocation	18 char	Reference field currently only used are: ITSS GLTS TTCS SDGE SDPC CELL RTAX
Payment method	1 char	Identifier for the type of payment to be used. Currently only VOS has been identified to use this field (other interfaces will use the default value from the vendor master record so this field will be blank). Values identified for VOS are: C – Check payment (standard) F – Check with legal message regarding fraud (Workers Compensation)

Attachment 1

Field	Size/Type	Description
Payment Supplement	2 char	Identifier for the type of payment to be used. Currently only VOS has been identified to use this field (other interfaces will use the default value from the vendor master record so this field will be blank). C1 – Hold Check for pickup T1 – ACH-CTX T2 – ACH-CCD T3 – ACH-PPD
Withholding Tax Code	2 char	Identifier for the type of 1099 reportable income. Withholding tax code defaults from the vendor master record, but can be overridden at the transaction level, if needed. Currently, only VOS has been identified to use this field (other interfaces will use the default value from the vendor master record so this field will be blank). Relevant values identified for VOS are: 06 Medical and Healthcare Payments 07 Nonemployee Compensation 14 Gross Proceeds Paid to an Attorney
Text	50 char	Additional information to appear on the remittance advice to the vendor when the invoice is paid. If the contents of this field are to be included in the remittance advice then a preceding ‘*’ is required
Count	4 char	Number of GL line items for this invoice

Line items

Field	Size/Type	Description
Identifier	1 char	Identifier for the record type. Line item = 2
GL account	10 char	Expense General Ledger account to be charged
Dr/Cr indicator	1 char	Identifier for debit or credit, s = debit, h = credit (invoice will be a debit)
Amount	13 char	Amount of the invoice to be posted to this accounting string, includes decimal places e.g. 123456.78
Cost centre	10 char	Departmental identifier (only one of the fields cost centre, WBS or Internal order will have a value for a line item)
Fund	10 char	Fund
Functional area	16 char	Value used in CAFR reporting to provide a further breakout of expense type and department
WBS	24 char	Project WBS element (only one of the fields cost centre, WBS or Internal order will have a value for a line item)
Internal order	12 char	Internal order (only one of the fields cost centre, WBS or Internal order will have a value for a line item)

Attachment 1
EXHIBIT D

SAP Refund Processing - Load Vendor Payment information

Description: The Application will have to import the following SAP payment information to track that the refund was generated:

Field	Size/Type	Description
DP Number	12 char	The SAP invoice document number.
Vendor Number	10 char	SAP vendor number
External Reference Number	15 char	External reference field
Check status	1 char	Leave blank
Check date	10 char	Date the payment is made. Format yyyy-mm-dd
Check number	7 char	Check number
Amount	8 plus decimal	Format 11111111.11

EXHIBIT E**Delinquent Accounts Program - Interfaces Requirements**

All Interfaces must be able to send and receive encrypted Files using a secure FTP server. There are 3 Interface file specifications below, one (1) New Referrals, two (2) Parking Application payments and fee activity and three (3) Collection payment and fee activity.

New Referrals and Return to Department

Description: The Application will need to generate a tab-delimited file with all citations that meet a certain criteria defined by the City of San Diego. This file is also used to identify citations that need to be cancelled in the Delinquent Accounts System. Business rules, layout and format will be finalized during functional design. The file must include, but not limited to the following data fields:

Item No	Description	Sample Field Format
1	Ticket Number	Char
2	Issue Date	YYYYMMDD
3	Issue Time	HHMM
4	Location Description 1	Char
5	Location Description 2	Char
6	License Plate Number	Char
7	License Plate State/Province	Char
8	License Plate Type	Char
9	License Exp Date	YYYYMMDD
10	VIN	Char
11	Vehicle Make	Char
12	Vehicle Model	Char
13	Vehicle Style	Char
14	Vehicle Year	YYYY
15	Responsible Party Last Name	Char
16	Responsible Party First Name	Char
17	Responsible Party Middle Name	Char

Attachment 1

Item No	Description	Sample Field Format
18	Responsible Party Good Address	Char
19	Responsible Party Street Address 1	Char
20	Responsible Party Street Address 2	Char
21	Responsible Party City	Char
22	Responsible Party County	Char
23	Owner State/Province	Char
24	Responsible Party Postal Code	Char
25	Responsible Party Gender	Char
26	Violation Code	Char
27	Violation Description	Char
28	Total NSF	9000.00
29	Amount Due	9000.00
30	Due Date	YYYYMMDD
31	CALCULATED1	9999.99
32	Record Status	Char
33	Record Status Date	YYYYMMDD
34	DMV Hold Status	Char
35	DMV Hold Status Date	YYYYMMDD
36	Sent to Collection Date	YYYYMMDD
37	Collection Agency Name	Char

Attachment 1

Item No.	Description	Sample Field Format
38	Violation Fine amount due	9000.00
39	Notice 1 Send Date	YYYYMMDD
40	Notice 2 Send Date	YYYYMMDD
41	Late Fee 1 Set Date	YYYYMMDD
42	Late Fee 2 Set Date	YYYYMMDD
43	Late Fee 1 amount due	9000.00
44	Late Fee 2 amount due	9000.00
45	Admin Fee due	9000.00
46	Referral Fee due	9000.00
47	Copy Fee due	9000.00
48	NSF fee due	9000.00
49	Total Voided	9000.00
50	Total Waived	9000.00
51	Total Dismissed	9000.00
52	Total Paid	9000.00
53	PPS	Char
54	Agency designator	Char
55	Return to Department Indicator (only used if recalling the citation from Collections)	Char
56	Responsible Party update (Only used if Responsible party has been changed)	Char

EXHIBIT F**Delinquent Accounts Program - Parking Application Payment and Fee Activity**

Description: The Application will need to generate a tab-delimited file with all payment and fee activity related to citations that have been referred to Collections. The amounts reported must be broken out by fine and/or fee. Business rules, layout and format of the fields will be finalized during functional design. The file must include, but not limited to the following data fields:

Item No	Description	Sample Field Format
1	Issue Date	YYYYMMDD
2	Citation Number	Char
3	License Plate Number	Char
4	License Plate State/Province	Char
6	Transaction Effective Date	YYYYMMDD
7	Total Credit Amount	9000.00
8	Total Waived	9000.00
9	Violation Fine Amount	9000.00
10	Late Fee 1	9000.00
11	Late Fee 2	9000.00
12	Admin Fee	9000.00
13	Referral Fee	9000.00
14	NSF	9000.00
15	Payment Type (cash, credit card)	Char
16	Agency Designator	Char
17	Fee or Payment Indicator	Char
18	Current Status of Citation	Char

Attachment 1
EXHIBIT G

Delinquent Accounts Program - Payment and Fee Activity from Delinquent Accounts

Description: The Application will need to be able to receive and process a file with all payment and fee activity related to citations that have been referred to Collections. A payment hierarchy defined by the City will be followed. The amounts reported must be broken out by fine and/or fee. Business rules, layout and format of the fields will be finalized during functional design. The file must include, but not limited to the following data fields:

Item No	Description	Sample Field Format
1	Ticket Number	Char
2	License Plate Number	Char
3	License Plate State/Province	Char
4	Transaction Source	Char
5	Outside Source	Char
6	Batch ID (could be used for Collection Batch ID)	Char
7	Transaction Effective Date	YYYYMMDD
8	Total Credit Amount	9000.00
9	Fine Amount	9000.00
10	Late Fee 1	9000.00
11	Late Fee 2	9000.00
12	Admin Fee	9000.00
13	Total Waived Amount	9000.00
14	Referral Fee	9000.00
15	NSF Fee	9000.00
16	Payment Type (Cash, Credit Card)	Char
17	CUBS Batch ID	Char
18	CUBS Acct ID	Char
19	Payment/Fee Indicator	Char

EXHIBIT H

Rental Fleet Interface Specifications

Description: The application will need to produce and process files to and from rental fleets. The fields, business rules, layout, transmission, frequency and format of these interface files will be identified during the functional design phase.

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ADMINISTRATIVE REGULATION

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1. PURPOSE

- 1.1. To establish a policy to ensure the confidentiality and protection of *Sensitive Information* against unauthorized use; to establish procedures to control access to *Sensitive Information* so that it is only accessible by *Authorized Persons*; and to establish safeguards to ensure the appropriate use of *Sensitive Information* by *Authorized Persons*.
- 1.2. To define responsibility and procedures for granting *Authorized Persons* access to *Sensitive Information*.
- 1.3. To define processes by which access to *Sensitive Information* is administered and to develop control points in compliance with City policy.

2. SCOPE

- 2.1. This policy applies to all City employees in all City departments, including independent departments as authorized by the signing authorities below; and to City volunteers, contractors, vendors, and other individuals granted access to *Sensitive Information* under the City's control by the nature of their support or service functions.
- 2.2. This policy and procedures apply to all Sensitive Information created, owned, stored, managed or under the control of the City of San Diego, regardless of the media which contains the Sensitive Information, including but not limited to paper, microfilm, microfiche or any analog or digital format.
- 2.3. Nothing in this Administrative Regulation supersedes any stricter requirement(s) set by other authorities (i.e., local, state, and/or federal laws, rules or regulations), such as obtaining or retaining employment in a law enforcement agency; nor does this Administrative Regulation supersede any applicable, stricter rules, regulations or policies that affect access to or use of *Sensitive Information*. In such cases, the department head must ensure implementation or application of any such superseding rules, regulations or policies include adequately strong internal controls over *Sensitive Information*.

(Supersedes Administrative Regulation 90.64, Issue 1, effective July 1, 2009)

Authorized

(Signature on File)

CHIEF OPERATING OFFICER

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3. DEFINITIONS

- 3.1. Appointing Authority - An unclassified, management-level position designated by the department head or higher who has the authority to grant permission for an employee or individual to be authorized for access to *Sensitive Information*.
- 3.2. Authorized Person - An employee or other individual who is granted permission to access or use *Sensitive Information* by an *Appointing Authority*, as approved by the *Information/Data Owner*, at the type and the *Level of Access* to the specific information required for the performance of his or her job duties.
- 3.3. Authorization Acknowledgment Form - The City's official form used to request and authorize an individual's access to or use of *Sensitive Information* (see Appendix). This form will be available on the City's Intranet site (CityNet) on the 'Forms' page.
- 3.4. Information/Data Owner - The department head or designee who is the primary recipient or manager of particular *Sensitive Information* or who has the responsibility to oversee the collection, maintenance or management of such information or data. There will only be one defined *Information/Data Owner* for any particular source of data; although other departments may collect and/or access the data. An *Information/Data Owner* may also be an *Appointing Authority*, as defined in Section 3.1 above.
- 3.5. Level of Access - The amount of *Sensitive Information* for which access is granted for any specific category or type of *Sensitive Information*, such as full access to all information related to a particular category or document, or limited access to only specific pieces of information (i.e., certain fields in a database) required for the performance of valid job duties.
- 3.6. Personal Identifying Information - Shall include information listed in California Penal Code Section 530.55(b), as amended (Sept. 2006), which reads, in pertinent part:
 - 3.6.1. Person - A natural *Person*, living or deceased, firm, association, organization, partnership, business trust, company, corporation, limited liability company, or public entity, or any other legal entity.
 - 3.6.2. Personal Identifying Information - Any name, address, telephone number, health insurance number, taxpayer identification number, school identification number, state or federal driver's license or identification number, social security number, professional or occupational number, mother's maiden name, demand deposit account number, savings account number, checking account number, PIN (personal identification number) or password, alien registration number, government passport number, date of birth, unique biometric data including fingerprint, facial scan identifiers, voiceprint, retina or iris image, or other unique physical representation, unique electronic data including information identification number assigned to the *Person*, address or routing code, telecommunication identifying

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information or access device, information contained in a birth or death certificate, credit card number of an individual *Person*, or an equivalent form of identification.

3.7. For the purpose of this policy, *Sensitive Information* shall mean:

3.7.1. *Personal Identifying Information* (as defined above), also including debit card number of an individual *Person*, and where home/personal address and telephone number are included and work/office address and telephone number are excluded (i.e., the City Directory is not considered *Sensitive Information*); and

3.7.2. Any information that is possessed by the City of San Diego which is not subject to the California Public Records Act (refer to Administrative Regulation 95.20), and which may be used for other than the intended purpose of such information, to cause harm to or otherwise jeopardize the City of San Diego or any individual, or used in violation of any local, state or federal law (for example the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

3.8. *Sensitive Information Custodian* - The *Person* who manages the physical or computer-based access to *Sensitive Information*; for example an office manager or records manager who controls access to locked file rooms/cabinets, or a computer systems administrator who manages the creation of user accounts and passwords to provide specific access to particular data. A *Sensitive Information Custodian* may also be an *Information/Data Owner*, as defined in Section 3.4. above.

3.9. *Type of Access* - Refers to Read Only, Write/Create, Edit/Modify, and Delete.

4. POLICY

4.1. *Sensitive Information* shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her *Appointing Authority* and approved by the *Information/Data Owner*, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.2. Contractors and vendors or other non-City employees who are authorized to access or use *Sensitive Information*, shall be required to enter into agreements stating that the individuals specified for this access and their employing Contractor/Vendor agree to be contractually bound by the terms and conditions of this policy, including personal liability, as part of their contract or agreement prior to being granted access to *Sensitive Information*.

4.3. Authorization to access or use *Sensitive Information* shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an *Authorized Person's* job duties no longer require access to or use of *Sensitive Information*, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to *Sensitive Information* extend beyond the termination of the authorizing

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contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

- 4.4. The *Information/Data Owner* shall specify the type and the *Level of Access* that should be assigned to various functional roles that require access to the *Sensitive Information* based on an employee's or individual's job requirements.
- 4.5. *Authorized Persons* shall access or use *Sensitive Information* only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use *Sensitive Information* shall sign an *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to abide by this policy.
- 4.6. As a standard IT security measure, *Authorized Persons* shall not share their User ID and/or password with anyone else, and shall not have their User ID and/or password written down in any unsecured location (e.g., anywhere around their work location). "Generic" User IDs shall not be used for system access to *Sensitive Information*; each *Authorized Person* must use an assigned, unique User ID that is directly linked with the user's name. As a standard physical security measure, *Authorized Persons* shall not share their building or facility access key card or key(s) with anyone else, nor shall they allow access into secured areas by unauthorized *Persons*.
- 4.7. Violation of this policy, either by unauthorized *Persons* accessing or attempting to access *Sensitive Information*, or by *Authorized Persons* accessing or using *Sensitive Information* for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.
- 4.8. Appointing Authorities shall review the list of their employees, contractors or other individuals who they have designated as *Authorized Persons* with access to *Sensitive Information*, at least semi-annually, to ensure continued authorization is warranted and to update (add, delete or modify) the authorization list appropriately.
- 4.9. *Information/Data Owners* shall verify and document semi-annually that the Appointing Authorities performed a thorough review of authorized users in compliance with this policy (Section 4.8.), by comparing the *Appointing Authority's* report with a list of individuals currently authorized to access the *Sensitive Information* over which the Information/Data Owner has control and authority. For internal control purposes, to maintain segregation of duties, this verification must be performed by someone other than the *Appointing Authority* who submitted the semi-annual review of *Authorized Persons*. All discrepancies shall be reported back to the impacted *Appointing Authority* for

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appropriate corrective action. *Information/Data Owners* shall retain records of such reviews and actions for the period of time set within the citywide or departmental Records Retention Schedule as approved by the City Clerk.

- 4.10. *Sensitive Information* stored in City computer systems shall be secured and maintained in accordance with applicable provisions of the Information Security Guidelines and Standards, as amended.
- 4.11. *Sensitive Information* stored in paper or other non-digital formats shall have appropriate physical security, and access to such information shall also comply with Administrative Regulation 95.10 for validating the identity of the individual requesting authorized access.
- 4.12. Upon the discovery of any breach of the protection of *Sensitive Information* through the accidental, inadvertent or purposeful release of such information to any unauthorized *Persons*, the *Person* discovering such breach should immediately notify the *Information/Data Owner* or their *Appointing Authority*, and, if the information was stored on City computer systems, also notify the Chief Information Security Officer in the Department of Information Technology.
 - 4.12.1. Depending on the nature and scope of such breach and release of information, additional notifications must comply with applicable state and federal regulations.
 - 4.12.2. The Information/Data Owner, in coordination with the Chief Information Security Officer from the Department of Information Technology (if applicable), should immediately take whatever steps are deemed necessary to stop any further breach of the protected information and to minimize any potential or actual losses or damages to the City of San Diego.

5. RESPONSIBILITY

5.1. Supervisor

- 5.1.1. When an employee's, volunteer's or contractor's job duties require access to or use of *Sensitive Information*, the immediate supervisor will complete an Authorization Acknowledgment Form. In addition, the supervisor must ensure that the proper system access/account request form and process is followed for the specific computer system where the *Authorized Person* needs access, specifying the nature of the job duties and the level and *Type of Access* or use requested. The supervisor will ensure the accuracy and completeness of information on the forms. After obtaining the employee's signature, the acknowledgement and request forms will be routed to the *Appointing Authority* for approval. Likewise, when an employee's, volunteer's or contractor's job duties change such that access to or use of *Sensitive Information* is no longer needed, the immediate supervisor will notify both the

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Appointing Authority and the *Information/Data Owner*, as soon as possible (no more than five (5) business days).

- 5.2. *Authorized Person* (employee, volunteer, contractor, vendor or other individual being authorized for access).
 - 5.2.1. Any *Person* being given access to *Sensitive Information* must sign the *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to comply with this policy for access or use and protection of such information. A copy of the final, approved form shall be kept in the employee's departmental personnel file, as the *Appointing Authority's* record; or for volunteers, on file with the department where assigned; or for a contractor, on file with the contract manager.
- 5.3. Department *Appointing Authority*
 - 5.3.1. The Department *Appointing Authority* having management control over the employee, volunteer, contractor Vendor or other individual seeking authorization to access *Sensitive Information*, shall review the *Authorization Acknowledgement* and system access/account request forms for appropriateness of the job functions for the type and *Level of Access* requested while considering appropriate segregation of duties, and ensure the forms are signed by both the individual and supervisor.
 - 5.3.2. The Department *Appointing Authority* will sign either approval or denial of the request, providing the reasons for any denial, and route the approved request form to the appropriate *Information/Data Owner(s)*, or route a denied form back to the supervisor. *Appointing Authorities* shall maintain a copy of all authorization forms they approve, including those for non-City employees (i.e., volunteers and contractors). Any changes reported in the job duties of *Authorized Persons* which require a change in the access to or use of *Sensitive Information* must be immediately communicated to the *Information/Data Owner* to initiate the appropriate change in access. The semi-annual reviews should take place in May and November each year. The *Appointing Authority* will submit documentation of each review to the *Information/Data Owner* and these records will be retained by the department for the period of time set by the citywide or departmental Records Retention Schedule as approved by the City Clerk.
- 5.4. *Information/Data Owner* (owner of the information, regardless of its format or mechanism of access, [i.e., computerized system, hard copy file, etc.])
 - 5.4.1. The *Information/Data Owner* for each different source of *Sensitive Information* covered by an approved access request form will review each request to ensure the type and *Level of Access* requested is appropriate for the job functions of the individual seeking access. Upon confirmation of the business need to have access

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to *Sensitive Information*, the Information/Data Owner will sign approval to grant access, and may modify the type or *Level of Access* granted, as he or she deems necessary and appropriate, in consultation with the requesting *Appointing Authority*. The Information/Data Owner will initiate any further actions necessary to grant access to the *Authorized Person* (such as any computer system access processes). *Information/Data Owners* will maintain a list of individuals currently authorized access to their *Sensitive Information* and provide such list to the appropriate *Appointing Authority* for semi-annual review at the end of April and October each year

5.5. *Sensitive Information Custodian* (Administrator of the format and/or mechanism of access [i.e., computerized system or hard copy file] for the given information)

5.5.1. The *Authorized Person's* access to the identified *Sensitive Information* will be set up following the established procedures either in the IT Security Guidelines and Standards for access to electronic or digital data or following departmental internal controls for paper or physical records, based on the nature (media/format) of the *Sensitive Information*.

5.6. Department of Information Technology

5.6.1. Annually review this policy for any necessary updates or revisions, taking into account changes in City organization and IT systems. Maintain the list of *Information/Data Owners* and update it annually. Maintain the necessary correlation between this policy and other IT security policies and/or regulations. Ensure City third-party vendors who have access to this data comply with this and other IT security policies. The Department of Information Technology is also responsible for ensuring that the requirements of this policy are communicated to all employees at least annually, using citywide and/or departmental training or communication channels.

5.7. Purchasing & Contracting Department

5.7.1. Ensure that this policy is included as an Addendum to or within the Terms and Conditions of signed contracts or agreements, for all contracts and/or agreements that include a contractor's or vendor's need to access or use the City's *Sensitive Information*.

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APPENDIX

Legal References

Civil Service Rules and City Personnel Manual
Civil Service Rules, Definitions (p.1), "Appointing Authority"
Civil Service Rule XI, "Resignation, Removal, Suspension, Reduction in Compensation, Demotion"
Personnel Manual, Index Code A-3, "Improper Use of City Resources"
Personnel Manual, Index Code G-1, "Code of Ethics and Conduct"
Administrative Regulation 45.50 - Private Use of City Labor, Materials, Equipment and Supplies Prohibited
Administrative Regulation 90.63 - Information Security Policy
Administrative Regulation 95.10 - Identification of City Employees and Controlled Access to City Facilities
Administrative Regulation 95.20 - Public Records Act Requests and Civil Subpoenas;
Procedures for Furnishing Documents and Recovering Costs
Administrative Regulation 95.60 - Conflict of Interest and Employee Conduct
IT Security Guidelines and Standards
Employee Performance Plans, Ethics and Integrity Section
Applicable California State Laws
Applicable Federal Laws

Forms Involved

Form DoIT-010A, "*Sensitive Information* Authorization Acknowledgement-City Employees"
Form DoIT-010B, "*Sensitive Information* Authorization Acknowledgement-City Volunteers"
Form DoIT-010C, "*Sensitive Information* Authorization Acknowledgement-City Contractors/Vendors"

Subject Index

Sensitive Information
Sensitive Data Information Security
Protection of *Sensitive Information*

Distribution

All Departments (Mayoral and Non-Mayoral)

Administering Department

Department of Information Technology

CITY OF SAN DIEGO
Sensitive Information Authorization Acknowledgement Form - City Employees

Authorized Person (City Employee requesting authorized access to Sensitive Information):

<i>Name (Printed)</i>	<i>Job Classification</i>	<i>Network (AD) Login/User ID</i>
<i>Department / Division</i>		
<i>Mail Station</i>	<i>Office Phone</i>	<i>Office FAX</i>
<i>Supervisor's Name (Printed)</i>	<i>Supervisors Phone</i>	

Policy Summary (pertinent excerpts from Administrative Regulation 90.64):

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. [...]
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above employee acknowledges the he or she has been provided a full copy of A.R. 90.64 ("Protection of Sensitive Information and Data"), which has been discussed with his or her supervisor, and further acknowledges that he or she has read, understands, and agrees to comply with the provisions of the policy. Employee understands that this form will be kept as part of his or her permanent employee file, and that he or she may receive a copy, if requested. The supervisor acknowledges that he or she has discussed the policy with the above employee and understands the supervisor's obligations regarding employee's access to Sensitive Information under this policy.

Employee's Signature

Date Signed

Supervisor's Signature

Date Signed

CITY OF SAN DIEGO
Sensitive Information Authorization Acknowledgement Form-City Volunteers

Authorized Person (City Volunteer requesting authorized access to Sensitive Information):

<i>Name (Printed)</i>	<i>Volunteer Assignment</i>	<i>Network (AD) Login/User ID</i>
<i>City Department / Division (where assigned as volunteer)</i>		
<i>Work Location</i>		<i>Contact Phone</i>
<i>City Supervisor's Name (Printed)</i>	<i>City Supervisor's Phone</i>	<i>City Supervisor's Mail Station</i>

Policy Summary (pertinent excerpts from Administrative Regulation 90.64):

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (Job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Volunteer acknowledges that he or she has been provided a full copy of A.R. 90.64 ("Protection of Sensitive Information and Data"), which has been discussed with the City Supervisor, and further acknowledges that he or she has read, understands, and agrees to comply with the provisions of the policy. City Volunteer understands that this form will be kept on file with the City Department, and that he or she may receive a copy, if requested. The City Supervisor acknowledges that he or she has discussed the policy with the above volunteer and understands the supervisor's obligations regarding the volunteer's access to Sensitive Information under this policy.

Volunteer's Signature

Date Signed

City Supervisor's Signature

Date Signed

CITY OF SAN DIEGO

Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors

Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):

<i>Name (Printed)</i>	<i>eMail Address</i>	<i>Network (AD) Login/User ID</i>
<i>Company/Organization</i>		<i>Contractor/Vendor Office Phone</i>
<i>City Department (managing contract)</i>		<i>Contractor/Vendor Office FAX</i>
<i>City Contract Manager's Name (Printed)</i>	<i>City Contract Manager's Phone</i>	<i>City Contract Manager's Mail Sta.</i>

Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.

Contractor's/Vendor's Signature

Date Signed

City Contract Manager's Signature

Date Signed

Objectives

A key objective of this agreement is to attain service level requirements (SLRs). SLRs associated with the Parking Citation Processing Solution Services are detailed in the following section. The following minimum service levels are required at the end of the implementation period for the Application, Online Self-Service functions, and any other system(s) that are utilized to process the City’s citations data (e.g. remittance processing). SLR calculations exclude scheduled Maintenance Windows. SLR performance shall be calculated based on measurements taken over the indicated Measurement Interval and reported to the City based on the indicated Reporting Period. All times referenced are in Local Time relative to City’s Service delivery sites.

Table 1. Post Deployment Incident Resolution SLRs

Definition	Time to Resolve Incidents and Problems to different Priority Level classifications following Incident classification as a configuration/implementation incident. This pertains to Incidents and problems occurring between the “Go-Live” date and the end of the Cutover period for each Count.
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Incident Resolution	Service Measure	Performance Target	SLR Performance %	Per Occurrence Penalty
Priority 1 or 2 Incident Notification	Time to respond	< 15 minutes	100%	\$5,000
Priority Level 1	Time to Resolve	< 4 hours	98%	\$2,500
Priority Level 2	Time to Resolve	< 8 hours	95%	\$2,500
Priority Level 3	Time to Resolve	< next Business Day	95%	\$1,000
Priority Level 4	Time to Resolve	Next Business Day or as prioritized by Vendor	90%	\$1,000
Root Cause Analysis	Time to report	Within 72 hours of Incident Resolution for Priority Level 1 or 2	100.00%	\$1,000
	Formula	Number of requests completed within performance target/total of all requests occurring during Measurement Interval		
	Measurement Interval	Measure Weekly		
	Reporting Period	Report Monthly		
	Measurement Tool	TBD		

Table 2. System Availability Service Level Requirements

Definition	System Availability is defined as the availability of in scope components required to conduct the normal business operation of the Application, Self-Service Options, and any other system(s) that are used to process the City’s citation data (e.g. remittance processing) at full functionality.		
	Availability shall be measured based on the fully functional availability of the Application, Self-Service components and any other system(s) that are used to process the City’s citation data (e.g. remittance processor) (i.e., excludes application Availability and other out-of-scope components as determined by Root Cause Analysis)		
System Availability Service Level Requirements			
System	Service Measure	Performance Target	SLR Performance %
Class 2 – Business Critical	System Availability	Per schedule	99.7%
	Formula	Availability (%) = 100% - Unavailability (%) Where Unavailability is defined as: $[(\sum \text{Outage Duration}) \div (\text{Scheduled Time})] \% \text{ Scheduled Time} = (\text{Total possible time in Measurement Interval} - \text{Maintenance Window time})$	
	Measurement Interval	Monthly	
	Reporting Period	Monthly	
	Measurement Tool	TBD	

Table 3. Unscheduled Downtime Service Level Requirements

Unscheduled Downtime Service Level Requirements			
Service Level	Service Measure	Performance Target	SLR Performance %
Unscheduled Downtime for Each Application	Unscheduled downtime	Inability to conduct normal business operation due to unscheduled Application downtime not to exceed 1 time per month.	100%
	Formula	Number of unscheduled downtimes \leq 1	
	Measurement Interval	Monthly	
	Reporting Period	Monthly	
	Measurement Tool	TBD	

Table 4. Priority Levels

Definition	<p>Priority levels" are defined categories that identify the degree of business criticality and the "business impact" of specific Incidents, and the associated response requirements attributed to any such Incident. The following priority level table categories and descriptions apply to the Application, Self-Service Options and any other system(s) that are utilized to process City’s citation data (e.g. remittance processor)</p>
Priority Level 1 - Emergency/Urgent	<p>The Problem has caused a complete and immediate work stoppage affecting the primary business process. The problem has impacted self-service options available online or via the Interactive Voice Response System (IVR) to the public. No Workaround is available.</p> <p>Examples: Application outage Self service options not available Severe Problem during critical periods (e.g., month-end processing) Security Violation (e.g., denial of service, widespread virus, etc.)</p>

<p>Priority Level 2 - High</p>	<p>A business process is affected in such a way that business functions are severely degraded, multiple End Users are impacted. A Workaround may be available; however the Workaround is not easily sustainable.</p> <p>Examples: Remittance processing not working Notices are not being generated by Application</p>
<p>Priority Level 3 - Medium</p>	<p>A business process is affected in such a way that certain functions are unavailable to End Users or a system and/or service is degraded. A Workaround may be available.</p> <p>Examples: Personal productivity Problem (e.g., local workstation or printer) Role and/or profile issue for an individual or work unit</p>
<p>Priority Level 4 – Low</p>	<p>An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A Workaround is available.</p> <p>Examples: Preventative Maintenance</p>

Definitions

- 1.1 “Incident” means either a (i) single event or (ii) abnormal activity for a function monitored by Proposer, each requiring a response to the City typically denoted by a request for service or identification of a problem. City will determine the Incident Priority Level of each reported Incident. Proposer will provide City with an escalation procedure (to be approved by City) for resolution of reported and non-reported incidents.
- 1.2 “Incident Resolution” means the point at which Proposer has responded to an Incident and Proposer has either: (a) conducted and successfully completed a Root Cause Analysis on a problem and appropriately corrected both the results and the cause of the problem; or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to City. In both cases, the Incident is not resolved until City is convinced and satisfied that it has been resolved.
- 1.3 “Performance Target” is defined as the desired level of service City is seeking for that particular Service Level Requirement.
- 1.4 “Priority Level” is a defined category that identifies the degree of business criticality and importance to City of specific Incidents, and the associated Vendor response requirements attributed to any such Incident.
- 1.5 “Resolve” or “Resolution” means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or End-User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.

- 1.6 “Workaround” is a temporary solution that Vendor or City can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to City an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by City.

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/23/2020
 101010101 001 5ABC555

To avoid late fees, pay by:

11/06/2020

\$52.50

Smartphone? Scan with your camera:



DNG1023A

4000000045 45/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92112-9038

NOTICE OF PARKING VIOLATION

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN#	Make/ Type/ Color	Total Fines	Amt Due
101010101	10/14/2020 04:09 PM	1. VIOLATION OF SIGNS (SDMC) Loc: 4600 COLLWOOD BL	5ABC555/ CA	ACUR / SUV GRY	\$52.50	\$52.50
Original Fine:					TOTAL DUE	\$52.50
\$52.50		Due After: 11/06/2020	Due After: 12/14/2020			
		\$92.50	\$102.50			

Unpaid citations will result in a lien against the vehicle registration.

Do you have factual evidence to refute the citation?

Appeal in 3 simple steps

1. Visit our website sandiego.gov/parking
2. Select **Appeal Parking Citation**, and enter your citation number and license plate **OR** VIN
3. Fill out your information, the reason you are appealing, and upload any supporting photos/documentation

Issued a Registration violation?

1. Follow steps 1 and 2 of appealing your citation
2. Submit proof of your registration; this can be a photo of your license plate, vehicle registration card, or proof of correction from an officer
3. Once reviewed and confirmed that the registration is valid, the violation may be reduced to a \$10 fine

Vehicle no longer yours?

1. Follow steps 1 and 2 of appealing your citation
2. Submit proof of vehicle sale i.e. Bill of Sale, Release of Liability, or vehicle trade in documents
3. If documents submitted are sufficient, citations may be transferred into responsible party's name

The options listed above must be completed by **11/06/2020**

Paying this Citation**Pay Online at:** sandiego.gov/parking**Pay by Phone:** Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7- days/week**Pay by Mail:** ♦ Make check or money order payable to the **"City Treasurer" DO NOT MAIL CASH**

- ♦ Write the citation number on the front of your payment
- ♦ Apply postage and mail to:

City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall – 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking**Contesting/Appealing this Citation**

Parking citations/tickets are not criminal offenses. They are civil penalties. Once a citation is issued, it is up to the driver or registered owner to respond to the information presented on the citation.

You have 21 calendar days from the issue date of the citation or 14 calendar days from the date on this notice, to contest the citation by requesting an Administrative Review. Administrative Reviews are submitted and reviewed only in writing. The most efficient means to request an Administrative Review is by visiting our website at sandiego.gov/parking/citations.

Disabled Persons Parking Placards

Within 21 calendar days from the issue date of the citation, or 14 calendar days from the date on this notice, you must remit full payment or a \$15 administrative fee along with a copy of the vehicle and disabled placard registration. If you are not the placard holder, also include a signed letter from the placard holder indicating they were being transported at the time of the violation and a copy of the placard holder's driver's license or photo ID. **Persons under 18 do not have to provide photo ID, a statement from a parent/legal guardian will suffice.*

Leased or Rented Vehicle

If the completed *Affidavit of Non-Liability* is returned within 30 calendar days of the mailing of this notice together with proof of a written lease or rental agreement between a bona fide rental or leasing company, and its customer which identifies the renter or lessee and provides the driver's license number, name, and address of the renter or lessee, the rental or leasing company will be relieved from responsibility for the citation. Affidavits of Non-Liability indicating leased or rented vehicles will not be accepted for registration and equipment violations. Registration and equipment violations are the responsibility of the registered owner.

AFFIDAVIT OF NON-LIABILITY

(To be accepted, the following must be filled out completely, signed and dated.)

I AM NOT RESPONSIBLE FOR THIS PARKING CITATION BECAUSE (check only one):

- 1. The vehicle had been sold to someone else (a copy of release of liability or proof of sale required)
- 2. The vehicle had not yet been purchased by me.
- 3. The vehicle was leased or rented to someone else under a written agreement (copy of lease/rental contract required).
- 4. The vehicle was stolen at the time of violation (copy of vehicle theft and recovery reports required).

RESPONSIBLE PARTY NAME: _____ DATE SALE, PURCHASE, OR LEASE / RENTAL
 ADDRESS: _____ WAS EXECUTED: ____/____/____
 CITY: _____ STATE: _____ ZIP: _____

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

SIGNATURE: X _____ **DATE:** ____/____/____

CERTIFICATE OF CORRECTION

Date Corrected: _____ Violation(s) Corrected: _____
 Agency: _____ Certifying Individual: _____ ID No: _____

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/26/2020
 101010101 01A 5ABC555

To avoid late fees, pay by:
11/09/2020
\$52.50

DNG1026A AUTO SCH 5-DIGIT 91910
 7000000057 00.0001.0057 57/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92112-9038

Smartphone? Scan with your camera:



NOTICE OF PARKING VIOLATION

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN#	Make/ Type/ Color	Total Fines	Amt Due
101010101	09/28/2020 10:23 AM	1. OUT OF STALL Loc: 1300 2ND AV	5ABC555 / CA	VW / 4 DOOR BLK	\$52.50	\$52.50
Original Fine: \$52.50 Due After: 11/09/2020 \$92.50 Due After: 12/14/2020 \$102.50					TOTAL DUE \$52.50	

Unpaid citations will result in a lien against the vehicle registration.

Do you have factual evidence to contest further?
 Request a Hearing

1. Pay the citation in full online: sandiego.gov/parking
2. Decide what type of Administrative Hearing you are requesting:
 - By phone
 - In writing
3. Send an email to parking@sandiego.gov
 - Indicate the type of hearing
 - Provide citation number, mailing address, and phone number

* See reverse for financial hardship information

Vehicle no longer yours?

1. Email or mail in proof of vehicle sale i.e. Bill of Sale, Release of Liability, or vehicle trade in documents: parking@sandiego.gov
2. If documents submitted are sufficient, citations may be transferred into responsible party's name

The options listed above must be completed by **11/09/2020**

Paying this Citation**Pay Online at:** sandiego.gov/parking**Pay by Phone:** Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7- days/week**Pay by Mail:** ♦ Make check or money order payable to the **"City Treasurer" DO NOT MAIL CASH**♦ Write the citation number on the front of your payment

♦ Apply postage and mail to:

City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*Pay in Person:** Secure drop box available 24/7 at Plaza Hall – 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking**Contesting/Appealing this Citation**

An Administrative Review has already been performed on this citation and the decision letter stating it was upheld has been mailed to the contesting party. This citation may be contested further if a request for an Administrative Hearing is made within 21 calendar days from the date of this notice. State law requires that the full amount due on the citation be deposited at the time the hearing request is made.

Your hearing request and deposit must be received by the due date indicated on the front of this notice or the penalty will be increased and your opportunity for further appeal will be forfeited. If you are unable to deposit the full amount due because of financial hardship you may request a waiver of the deposit. To obtain a waiver you may request an application via email, by emailing parking@sandiego.gov, or by calling 1-866-470-1308.

Leased or Rented Vehicle

If the completed *Affidavit of Non-Liability* is returned within 30 calendar days of the mailing of this notice together with proof of a written lease or rental agreement between a bona fide rental or leasing company, and its customer which identifies the renter or lessee and provides the driver's license number, name, and address of the renter or lessee, the rental or leasing company will be relieved from responsibility for the citation. Affidavits of Non-Liability indicating leased or rented vehicles will not be accepted for registration and equipment violations. Registration and equipment violations are the responsibility of the registered owner.

AFFIDAVIT OF NON-LIABILITY

(To be accepted, the following must be filled out completely, signed and dated.)

I AM NOT RESPONSIBLE FOR THIS PARKING CITATION BECAUSE (check only one):

1. The vehicle had been sold to someone else (a copy of release of liability or proof of sale required)
2. The vehicle had not yet been purchased by me.
3. The vehicle was leased or rented to someone else under a written agreement (copy of lease/rental contract required).
4. The vehicle was stolen at the time of violation (copy of vehicle theft and recovery reports required).

RESPONSIBLE PARTY NAME: _____ DATE SALE, PURCHASE, OR LEASE / RENTAL
 ADDRESS: _____ WAS EXECUTED: _____ / _____ / _____
 CITY: _____ STATE: _____ ZIP: _____

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.**SIGNATURE:** X _____ **DATE:** _____ / _____ / _____**CERTIFICATE OF CORRECTION**

Date Corrected: _____ Violation(s) Corrected: _____

Agency: _____ Certifying Individual: _____ ID No: _____

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/23/2020
 101010101 002 5ABC555

To avoid additional penalties, pay by:
11/18/2020
\$72.50

DNG1023A
 4000000218 218/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92112-9038

Smartphone? Scan with your camera:



NOTICE OF DELINQUENT PARKING VIOLATION

The parking citation described below has not been paid and you have now incurred additional penalties and are responsible for the TOTAL DUE. The following actions are taken to enforce payment:

- 1. Impoundment of your vehicle if you have five (5) or more outstanding citations.** (CVC 22651.7 and 22651(i))
- 2. Notification to the Department of Motor Vehicles preventing you from registering your vehicle until all outstanding citations have been paid.** (CVC 4760)
- 3. Referral of the outstanding amount to the City Treasurer for collections resulting in additional fees and interest and possibly the entry of a civil judgment against you.** (CVC 40203.5)
- 4. Interception of your State tax refund and lottery winnings.** (Government Code 12419.8 and 12419.10)

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #	Make / Type / Color	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	08/24/2020 11:09 AM	1. CURRENT REGISTRATION NOT DISPLAYED Loc: 2446 F ST ST	5ABC555 / CA	FORD / 4 DOOR RED	\$72.50	\$.00	\$72.50
PAY NOW TO AVOID FURTHER CONSEQUENCES!					TOTAL DUE		\$72.50

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the **"City Treasurer" DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

Notice Date: 8/10/2020
101010101 AHD 5ABC555

DNB0810A
4000000007 7/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92107-2221

ADMINISTRATIVE HEARING DECISION - DISMISSED

At the Administrative Hearing conducted on 08/07/2020, the Hearing Officer reviewed the information you submitted and has found you are not liable for citation 101010101.

If a deposit was made, you may be due a refund. To inquire into a refund or if you have additional questions, you may contact Parking Administration Customer Service at 1-866-470-1308, or by email at parking@sandiego.gov.

Thank you,

Parking Administration

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/15/2020
 101010101 AHL 5ABC555

To avoid late fees, pay by:
10/30/2020
\$302.50

DNG1015A AUTO ALL FOR AADC 920
 7000000566 00.0001.0566 566/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92154-2269

Smartphone? Scan with your camera:



ADMINISTRATIVE HEARING REQUEST - LATE

Your request for an Administrative Hearing for citation 101010101 was mailed after the time period allowed and has not been accepted. State law requires that a request for an Administrative Hearing, including deposit of the fine, must be made within 21 calendar days of the date shown on the Administrative Review Decision notice or all rights to further contest the citation are forfeited. Because your request was late, you are no longer eligible to contest this citation.

If a deposit of the citation amount due was included with your request it has been applied towards to amount due on this citation. Please remit any additional amount due shown below immediately as the citation will continue to accrue additional penalties. Failure to pay the citation will result in additional action being taken.

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #/ Exp #	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	07/27/2020 07:30 AM	1. SIDEWALK ACCESS RAMP Loc: 3413 TEBO CT	5ABC555 / CA / 06/21	\$302.50	\$.00	\$302.50
Original Fine:		Due After: 10/30/2020	Due After: 12/07/2020	TOTAL DUE		\$302.50
\$302.50		\$302.50	\$312.50			

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/15/2020
 101010101 AHM 5ABC555

To avoid late fees, pay by:
10/30/2020
\$302.50

DNG1015A AUTO ALL FOR AADC 920
 7000000566 00.0001.0566 566/1



Smartphone? Scan with your camera:



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92154-2269



ADMINISTRATIVE HEARING REQUEST - DEPOSIT REQUIRED

Your request for an Administrative Hearing for citation 101010101 did not include the required deposit and therefore cannot be accepted. In order to proceed to a hearing, your deposit equal to the citation amount due must be postmarked within 14 calendar days from the date of this notice. Upon timely receipt of the deposit, we will schedule your hearing. If you requested a hearing by phone we will notify you by mail of the hearing date and time.

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State / VIN #	Make / Type / Color	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	07/27/2020 07:30 AM	1. SIDEWALK ACCESS RAMP Loc: 3413 TEBO CT	5ABC555 / CA / 06/21	FORD / FOCUS / WHITE	\$302.50	\$.00	\$302.50
Original Fine: \$302.50	Due After: 10/30/2020 \$302.50	Due After: 12/07/2020 \$312.50	TOTAL DUE			\$302.50	

If your deposit not postmarked on or before the due date, you will forfeit your right to a hearing and accrue additional penalties. If you have additional questions regarding your citation, you may contact Parking Administration Customer Service by phone 1-866-470-1308 or by email, parking@sandiego.gov.

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

City of San Diego
Administrative Hearing Office
Civic Center Plaza
1200 3rd Ave, Suite 200
San Diego, CA 92101

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/22/2020
101010101 AHN 5ABC555

Smartphone? Scan with your camera:

DNB1022A
4000000001 1/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92101



NOTICE OF ADMINISTRATIVE HEARING

You have requested an administrative hearing regarding citation (101010101). Your hearing on this matter has been scheduled as follows:

Date: 11/15/2020
Time: Between: 10:00 am and 10:30 am (30 minute time frame)

The Hearing Officer will call the telephone number you submitted in the hearing request at the time indicated above. The Hearing Officer is not responsible for incorrect phone numbers or unanswered calls to the number provided.

If you wish to submit evidence, you must do so at least 48 hours prior to the hearing. All evidence must be sent via email to SDAdminHearings@sandiego.gov. This email must also contain your citation number, along with the date/time of your hearing.

The Hearing Officer will make a decision based upon all testimony and evidence presented at the time of the hearing. Please be advised that the processing agency is not required to produce any evidence or paperwork other than the notice of parking violation or copy thereof and information received from the Department of Motor Vehicles identifying the registered owner of the vehicle. The Hearing Officer will not consider any additional evidence and/or testimony once your hearing has concluded.

Citation Number	Issue Date Issue Time	Violation / Location	Plate/ State VIN#	Make/ Type/ Color
101010101	09/12/2020 10:44 AM	1. OUT OF STALL Loc: 400 K ST	5ABC555 / CA	CHEV SUV BLK

Per California State Law you are allowed one continuance within 21 calendar days of this scheduled hearing. A request for continuance must be made in writing via email to SDAdminHearings@sandiego.gov or U.S. Mail to the Administrative Hearing Program at Civic Center Plaza, 1200 3rd Ave - Conference Room A - 18th Floor, San Diego CA 92101.

All written continuance requests must be received by our office at least 72 hours before the time of the hearing. Untimely requests for continuances will be denied, and the hearing will be decided on with the information contained in your file. All continuance requests must contain the citation number, respondent's name, and a clear request for continuance. Requests that are postmarked or emailed later than 72 hours before the time of the hearing will be denied as untimely. It is the requesting party's obligation to ensure requests are received timely.

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 11/4/2020
 101010101 ARUDP 5ABC555

Smartphone? Scan with your camera:
\$.00

DNB1104A
 4000000017 17/1



STEPHEN BILLIG
 1590 LITTLE RAVEN ST. UNIT 1002
 DENVER CO 80202-6184



ADMINISTRATIVE HEARING DECISION - LIABLE

At the Administrative Hearing conducted on 11/03/2020, the Hearing Officer reviewed the information you submitted and has found you liable for the following citation:

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #	Make / Type / Color	Pmt Rcvd	Amt Due
101010101	09/03/2020 12:11 PM	1. DISABLED PARKING Loc: 4605 MORENA BL	5ABC555 / CA	NISS / 4 DOOR WHI	\$452.50	\$.00

The findings of our Hearing Officer are as follows:

A vehicle may not block or obstruct a disabled persons parking stall including those vehicles displaying a valid DP placard/license plate.

If you were previously required to remit a deposit equal to the citation amount due, your deposit will automatically be applied as payment in full and no further action is required. If you were previously granted a waiver of the deposit, then you must remit payment of the amount due within 14 calendar days to avoid further penalty and subsequent enforcement action.

The Administrative hearing officer's decision can be appealed to the Superior Court. When doing so a \$25 Civil Court Filing Fee must be paid. Your request must be filed within 30 days after personal delivery or within 35 days after mailing (Code Civ. Proc. §1013) of the issuing agency's final decision. Your request must include:

- Copy of the Administrative Hearing Decision letter (This letter).
- ORIGINAL Notice of Appeal – Administrative Parking Hearing (SDSC Form #MO-035)
- ORIGINAL Proof of Service of Notice of Appeal – Administrative Parking Hearing (SDSC Form # MO-036)
- \$25 fee (check or money order) or a completed Request to Waive Court Fees (JC Form #FW-001)

San Diego Superior Court
 Attn: Administrative Parking Hearing Appeals
 8950 Clairemont Mesa Blvd.
 San Diego, CA 92123-1187

For information regarding appealing a parking citation to the San Diego Superior Court, please review the information on the court's website at www.sdcourt.ca.gov. Enter "parking tickets" in the search field for parking appeals information and forms.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/15/2020
 101010101 AHW 5ABC555

To avoid late fees, pay by:
10/30/2020
\$302.50

DNG1015A AUTO ALL FOR AADC 920
 7000000566 00.0001.0566 566/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92154-2269

Smartphone? Scan with your camera:



ADMINISTRATIVE HEARING - PENALTY WAIVER REQUEST

This letter is sent in response to your application for a waiver of the hearing deposit, which is the amount currently due for the citation listed below. We regret to inform you that our review of your application found you to be ineligible for a waiver of the deposit. In order to proceed to a hearing, your deposit must be received within fourteen (14) calendar days from the date of this notice. Upon timely receipt of the deposit, we will schedule your hearing and notify you by mail of the hearing date and time.

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #/ Exp #	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	07/27/2020 07:30 AM	1. SIDEWALK ACCESS RAMP Loc: 3413 TEBO CT	5ABC555 / CA / 06/21	\$302.50	\$.00	\$302.50
Original Fine: \$302.50	Due After: 10/30/2020 \$302.50	Due After: 12/07/2020 \$312.50	TOTAL DUE			\$302.50

If your deposit is either not received or received and not postmarked on or before the due date, you will forfeit your right to a hearing and accrue additional penalties. For real time payment posting pay online at sandiego.gov/parking and send an email to parking@sandiego.gov to confirm your hearing request.

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

Pay by Mail:

- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
- Write the citation number on the front of your payment.
- Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

Notice Date: 10/22/2020
101010101 ARD 5ABC555

DNB1022A
4000000015 15/1



JOHN DOE
1234 ANY STREET
SAN JOSE CA 95120-3111

ADMINISTRATIVE REVIEW DECISION - DISMISSED

A complete Administrative Review of citation 101010101 has been performed by our staff and a determination has been made. After careful review of the facts and evidence available, the citation has been dismissed for the reason listed below.

Vehicle information captured at the time of issuance is not consistent with vehicle information obtained from the Department of Motor Vehicles.

If you have additional questions regarding your citation, you may contact Parking Administration Customer Service at 1-866-470-1308, or by email at parking@sandiego.gov.

Thank you,

Parking Administration

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/23/2020
 101010101 ARL 5ABC555

To avoid additional penalties, pay by:
11/10/2020
\$62.50

DNG1023A
 4000000345 345/1



Smartphone? Scan with your camera:



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92112-9038



ADMINISTRATIVE REVIEW REQUEST - LATE

Your request for an Administrative Review of citation 101010101 was submitted after the time period allowed and has not been accepted. State law requires that a request for an Administrative Review must be made within 21 calendar days from the issue date of the citation, or 14 calendar days from the date shown on the *Notice of Parking Violation* or all rights to contest this citation are forfeited. Because your request was late, you are no longer eligible to contest this citation.

Please remit the amount due shown below immediately. Please note that the citation continues to accrue additional penalties when payment is not received by the due dates indicated below. Failure to pay the citation will result in additional action being taken.

Citation Number	Issue Date Issue Time	Violation / Location	Plate/ State VIN#	Pmt Rcvd	Amt Due
101010101	08/21/2020 02:51 PM	1. CURRENT REGISTRATION NOT DISPLAYED Loc: 7600 REGENTS RD	5ABC555 / CA	\$.00	\$62.50
Original Fine: \$37.50 Due After: 11/10/2020 Due After: \$72.50				TOTAL DUE	\$62.50

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the "**City Treasurer**" **DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/23/2020
101010101 ARU 5ABC555

To avoid late fees, pay by:

11/16/2020

\$52.50

DNG1023A
4000000274 274/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92105-1132

Smartphone? Scan with your camera:



ADMINISTRATIVE REVIEW DECISION - LIABLE

After carefully reviewing the facts and evidence available, we have determined that citation 101010101 was properly issued. This decision was based in part on the following:

Vehicles must not stop, stand, or park during the entire designated time period to ensure that street sweeping can be completed. Vehicles parked in violation of the designated and posted times are subject to receiving a citation.

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #/ Exp #	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	10/15/2020 08:12 AM	1. VIOLATION OF SIGNS-STREET SWEEPING Loc: 4168 MEADE AV	5ABC555 / CA / 05/21	\$52.50	\$0.00	\$52.50
Original Fine: \$52.50				Due After: 11/16/2020	Due After: 12/21/2020	TOTAL DUE \$52.50

Do you have factual evidence to contest further? **Request an Administrative Hearing:**

Pay the citation in full
online at
sandiego.gov/parking

Decide what type of
Administrative Hearing you
are requesting:
By Phone
In Writing

Send an email to:
parking@sandiego.gov
indicating the type of hearing,
citation number, address, and
phone number

Hearing request must be completed by **11/16/2020**

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

Pay by Mail:

- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
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City of San Diego
Parking Administration
PO Box 129038
San Diego, CA 92112

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Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

Administrative Hearing:

This citation may be contested further if a request for an Administrative Hearing is made within 21 calendar days from the date of this notice. State law requires that the full amount due on the citation be deposited at the time the hearing request is made. Your hearing request and deposit must be received within 21 calendar days from the date of this notice or the penalty will be increased and your opportunity for further appeal will be forfeited. If you are unable to deposit the full amount due because of financial hardship you may request a waiver of the deposit. To obtain a waiver you may request an application by emailing parking@sandiego.gov or by calling Parking Administration at (866) 470-1308.

COVID-19 PANDEMIC: Hearings Conducted by The Administrative Hearing Office are limited to *only* hearing by mail or hearing via telephone conference

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/21/2020
 101010101 ARUDP 5ABC555

To avoid late fees, pay by:
11/12/2020
\$.00

DNG1021A
 4000000306 306/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 32112-9038

Smartphone? Scan with your camera:



ADMINISTRATIVE REVIEW DECISION - LIABLE

A complete Administrative Review of citation number 101010101 has been performed by our staff and a determination has been made. After carefully reviewing the facts and evidence available, we have determined that the citation was properly issued and findings are as follows:

Insufficient evidence was provided to substantiate that the valid disabled persons placard was properly displayed. However, the fine amount has been reduced to a \$15 administrative fee.

Based on California Vehicle Code, Division 17, Chapter 1, Article 3, Section 40226, in lieu of collecting a fine for failure to display a disabled placard, the issuing agency may charge an administrative fee to process the cancellation of the citation and this fee is not subject to further appeal processing.

Citation Number	Issue Date Issue Time	Violation / Location	Plate / State VIN #/ Exp #	Total Fines & Fees	Pmt Rcvd	Amt Due
101010101	09/23/2020 12:21 PM	1. DISABLED PARKING Loc: 4900 UNIVERSITY AV	5ABC555 / CA	\$15.00	\$15.00	\$.00
Original Fine: \$.00 Due After: 11/12/2020 Due After: 12/17/2020 \$.00				TOTAL DUE		\$.00

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

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 Parking Administration
 PO Box 129038
 San Diego, CA 92112

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CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego, CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/21/2020
101010101 IPPA 5ABC555

Payment due date:
12/1/2020
\$25.00

DNG1021A
4000000001 1/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92169-0769

Smartphone? Scan with your camera:



LOW INCOME PAYMENT PLAN – APPROVAL NOTICE AND PAYMENT INFORMATION

This letter is in response to your request for a payment plan. After careful review and consideration it has been determined you meet the qualifications for a payment plan. In observance of your application, your Initial Payment is due on 12/1/2020. Following your Initial Payment, your monthly payments are due day 1 of every month until the Payment Plan Total Amount has been paid in full. The details of the payment plan are identified below.

Payment Plan Number	Payment Plan Total Amount	First Payment Due on Date	Monthly Payment	Final Payment Due on and Amount	Total Payments Required
111118	\$442.50	12/1/2020	\$25.00	5/1/2022 \$17.50	18

The Payment Plan Total Amount includes a processing fee of \$5 per citation enrolled into the payment plan.

We are not required to provide any invoices, payment reminders, or notification of late or insufficient payments. It is your sole responsibility to ensure payments are made timely and in the proper amounts. **All payments must be received by the due date.** For information on how to make a payment see below.

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

Pay by Mail:

- Make check or money order payable to the "**City Treasurer**" **DO NOT MAIL CASH.**
- Write the citation number on the front of your payment.
- Apply postage and mail to:
City of San Diego
Parking Administration
PO Box 129038
San Diego, CA 92112

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Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego, CA 92112-9038



For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/21/2020
 101010101 IPPD 5ABC555

Payment due date:

12/1/2020

\$25.00

DNG1021A
 4000000001 1/1



JOHN DOE
 1234 ANY STREET
 SAN DIEGO CA 92169-0769

Smartphone? Scan with your camera:



LOW INCOME PAYMENT PLAN - NOTICE OF PAYMENT DEFAULT

This letter will serve as your only notification that you have failed to timely make your required monthly payment on payment plan 101010101. Your last payment of \$25.00 on 10/1/2020 has not been timely received or was insufficient.

You have 45 days from 10/1/2020 to make the missed payment and otherwise bring or keep your payment plan payment(s) current. Failure to do so will result in you being removed from the payment plan. After this one-time 45 days extension expires, you will not be provided any further extensions or notices, and any additional late or insufficient payments or other forms of default will result in immediate removal from the payment plan. Removal from the payment plan could result in (i) any fees and additional penalties that had been waived as part of the payment plan being added back to the amount due, and (ii) vehicle registration holds or other potential consequences as permitted by law.

Note: Even if you have already made the missed or insufficient payment, because it was late, this notice is still considered your one-time extension.

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

Pay by Mail:

- Make check or money order payable to the "**City Treasurer**" **DO NOT MAIL CASH.**
- Write the citation number on the front of your payment.
- Apply postage and mail to:
 City of San Diego
 Parking Administration
 PO Box 129038
 San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego, CA 92112-9038

Notice Date: 10/21/2020
101010101 IPPR 5ABC555

DNG1021A
4000000001 1/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92169-0769

For secure, real time payment posting, pay online today!
sandiego.gov/parking

To avoid late fees, pay by:
12/1/2020
\$52.50

Smartphone? Scan with your camera:



LOW INCOME PAYMENT PLAN - REMOVAL NOTICE

This letter serves as your notification that you have failed to timely make your required monthly payment(s) on your payment plan 101010101 as required under the plan terms and conditions. **Your payment plan has been revoked.**

Because your payment plan has been revoked, any fees and penalties that had been waived as part of the payment plan have now been reinstated and the full amount is now due. Failure to make payment in full may subject you to vehicle registration holds or other potential consequences as permitted by law.

Your current amount due is **\$52.50**

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
City of San Diego
Parking Administration
PO Box 129038
San Diego, CA 92112

**The City is not responsible for lost/stolen/undelivered mail. We recommend paying online for immediate posting.*

Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

Notice Date: 10/26/2020
101010101 PIN 5ABC555

DNB1026A
4000000001 1/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92120-4488

MyPortal Website PIN Request

You are receiving this letter because you recently enrolled your license plate with the City of San Diego MyPortal website. For security reasons, we request that you complete the enrollment process using the steps below. If you don't complete this process within 30 days, you will need to enroll your plate again.

To complete the enrollment process:

1. Type <http://www.SanDiego.DSMyPortal.com> in your web browser.
2. Enter the email address and password you used to create your MyPortal account.
3. Enter the PIN below into the box that states "Enter PIN from mail" for the corresponding plate. If you enrolled multiple plates, a separate PIN will be listed below for each plate.
4. Click the Enroll button. You will receive email confirmation once enrollment has been completed.

<u>Plate</u>	<u>PIN</u>
5ABC555	9999999

Once this process is completed, you will be able to view, pay and contest parking citations associated with your enrolled license plate(s). You will also be able to opt in to receive email alerts when new citations are issued to your enrolled plate(s).

If you have problems or believe you have received this notice in error, please contact Parking Administration Customer Service at (866) 470-1308 or by email at parking@sandiego.gov.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego, CA 92112-9038

For secure, real time payment posting, pay online today!
sandiego.gov/parking

Notice Date: 10/21/2020
1010101 PPA 5ABC555

Payment due date:
12/1/2020
\$27.29

DNG1021A
4000000300 300/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92169-0769

Smartphone? Scan with your camera:



PAYMENT PLAN - APPROVAL NOTICE AND PAYMENT INFORMATION

This letter is in response to your request for a payment plan. After careful review and consideration it has been determined you meet the qualifications for a payment plan. In observance of your application, your Initial Payment is due on 12/1/2020. Following your Initial Payment, your monthly payments are due day 1 of every month until the Payment Plan Total Amount has been paid in full. The details of the payment plan are identified below.

Payment Plan Number	Payment Plan Total Amount	First Payment Due On Date	Monthly Payment	Final Payment Due on and Amount	Total Payments Required
1010101	\$477.50	12/1/2020	\$27.29	5/1/2022 \$13.57	18

The Payment Plan Total Amount includes a processing fee of \$25 per citation enrolled into the payment plan.

We are not required to provide any invoices, payment reminders, or notification of late or insufficient payments. It is your sole responsibility to ensure payments are made timely and in the proper amounts. **All payments must be received by the due date.** For information on how to make a payment see below.

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

Pay by Mail:

- Make check or money order payable to the "**City Treasurer**" **DO NOT MAIL CASH.**
- Write the citation number on the front of your payment.
- Apply postage and mail to:
City of San Diego
Parking Administration
PO Box 129038
San Diego, CA 92112

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Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

CITY OF SAN DIEGO
Parking Administration
PO Box 129038
San Diego, CA 92112-9038

Notice Date: 10/21/2020
101010101 PPR 5ABC555

DNG1021A
4000000001 1/1



JOHN DOE
1234 ANY STREET
SAN DIEGO CA 92169-0769

For secure, real time payment posting, pay online today!
sandiego.gov/parking

To avoid late fees, pay by:
12/1/2020
\$52.50

Smartphone? Scan with your camera:



PAYMENT PLAN - REMOVAL NOTICE

This letter serves as your notification that you have failed to timely make your monthly payment(s) on your payment plan 101010101 as required under the plan terms and conditions. **Your payment plan has been revoked.**

Because your payment plan has been revoked, any fees and penalties that had been waived as part of the payment plan have now been reinstated and the full amount is now due. Failure to make payment in full may subject you to vehicle registration holds or other potential consequences as permitted by law.

Your current amount due is **\$52.50**

Paying this Citation

Pay Online at: sandiego.gov/parking

Pay by Phone: Call Toll free 1-866-470-1308 VISA, MasterCard, Discover, and American Express accepted 24-hours/day, 7-days/week

- Pay by Mail:**
- Make check or money order payable to the "City Treasurer" **DO NOT MAIL CASH.**
 - Write the citation number on the front of your payment.
 - Apply postage and mail to:
City of San Diego
Parking Administration
PO Box 129038
San Diego, CA 92112

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Pay in Person: Secure drop box available 24/7 at Plaza Hall - 202 C Street. For the status of our lobby operations visit our website sandiego.gov/parking.

101504513

PARKING VIOLATION NOTICE
(SAN DIEGO, REGIONAL)

101504513

DATE ²⁰11/27/19 TIME 11:40 DMV FILE CODE A STATE CA
 LIC # 8FRG049
 VIN # (LAST FOUR): 7146 EXP. DATE 9/21 MAKE SUBARU
 BODY IMPREZA COLOR BLACK
 LOCATION 10700 SCRIPPS LAKE DRIVE
 REMARKS: NO PARKING BOAT -0400
 TRAILER ONLY / COMPLAINT

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND THAT THIS CITATION WAS ISSUED IN ACCORDANCE WITH 40202CVC.

OFFICER J. DRYER AGY: SDPD I.D. 7839

	THIS VEHICLE IS ILLEGALLY PARKED IN VIOLATION OF (INCLUDE ONLY ONE (1) VIOLATION PER CITATION)	VIOLATION CODE	FINE	STATE MANDATED SURCHARGE	TOTAL DUE
<input type="checkbox"/>				12.50	
4.	<input type="checkbox"/> EXPIRED METER	86.0126 SDMC	30.00	12.50	42.50
5.	<input type="checkbox"/> OVERTIME IN METER ZONE # A B	86.0127 SDMC	40.00	12.50	52.50
6.	<input checked="" type="checkbox"/> VIOLATION OF SIGNS	86.0112(E) SDMC	40.00	12.50	52.50
7.	<input type="checkbox"/> RED ZONE	86.0112(F) SDMC	65.00	12.50	77.50
8.	<input type="checkbox"/> COMMERCIAL LOADING ZONE	86.0119 SDMC	45.00	12.50	57.50
9.	<input type="checkbox"/> PASSENGER LOADING ZONE	86.0105 SDMC	40.00	12.50	52.50
40.	<input type="checkbox"/> PARKING ON A GRADE	86.0111 SDMC	47.00	12.50	59.50
11.	<input type="checkbox"/> ALLEY PARKING	86.0121 SDMC	47.00	12.50	59.50
20.	<input type="checkbox"/> SIDEWALK	22500(F) CVC	45.00	12.50	57.50
13.	<input type="checkbox"/> DISABLED PARKING ONLY A, B, C	22507.8 CVC	440.00	12.50	452.50
14.	<input type="checkbox"/> FIRE HYDRANT	22514 CVC	65.00	12.50	77.50
	<input type="checkbox"/> RESIDENTIAL PERMIT	86.2014 SDMC	40.00	12.50	52.50
77.	<input type="checkbox"/> CURRENT REGISTRATION NOT DISPLAYED	5204(A) CVC	25.00	12.50	37.50
75.	<input type="checkbox"/> VEHICLE NOT MOVED 1/10 MILE IN 72 HOURS	86.0137(G) SDMC	41.00	12.50	53.50
88.	<input type="checkbox"/> STREET SWEEPING	86.0112(E) SDMC	40.00	12.50	52.50
1.	<input type="checkbox"/> OVERSIZED / NON-MOTORIZED / RV PROHIBITED	86.0139(A) SDMC	100.00	12.50	112.50
2.	<input type="checkbox"/> MISUSE OF DISABLED PERSON PLACARD OR PLATE B1, B2, B3	86.0152 SDMC	814.00	12.50	826.50
3.	<input type="checkbox"/> DRIVEWAY	22500(E) CVC	45.00	12.50	57.50

PD-1505 (Rev. 05/18)

NOTE: FINE AMOUNT WILL DOUBLE IF NOT PAID WITHIN 21 CALENDAR DAYS

For payments by mail, please make the check or money order payable to City Treasurer

WARNING: Any vehicle with 5 or more outstanding citations may be impounded in accordance with Section 22651, Calif. Vehicle Code. All citation related fees including towing and storage fees must be paid before the vehicle will be released.

TO FIT IN PROVIDED ENVELOPE - FOLD THIS SHEET AT DOTTED LINES
 VEHICLE COPY - RETURN WITH PAYMENT



For more information or to make a payment please visit our website at sandiego.gov/parking or call 1-866-470-1308.

Parking restrictions are necessary to properly manage and maximize the public benefit of the City's parking resources. Parking citations are issued to improve compliance with these restrictions. The majority of customers pay their parking citation within 21 calendar days to avoid additional penalties. Citations that remain unpaid will result in a lien against the vehicle registration including additional fees and penalties.

Low income customers may be eligible for a payment plan. For more information visit sandiego.gov/parking/citations.

Parking citations / tickets are not criminal offenses. They are civil penalties. Once a citation is issued, it is up to the driver or registered owner to respond to the information presented on the citation. You have 21 calendar days to contest the citation by requesting an Administrative Review. Administrative Reviews are submitted and reviewed only in writing. To request an Administrative Review please visit our website at sandiego.gov/parking/citations.

Disabled Persons Parking Placards

Within 21 calendar days from the issue date of the citation, you must remit full payment or a \$15 administrative fee along with a copy of the vehicle and disabled placard registration. If you are not the placard holder, also include a signed letter from the placard holder indicating they were being transported at the time of violation and a copy of the placard holder's driver's license or photo ID.

Registration and Equipment Violations

Registration and Equipment violations may be reduced to a \$10 fine if proof of correction or compliance is provided within 21 calendar days from the issue date of the citation. An example of proof of compliance or correction is a copy of your current, valid registration card.

**CITY OF SAN DIEGO
PARKING VIOLATION NOTICE**

The vehicle described below is in violation of the San Diego Municipal or California Vehicle Code shown. Penalty will double if not paid within 21 calendar days.



PARKING CITATION

Citation	
58300835	
Date	Time
SAT 12/05/2020	16:39
Officer	ID
RUBIO	8068
Agency	Unit
I	3287P
Location	
900 FORT STOCKTON DR	

CA 7UCH294

Violation		
Code: SDMC 86.0112(E)		
111 - VIOLATION OF SIGNS (SDMC)		
Fine	Mandated State Surcharge	Total Amount Due Now
\$40.00	\$12.50	\$52.50

005250

Vehicle		
License No.	State	Exp
7UCH294	CA	02/21
VIN	Color	
3188 (last 4 digits)	TAN	
Make	Body Style	
CADI	4 DOOR	

5890085000

Remarks	
PARK - PAY - DISPLAY / SIGN POSTED / NP	
NO VALID RECEIPT DISPLAYED	
<small>I declare under penalty of perjury that the foregoing is true and correct and that this citation was issued in accordance with 46202-CVC. For payments by mail, please make the check or money order payable to City Treasurer.</small>	

City of San Diego - Parking Administration
PO Box 129096, San Diego, CA 92112-9096

For information or to make a payment please visit our website at sandiego.gov/parking/citations or call 1-866-470-1308.

Parking restrictions are necessary to properly manage and maximize the public benefit of the City's parking resources. Parking citations are issued to improve compliance with these restrictions. To avoid additional penalties this citation must be paid within 21 calendar days. Citations that remain unpaid will result in a lien against the vehicle registration including additional fees and penalties.

Low income customers may be eligible for a payment plan. For more information visit sandiego.gov/parking/citations.

Parking citations/tickets are not criminal offenses. They are civil penalties. Once a citation is issued, it is up to the driver or registered owner to respond to the information presented on the citation. You have 21 calendar days to contest the citation by requesting an Administrative Review. Administrative Reviews are submitted and reviewed only in writing. To request an Administrative Review please visit our website at sandiego.gov/parking/citations

Disabled Persons Parking Placards

Within 21 calendar days from the issue date of the citation you must remit full payment or a \$15 administrative fee along with a copy of the vehicle and disabled placard registration. If you are not the placard holder, also include a signed letter from the placard holder indicating they were being transported at the time of violation and a copy of the placard holder's driver's license or photo ID.

Registration and Equipment Violations

Registration and Equipment violations may be reduced to a \$10 fine if proof of correction or compliance is provided within 21 calendar days from the issue date of the citation. An example of proof of compliance or correction is a copy of your current, valid registration card.

ET1805



SANDIEGO
INTERNATIONAL AIRPORT

AIRPORT AUTHORITY

PARKING CITATION NOTICE

The vehicle described below is in violation of the Authority, Municipal or California Vehicle Code (CVC) shown. Penalty will double if not paid within 21 calendar days.

WARNING: Any vehicle with 5 or more outstanding citations may be impounded in accordance with 22651 CVC. All citation related fees, including towing and storage fees must be paid before the vehicle will be released.

Citation: 770043076
Date: 11/11/20
Time: 11:26 AM
ID: 791826
Officer: Fox
Agency: AA - SDCRAA
Location: 3665 N. Harbor Dr., T- 1 parking lot
Violation: 22507.8 CVC
Descript.: Handicapped Parking

Fine: 440.00
Surcharge: 12.50
Total Amount Due: 452.50

Lic. Plate: 7VGD761
Exp: 09-21
State: CA
Color: GRAY
Make: FORD
Body: 4DR
Photos: 2
VIN: 2289

Detail 1: NO HANDICAPPED
PLACARD DISPLAYED
Detail 2: violation of posted sign

I declare under penalty of perjury that the foregoing is true and correct and that this citation was issued in accordance with 40202 CVC. If payment is made without contest, this citation cannot be appealed later, per 40204 CVC.

00770043076 045250 CA 7VGD761

1608 SAN DIEGO

PAYMENT

Pay by Phone: VISA and MasterCard accepted 24 hours/day, 7 days/week.
Call Toll free, (866) 470-1308

Pay Online at: www.sandiego.gov/parking

Pay by Mail: Make check or money order payable to the "City Treasurer". **DO NOT MAIL CASH!** Write the citation number and vehicle license number on the front of your payment.

A \$25 fee will be assessed for returned checks per 6157 CGC. Foreign or two-party checks are not accepted. If your vehicle has been impounded or the registration is on hold at the DMV due to unpaid parking citations, payment must be made in person by cash, cashiers check, money order, MasterCard or Visa.

CUSTOMER SERVICE 866-470-1308 Toll Free

REGISTRATION VIOLATIONS

Within 21 days you must provide full payment or a \$10.00 processing fee per violation and proof of correction or valid registration. Mail your request to:

City of San Diego -- Parking Citation Processing Center
Registration Violation
PO Box 6010 -- Inglewood, CA 90312-6010

DISABLED PERSONS PARKING PLACARDS

If violation resulted because a valid Disabled Persons Parking Placard was not displayed, within 21 days you must either remit full payment or a \$15 processing fee per violation and provide a copy of vehicle registration and placard ID card (valid on citation date). If not the placard holder, then also include a signed letter from placard holder indicating they were being transported at the time of violation and a copy of the placard holder's driver's license or ID.

FAILURE TO RESPOND

When appeal or payment is not received within 21 calendar days of issuance, fine amounts under \$250 are doubled. After 56 days an additional \$10 fee is added, per 40203.5(a) CVC.

Unpaid citations are subject to referral for collections, additional fees and interest, credit reporting, and the entry of a civil judgment leading to the attachment of your property or wages. Vehicles with unpaid parking citations may be immobilized or impounded, per 22651 CVC.

The DMV may be notified and renewal of the vehicle's registration denied until all fees and penalties have been paid in full, per 4766 CVC.

The owner and operator are jointly responsible at the time of issuance even if the vehicle is later sold, per 9800(a), 4751(f), 40200(b) CVC.

CERTIFICATE OF CORRECTION

Selection Violated	Signature of Person Certifying Correction	Officer ID #	Agency	Date

APPEAL PROCESS

A parking citation is not a criminal offense in California. The recipient of a parking citation has the burden of proof. An appeal must be made within 21 calendar days from the date the citation was issued.

You may appeal by writing to the address below, on-line or by appearing in person. Do not send payment with your appeal request. Provide the citation and license number or a photocopy of the citation. Evidence supporting the appeal must be submitted at the time of appeal and will not be returned nor copies provided later. A notice of the appeal decision will be mailed to you regardless of the outcome. Send your appeal to:

Mail: Parking Administration -- Citation Appeals
PO Box 129038 -- San Diego, CA 92112-9038

Online: www.sandiego.gov/parking

ATTACHMENT 6

Permit Processing Business Requirements

Residential Permits – Overview and Business Requirements

The Office of the City Treasurer, Parking Administration Program is responsible for managing the permitting process for the Residential Permit Parking areas. Currently there are five (5) areas, and they are renewed annually:

Area	Name	Period begin	Period End
A	Hillcrest	November 1	October 31
B	College	September 1	August 31
D	Barrio Logan	February 1	January 31
E	Clairemont Mesa	July 1	June 30
F	Cortez Hill	June 1	May 31

Each permit area is defined by specific addresses. Permits can only be issued to customers that prove they own or reside at a given residence address that falls within one of the defined permit areas. Each permit area has restrictions on the maximum number of permits allowed per address and is defined below.

Business Rules associated with the Number of Permits Allowed by Area

A maximum of four (4) permits are allowed per qualifying address. This may consist of three decals and one visitor permit, or four decals. A maximum of one visitor permit per address is allowed for all areas excluding Area E. Per City Council resolution Area E residents may request up to three decals and two visitor permits, four decals and one visitor permit, or five decals and no visitor permit.

Permit Fees and associated business rules **the fees listed are subject to change as reviewed and evaluated by the City*

The annual cost of each permit is \$9.00. For permits purchased in the last six months of the permit year the cost is \$8.00. Temporary permits which are valid for 2 weeks are available to Residential Permit holders for \$7.00 each. Replacement permits due to loss or theft cost \$8.00. All fees are non-refundable. All delinquent parking citations must be paid before a permit is issued.

Residential Permit types

Vehicle Decal

This permit is issued to a specific vehicle license plate and must be permanently affixed on the driver's side of the vehicle. The permit can be placed on the rear bumper, or outside rear window. The permit is not valid unless it matches the license plate number and permanently affixed. Resident is required to have a valid driver's license to purchase a decal.

Visitor Placard

An optional placard that is displayed on the dashboard or rearview mirror of a vehicle. There is a limit to one per qualifying address (except as noted for Area E in the Business Rules section above).

Temporary Permit

Residents, non-resident property owners, and commercial property tenants may obtain two-week temporary permits throughout the year. They may purchase no more than 2 valid permits at a given time. Each permit is issued to the qualifying address at the cost of \$7.00 each.

Replacement Permit

There is a \$8.00 replacement fee for lost or stolen permits, those left on vehicles that have been sold, or residents that have purchased a new vehicle.

Requirements of online application for Residential Permits

1. Customers must only be able to choose, or enter a valid address from a pre-defined list provided by the City. No account shall be created online by using an address NOT on the predefined list.
2. The application must allow for customers to upload supporting documentation. (PIF, TIFF, PDF and JPEG files types must be accepted). A maximum of 5 documents per application must be allowed.
3. The residential permit application must send an email to the customer at each stage of the registration process (account has been received, notification once account is approved or denied, once approved allow the purchase of permits, and when the order has been fulfilled by staff).
4. The application must provide a link to the current City of San Diego online parking citation payment site advising customers that all outstanding/delinquent citations must be paid prior to account being approved to purchase permits.
5. The application must restrict the number of permits purchased by address as defined above under ***Business Rules Associated with the Number of Permits Allowed***
6. The application must NOT allow the customer to edit the registered address on an approved account
7. The application must provide adequate reporting, including, but not limited to:
 - a. Applications requested by area showing status (denied, or approved)
 - b. Permits purchased by area
 - c. Permits purchased by transaction source (OTC, online, mail etc)
8. The application must allow parking admin staff the ability to sell permits over the counter, and by mail.
 - a. Staff must have the ability to create the account in the system for the customer
 - b. The same address and number of permits per address restrictions must apply to this method as well
9. The application should have a messaging area for customer correspondence
10. City staff must have the ability to create permit types as needed in the system and set permit begin and end dates and fee amounts
11. City staff must have the ability to edit existing permits as needed, for example fee changes.
12. Each permit must properly charge the customer the permit fee amount based on permit type, and time of year. For example, vehicle decals and visitor placards are reduced by \$1 when sold 6 months into the permit year. The application must have the permit start, and end dates and properly calculate the permit fee at all times.
13. The City may wish to provide a defined list of permit numbers. The application must allow for the import of these defined permit numbers to be used by staff during the fulfillment of the permit order to minimize keystroke errors.
14. The application must allow for City staff to initiate a mass email to all accounts that were approved by permit area as a reminder when the area is expiring.
15. The application must allow for special handling during renewal periods. Once a mass email is sent notifying customers of the renewal, each account should be set to pending. Customers would then have the ability to upload current proof of residency for approval by City staff prior to having the ability to purchase permits for the new period.
16. The application must allow for City staff to void existing permits for an area if necessary, freeing up permits to be issued to new residents with the original number of permits allowed.
17. The application must allow multiple customers to create accounts using the same address, while still limiting the number of permits per address.

18. Decals and temporary permits will be mailed out by the City of San Diego. The application should provide a receipt that should be customizable by the City.

Temporary Overnight Recreational Vehicle Permit (TORVP) Overview and Business Requirements

The Office of the City Treasurer, Parking Administration Program is responsible for managing the permitting process for the Neighborhood Parking Protection Ordinance (NPPO). The NPPO restricts overnight parking of oversized vehicles, non-motorized vehicles and recreational vehicles. This ordinance is authorized by Sections 86.0139 through 86.0143 of the San Diego Municipal Code (SDMC).

Business Rules associated with the Number of Permits Allowed

Permits can only be issued to customers that prove they own or reside at a given residence address within City limits. Residents may obtain a permit allowing overnight parking. A permit is valid for one 24-hour period. Residents may obtain up to three consecutive days (72 hours total) at one time. Applicants may purchase up to 72 days of permits per calendar year. The permit is only valid on the same block as the resident's address.

Permit Fees and associated business rules **the fees listed are subject to change as reviewed and evaluated by the City*

The cost of each 24-hour permit is \$1.00. All fees are non-refundable.

Business Requirements of online application for Temporary Overnight Recreational Vehicle Permits (TORVP)

1. Customers must be able to register for an online account
 - a. Registration of customer information must include the following fields, first name, last name, daytime phone, evening phone, cell phone, address number, street name, apt. City, State and zip code, email address, username and password
 - b. The application must allow multiple customers to create accounts using the same address, while still limiting the number of permits per address.
 - c. Registration of vehicle information must allow for vehicle manufacturer, license plate number and last six (6) digits of the VIN
2. The application must allow for customers to upload supporting documentation (PIF, TIFF, PDF and JPEG files types must be accepted). A maximum of 5 documents per application must be allowed.
3. The application must send an email to the customer at each stage of the registration process (account has been received, notification once account is approved or denied, once approved allow the purchase of permits, and when the order has been fulfilled by staff).
4. The application must restrict the number of permits purchased by address as defined above under Business Rules Associated with the Number of Permits Allowed
5. The application must require the customer to confirm that the vehicle is registered or in the control of a City of San Diego Resident
6. The application must require the customer to confirm that parking this vehicle will not create a safety hazard
7. The application must allow the customer to add/edit vehicles
8. The application must NOT allow the customer to edit the registered address on an approved account
9. The application must provide adequate reporting, including, but not limited to:
 - a. Applications requested by area showing status (denied, or approved)
 - b. Permits purchased by area
 - c. Permits purchased by transaction source (OTC, online, etc)
10. The application must allow Parking Administration staff the ability to sell permits over the counter
 - a. Staff must have the ability to create the account in the system for the customer

Attachment 6

- b. The same address and number of permits per address restrictions must apply to this method as well
11. The application must have a messaging area for customer correspondence
 12. City staff must have the ability to create permit types as needed in the system and set permit begin and end dates and fee amounts
 13. City staff must have the ability to edit existing permits as needed, for example fee changes.
 14. Each permit must properly charge the customer the permit fee amount
 15. The City may wish to provide a defined list of permit numbers. The application must allow for the import of these defined permit numbers to be used by staff during the fulfillment of the permit order to minimize keystroke errors.
 16. The application must allow for City staff to initiate a mass email to all accounts that were approved for informational purposes
 17. The application must allow for City staff to void existing permits if necessary
 18. The application must allow multiple customers to create accounts using the same address, while still limiting the number of permits per address.
 19. The application must provide the customer an option to print their permit from home. City staff must have the ability to design and edit printable permit details.

Payment Card Industry Data Security Standards (PCI DSS):

7W.01 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section .

7W.02 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

7W.03 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

7W.04 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

7W.05 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

7W.06 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist),

located at

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

***TW*.06.01** Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

***TW*.06.02** Upon the City's request, Contractor must provide to City a copy of the Checklist.

Form initialed and approved by:
Tim Wendler, President and Chief Executive Officer

Tim Wendler

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP No. 10089804-21-S - Parking Citation Processing Solution Services

B. BIDDER/PROPOSER INFORMATION:

Professional Account Management, LLC		n/a	
Legal Name		DBA	
633 W Wisconsin Ave., Suite 1600	Milwaukee	WI	53203
Street Address	City	State	Zip
Tim Wendler, President and Chief Executive Officer	(414) 847-3758	(414) 847-6776	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
or
- directing or supervising the actions of persons engaged in the above activity.

Tim Wendler	President and Chief Executive Officer
Name	Title/Position
Milwaukee, WI	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees	
Interest in the transaction	

Marc Lucey	VP, Parking & Mobility Solutions
Name	Title/Position
Milwaukee, WI	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees	
Interest in the transaction	

Dean Viereck	Business Development Director
Name	Title/Position
Gardena, CA	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating with City officers or employees	
Interest in the transaction	

Laura Witter	Director, PMO & Bid/Proposal Development
Name	Title/Position
Arcade, NY	Navient Corporation
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City	
Interest in the transaction	

James Kennedy	Vice President and COO
Name	Title/Position
Milwaukee, WI	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 03/24/1999 State of formation: Wisconsin

List the name, title and address of members who own ten percent (10%) or more of the company:

Professional Account Management, LLC is wholly owned by Duncan Solutions, Inc.

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
2. In the past five (5) years, has your firm been denied bonding?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.
3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No
If **Yes**, please use Attachment A to provide detailed information on the action.
7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America - Global Banking and Markets

Point of Contact: Carlos A. Huerta

Address: 701 Brickell Avenue, Miami, FL 33131

Phone Number: (305) 347-2645

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 2016009112 Year Issued: 2016

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Philadelphia Parking Authority, Pennsylvania

Contact Name and Phone Number: Corrine O'Connor, 267-784-7627
Contact Email: coconnor@philapark.org
Address: 701 Market St #5400, Philadelphia, PA 19106
Contract Date: March 1, 2019 Service Start: 2019
Contract Amount: \$ 4,200,000.00 annually
Requirements of Contract: Parking citation processing and debt collection management

Company Name: City of Milwaukee, Wisconsin
Contact Name and Phone Number: Tom Woznick, 414-286-3635
Contact Email: twozni@milwaukee.gov
Address: Municipal Building, 841 North Broadway, 6th floor, Milwaukee, WI 53202
Contract Date: September 1, 2008 Service Start: 1998
Contract Amount: \$ 3,200,000.00 annually
Requirements of Contract: Parking citation processing and debt collection management

Company Name: City of Sacramento, California
Contact Name and Phone Number: Matt Eierman, 916-870-0074
Contact Email: meierman@cityofsacramento.org
Address: 921 10th Street, 3rd Floor, Sacramento, CA 95814
Contract Date: December 1, 2019 Service Start: 2007
Contract Amount: \$ 1,100,000.00 annually
Requirements of Contract: Parking citation processing and debt collection management

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: CivicSmart, Inc.
Address: 316 N. Milwaukee St., Suite 202, Milwaukee, WI 53203
Contact Name: Sriram Somanchi Phone: (414) 877-5481 Email: ssomanchi@civicsmart.com
Contractor License No.: n/a DIR Registration No.: n/a
Sub-Contract Dollar Amount: \$ 81,600.00 (per year) \$ 408,000.00 (total contract term)
Scope of work subcontractor will perform: Parking citation issuance hardware and software
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Infosend, Inc.
Address: 4240 East La Palma Ave., Anaheim, CA 92807
Contact Name: Glen Everroad Phone: 949-874-4786 Email: glen.e@infosend.com
Contractor License No.: n/a DIR Registration No.: n/a
Sub-Contract Dollar Amount: \$ 330,000.00 (per year) \$ 1,650,000.00 (total contract term)
Scope of work subcontractor will perform: Notice and correspondence printing and mailing services
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 04/11/2016.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Tim Wendler, President and Chief Executive Officer

Tim Wendler

4/15/2021

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

E.6 Outstanding liens, claims, or judgments:
Case Name: Thomas Crock v. Citation Management, et al.
Court: Allegheny County Court of Common Pleas, Pennsylvania
Date Filed: 08/21/2019
Status: Pending
Summary: This matter involves a parking dispute, and is ongoing. The company's investigation so far does not show the claims at issue to be meritorious.

K. Statement of Subcontractors & Suppliers:
Company Name: Webiplex, Inc.
Address: 2225 E. Mayfair, Ave., Orange, CA 92867
Contact Name: Rob Rennie
Phone: 949-679-8703 Ext. 101 Email: robr@webiplex.com
Contractor License Number: n/a DIR Registration Number: n/a
Sub-Contract Dollar Amount: \$18,000 (per year) \$90,000 (total contract term)
Scope of work subcontractor will perform: Document management and business process automation solution
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type: n/a

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Tim Wendler, President and Chief Executive Officer

Tim Wendler

4/15/2021

Print Name, Title

Signature

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Professional Account Management, LLC

Certified By Tim Wendler Name Title President and Chief Executive Officer

Tim Wendler Signature Date April 15, 2021

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Professional Account Management, LLC

ADA/DBA: n/a

Address (Corporate Headquarters, where applicable): 633 Wisconsin Ave., Suite 1600

City: Milwaukee County: Milwaukee State: WI Zip: 53203

Telephone Number: 888-993-8622 Fax Number: 414-847-6776

Name of Company CEO: Tim Wendler

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: n/a

City: n/a County: n/a State: n/a Zip: n/a

Telephone Number: n/a Fax Number: n/a Email: duncanbids@navient.com

Type of Business: Limited Liability Company Type of License: n/a

The Company has appointed: Michael Smith, SVP & Chief Human Resources Officer

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 123 Justison Street, Wilmington, DE 19801

Telephone Number: 302-283-2906 Fax Number: n/a Email: Michael.Smith@navient.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Professional Account Management, LLC

Milwaukee, Wisconsin (Firm Name)
 (County) (State) hereby certify that information provided
 herein is true and correct. This document was executed on this 15 day of April, 2021

Tim Wendler
 (Authorized Signature) Tim Wendler, President and Chief Executive Officer
 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Professional Account Management, LLC DATE: 4/15/2021
 OFFICE(S) or BRANCH(ES): Milwaukee, WI COUNTY: Milwaukee

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	4		1							14	3		1
Professional	3	3	2		6	3					18	6	1	
A&E, Science, Computer														
Technical														
Sales										2				
Administrative Support	11	95	11	50	1	4			1	10	13	2	4	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	15	102	13	51	7	7			1	44	22	3	5	
--------------------	----	-----	----	----	---	---	--	--	---	----	----	---	---	--

Grand Total All Employees 270

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	4	1												
----------	---	---	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Professional Account Management, LLC DATE: 4/15/2021
 OFFICE(S) or BRANCH(ES): Gardena, CA COUNTY: Los Angeles County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial													
Professional	1													1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1										1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1										1		1
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Grand Total All Employees 4

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Professional Account Management, LLC DATE: 4/15/2021
 OFFICE(S) or BRANCH(ES): Irving, Texas COUNTY: Dallas County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		4	1	2	1							1		
Professional												1	1	
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	3	19	3	10	1	1		1				1	3	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	3	23	4	12	2	1		1				3	4	
--------------------	---	----	---	----	---	---	--	---	--	--	--	---	---	--

Grand Total All Employees 53

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled		1										1		
----------	--	---	--	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 2}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners