

**PARKING MANAGEMENT INFORMATION SYSTEM (PMIS)  
A G R E E M E N T**

**THIS AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation, registered to do business in Colorado, whose address is P.O. Box 201322, Dallas, TX 75320 (“Contractor”), jointly “the parties.”

**RECITALS**

**WHEREAS**, the City desires to retain a qualified Contractor to provide the City with specialized equipment, ministerial services, professional experience and expertise and other assistance and support specified in this Agreement and necessary to assist and support the City in successfully implementing and operating a complete, fully functional PMIS within the City; and

**WHEREAS**, the desired PMIS and all related services shall include, at a minimum, all required equipment, hardware, software, communication networks, database management functions, provision for read-only access to the database as specified by the City’s Chief Information Officer (CIO) or designee, report and recordkeeping functions, form, report and notice generation capabilities, a DMV interface, a fully compatible hand-held citation system, comprehensive collection and accounting functions, and all other professional, operational, maintenance, training and support services necessary to provide to the City a fully tested, operational and compatible PMIS; and

**WHEREAS**, the City has therefore determined to contract with the Contractor for these purposes; and

**WHEREAS**, the Contractor represents that it has the present capacity and is experienced and qualified to perform under the terms and conditions of the Agreement; and

**WHEREAS**, the Contractor is willing and able to perform, in accordance with the terms and conditions of this Agreement, as an independent Contractor;

**NOW, THEREFORE**, incorporating these recitals into the binding terms and in consideration of the premises and the mutual covenants and obligations herein set forth, the parties mutually agree as follows:

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1 **“Agreement”** means this Parking Management Information Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference between the City and Contractor, Contract Number 201418112.

- 1.2 **“Brand Features”** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- 1.3 **“Confidential Information”** means any Data that a disclosing party treats (1) in a confidential manner and that is (2) marked “Confidential Information” or is considered “Protected Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.
- 1.4 **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement, and includes City Data, End User Data, and Protected Information.
- 1.5 **“Data Compromise”** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.
- 1.6 **“Documentation”** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by Contractor to City. All proprietary documents loaned to City for assistance in City’s use of Services remain property of Contractor and shall be returned to Contractor and any copies made thereof be destroyed or also returned to Contractor.
- 1.7 **“Downtime”** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.
- 1.8 **“End User”** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants,

auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.

- 1.9 **“End User Data”** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User’s use of Contractor Services.
- 1.10 **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.11 **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.12 **“Protected Information”** may include but is not limited to personally-identifiable information, student records, protected health information, criminal justice information or individual financial information (collectively, “Protected Information”) that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These, as applicable, include but are not limited to: the Colorado Constitution, the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard (PCI DSS),
- 1.13 **“Project Manager”** means the individual who shall serve as each party’s point of contact with the other party’s personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.
- 1.14 **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled **PARKING MGT CCD0621A (PARKING MANAGEMENT INFORMATION SYSTEM)**.

- 1.15 “*Services*” means Contractor’s computing solutions, provided to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.16 “*Third Party*” means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.
- 1.17 “*City Data*” includes credentials issued to City by Contractor and all records relating to City’s use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

## **2. RIGHTS AND LICENSE IN AND TO DATA**

- 2.1 The parties agree that as between them, all rights, in and to Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder and for contractual obligations arising from name and address acquisition agreements or otherwise required by law. Notwithstanding the acknowledgments in this section, the City and Contractor acknowledge that the name and address information is subject to the Drivers Privacy Protection Act (18 U.S.C. 2721 et seq.) and various State and DMV regulations.
- 2.2 All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.
- 2.3 This Agreement does not give a party any rights, implied or otherwise, to the other’s Data, content, or Intellectual Property, except as expressly stated in the Agreement.
- 2.4 City retains the right to use the Services to access and retrieve Data stored on Contractor’s Services infrastructure at any time at its sole discretion for the duration of the Agreement

## **3. DATA PRIVACY**

- 3.1 Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City’s and its End User’s sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor’s own benefit and, in particular, will not engage in “data mining” of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

- 3.2 Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors (“Contractor Staff”) who need to access the Data to fulfill Contractor’s obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling.

#### **4. DATA SECURITY AND INTEGRITY**

- 4.1 All facilities used to store and process Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure. Such measures, as applicable, include, but not limited to, the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); and the Payment Card Industry Data Security Standard.
- 4.2 Contractor will encrypt all sensitive City Data and End User Data in motion across the corporate boundary with encryption solutions that meet those standards specified in FIPS 140-2 unless specified or instructed otherwise by the City.
- 4.3 Contractor shall at all times use industry-standard security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.
- 4.4 Prior to the Effective Date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:
  - 4.4.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor’s security policies, procedures and controls with access to review;
  - 4.4.2 A vulnerability scan, performed by a mutually approved Third Party scanner, of Contractor’s systems and facilities that are used in any way to deliver Services under this Agreement;
  - 4.4.3 A formal penetration test performed by a process and qualified personnel mutually approved, of Contractor’s systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.5 Contractor will provide City access to review the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor’s receipt of such results.

- 4.6 Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City access to review the written evidence of remediation.
- 4.7 City may require, at its expense, that Contractor perform additional audits and tests, the results, with access to review, of which will be provided to City within seven (7) business days after Contractor's internal work has been conducted and Contractor has attained receipt of such results; .
- 4.8 Contractor shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits, along with Contractor's with access to review.

**5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:
  - 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
  - 5.1.2 Consult with City regarding its response;
  - 5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
  - 5.1.4 Upon City's request, provide City with a copy of its response.
- 5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with electronic copies of Data, within two full business days or sooner depending on scope of work.

**6. DATA COMPROMISE RESPONSE**

- 6.1 Contractor shall report, either orally or in writing, to City any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing with access to review and supplied to City as soon as

reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

- 6.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 6.3 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.4 Within three (3) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have initiated implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure and will provide associated documentation within 5 days of resolution.
- 6.5 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.
- 6.7 Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise of Xerox systems, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

## **7. DATA RETENTION AND DISPOSAL**

- 7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2 Contractor agrees to back-up records for every update transaction in the parking citation database on a daily basis and implement strict control and reconciliation procedures for every system update. Data backup and recovery are a key component of the Business Continuity/ Disaster Recovery processes. Full-volume backups are performed every weekend. These backups are duplexed, with one backup copy delivered to Contractor's secure offsite vault within 24 hours, and the other remaining in secure storage at the Contractor's data center. "Online" backups are taken of all databases on a daily basis using standard database backup utilities, while the databases are active. These backups are duplexed with one copy and its associated protection logs that contain database changes, transported off-site to our secured vault facility. Daily incremental backups are taken of every non-database dataset that has been revised since the last backup (including but not limited to operating software, source code, procedure, copy, and transaction libraries).
- 7.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City and/or End User Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4 In the course of business under this Agreement, Contractor will retain logs associated with End User activity pursuant to the previous course of conduct for the PMIS.
- 7.5 Contractor will immediately preserve the state of the Data at the time of the request and place a "hold" on Data destruction or disposal under its usual records retention policies of records that include Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

## **8. DATA TRANSFER UPON TERMINATION OR EXPIRATION**

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide the data



to the City in a mutually agreed upon format that is readable by the City. Contractor will create an export process that will build a text delimited index file that will contain at a minimum, the image reference points (ex. Ticket numbers) and corresponding image file names. In addition, Contractor will also export all referenced and corresponding images into a multi folder format that breaks down images by the year and month in which they were scanned and / or created.

- 8.2 Contractor will provide City with no less than ninety (90) calendar day's notice of impending cessation of its business or that of any subcontractor and any contingency plans in the event of notice of such cessation.
  - 8.3 Contractor shall designate a representative who shall act as a single "point of contact" between the Contractor and the City and who shall have decision making authority to address end-of-contract and transition related activities.
  - 8.4 In no event shall Contractor delete or otherwise remove City Data without the prior written consent of the City.
  - 8.5 Contractor shall transfer all record data related to the existing parking agreement in a format to be mutually agreed upon by the parties. Contractor shall provide a sample file of ten thousand (10,000) interrelated records within two (2) weeks from the date the City files a detailed request. Contractor shall provide two full data production files for testing during the term of the agreement and send a final production file to the City or other designated City agent.
  - 8.6 Contractor shall identify and maintain any current records storage facilities until April 30, 2020 unless otherwise instructed in writing by the City.
  - 8.7 Contractor shall provide the City with access to the records belonging to the City which are currently maintained by Contractor within fifteen (15) days of the City's request for such access. The City's request shall specify the type of access required by the City and the Contractor shall provide such access within the time period set forth herein. The City and Contractor agree that any and all responsibility for City records shall transfer to the City on April 30, 2020.
  - 8.8 Prior to the expiration date of this Agreement, Contractor shall transition ownership of the P.O. Box and all customer service phone numbers for the City's operation.
9. **SERVICE LEVELS.** *See* Scope of Work.
  10. **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** *See* Scope of Work.
  11. **INSTITUTIONAL BRANDING.** Contractor Services will provide reasonable and appropriate opportunities for City branding of Contractor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the

functions provided in this Agreement and as specified in the attached Plan. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Contractor may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission obtained from City personnel authorized to permit City brand use.

12. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

13. **WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 13.1 Services Warranty. Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation. Contractor shall offer City warranty coverage equal to that offered by Contractor to its other Parking Management Information System customers.

Contractor's obligations for breach of the Services Warranty shall be limited to using its reasonable efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any material breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such material breach, City may, in its discretion, either extend the time for Contractor to cure the material breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.

- 13.2 Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 13.3 Intellectual Property Warranty. Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services

to City in accordance with the terms of this Agreement; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall remain in effect for one year after the expiration or termination of this Agreement.

- 13.4 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall remain in effect for one year after the expiration or termination of this Agreement.
- 13.5 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 13.6 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.
- 13.7 Compliance With Laws Warranty. Contractor represents and warrants to City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Services to City.
- 13.8 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 14. CONFIDENTIALITY

- 14.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.
- 14.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 14.3 Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 14.4 Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.
- 14.5 Contractor agrees, with respect to the Confidential Information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such Data or Confidential Information, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or

decompilations, in whole or in part, of such Data or Confidential Information; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such Data or Confidential Information or work products incorporating such Data or Confidential Information to the City.

14.6 Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

14.7 Notwithstanding any other provision of this Agreement, the City is furnishing Data or Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Data or Confidential Information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

15. **PROTECTED INFORMATION.** During the course of this Agreement, should Contractor come into possession of any Protected Information, Contractor may not disclose this information to any Third Party under any circumstances except under the required performance of this Agreement or as contractually obligated.

16. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED AND HARDWARE TO BE DELIVERED:**

16.1 Contractor, under the general direction of, and in coordination with, the City’s Manager of Public Works or other designated supervisory personnel (the “Manager”) agrees to provide the Services listed on Exhibit A at the Prices listed on Exhibit C. Exhibit A may be supplemented by the parties for the inclusion of new products and technologies without having to amend this Agreement provided that any new supplemental Exhibit A is agreed to by the Manager and the Contractor in writing or contained in a Task Order.

16.2 As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth on Exhibit A and when a Task Order is placed pursuant to Exhibit A, to the City’s satisfaction.

- 16.3 The Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
- 16.4 The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 16.5 **Vendor Supported Releases.** The Contractor shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (*e.g.*, Java JRE, code signing certificates, .NET, jquery pluggins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.
- 16.6 **Scope of Services; Task Order:** The Contractor, under the general direction of, and in coordination with the Manager, shall diligently perform any and all authorized services required under this Agreement. The Contractor will provide specialized professional services to support the provisioning of technology services to the City and its constituents. These specialized services will be negotiated on a case by case basis. The City shall authorize specific assignments for the Contractor by placing a written Task Order signed by the Manager and the Contractor (the “Task Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor’s services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Task Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.
- 16.7 **Personnel:**
- 16.7.1 All key personnel identified in a Task Order will be dedicated by Contractor to the City. The Contractor shall submit to the Manager a list of any additional personnel who will perform services under a Task Order within thirty (30) days after a Task Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager.

16.7.2 The Parties intend that all key personnel be engaged to perform their specialty for all services required by a Task Order and that the Contractor shall retain all key personnel for the term of the Task Order. If the Contractor must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Contractor's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Contractor a reasonable period of time to correct the performance or (b) require the Contractor to replace the personnel as soon as practicable.

16.7.3 While the Contractor may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Contractor's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Contractor of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

16.7.4 The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

**17. GRANT OF LICENSE; RESTRICTIONS:**

17.1 Contractor hereby grants to City a right and a limited, non exclusive license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a) for the duration of

this Agreement.

- 17.2 Title to and ownership of the Service will remain with Contractor. City will not reverse engineer or reverse compile any part of the Service. City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.
- 17.3 All proprietary documents loaned to City for assistance in City's use of said license shall be returned to Contractor and any copies made thereof destroyed or also returned to Contractor.

18. **TERM:** The term of the Agreement is from November 1, 2014 through October 31, 2019. The City may extend the Term of the Agreement for one additional two year period upon written amendment of this Agreement.

19. **COMPENSATION AND PAYMENT:**

19.1 Fee: The fees for the Service, technology related services and Hardware are described in Exhibit C (the "Fee"). The Fee and payment for any Task Order placed, shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the Payment Milestones contained in the Exhibits or a Task Order.

19.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

19.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance, D.R.M.C. §20-107 et.seq.

19.4 Maximum Contract Liability:

19.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FIFTY MILLION DOLLARS (\$50,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A, or a Task Order. In the event the continuation of services by the Contractor would cause the amount payable to the Contractor to exceed such amounts, the Contractor agrees to suspend services until such time as additional funds sufficient to cover the services are appropriated and encumbered for purposes of this Agreement. Any work performed, services provided or hardware or software provided after the funding amount is exceeded shall be performed at Contractor's risk and without authorization under the Agreement.



19.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

19.4.3 Contractor shall have no obligation to perform hereunder in the event the City does not pay Contractor as provided for hereunder or if funds have not been appropriated for payment under this Agreement.

**20. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**21. TERMINATION:**

21.1 The City has the right to terminate the Agreement with cause upon written notice, notwithstanding the preceding, Contractor shall first have the right to remedy the default(s) within twenty (20) days (or within such other time period as the City and Contractor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after receiving written notice from the City setting forth in reasonable detail the events of the cause for termination, and without cause upon ninety (90) days prior written notice to the Contractor.

21.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

21.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except that the City agrees to compensate Contractor for (i) all fees or other amounts due for work in accordance with the provisions of this Agreement for all fees or other amounts due for work completed or partially completed prior to contract termination. If the termination is for the convenience of the City, Contractor shall submit a final invoice within 60 days of termination and upon approval by the City, City shall pay Contractor for unamortized costs and other costs reasonably incurred by the Contractor to implement the termination. For purposes of determining termination costs both parties agree that

this will include unamortized software development costs and lease termination costs. City and Contractor agree that a reasonable estimate of these costs will be the number of months remaining in the initial base contract at time of termination multiplied by \$14,400 per month. For clarification purposes, if 10 months of contract term remained at time of termination, City will owe contractor \$144,000. This rate is subject to adjustment based on new requests from the City occurring after contract signing.

21.4 In the event of termination of this Agreement by the City for any reason, the Contractor will use reasonable efforts to actively and in good faith cooperate and coordinate with, and assist, the City and with any successor contractor or provider retained by the City in transitioning the operation and function of the PMIS to an internal City operation or to a successor contractor or provider, in the City's sole discretion, including but not limiting to assisting in transitioning the functioning of PMIS Hardware and Software to accommodate new or different hardware or software proposed to be utilized to operate and maintain an ongoing PMIS, to the end that the operation of the PMIS and the City's operation of its Parking Citation program shall not be materially disrupted or interrupted or rendered dysfunctional by such transition.

22. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records applicable to financial records but shall not include Contractor's costing rates, actual costs and profit of the Contractor, involving transactions related to the Agreement. The rights to access will last for the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

23. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

24. **INSURANCE:**

24.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Contractor shall provide at least thirty (30) days prior written notice to City in the event of insurance

cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 24.2 Proof of Insurance: Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the standard ACORD form type certificate of insurance attached as Exhibit E, preferably an ACORD certificate, complies with all insurance requirements of this Agreement as negotiated with Contractor. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.
- 24.3 Additional Insureds: For Commercial General Liability<sub>2</sub> and Business Auto Liability Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Such additional insured requirement may be met through a blanket additional insured basis.
- 24.4 Waiver of Subrogation: For the commercial general liability and business automobile liability coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City, which may be met through a blanket waiver basis.
- 24.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Subcontractors shall include City and Contractor as additional insured under its policies (with the exception of Workers' Compensation) ~~or~~ and shall ~~ensure~~ require that all such subcontractors and subconsultants maintain the required coverages at subcontractors' and subconsultants' expense. Contractor agrees to provide proof of insurance ~~for~~ from all such subcontractors and subconsultants upon request by the City.
- 24.6 Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by the State of Colorado statute for each work location within the State of Colorado and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and

\$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees in the State of Colorado who may be eligible under any State of Colorado statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

- 24.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy general aggregate.
- 24.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- 24.9 Errors & Omissions: Contractor shall maintain Errors and Omissions insurance including cyber liability, network security, and privacy liability coverage with limits of \$1,000,000 per claims made basis and \$1,000,000 policy aggregate.
- 24.10 Commercial Crime: Contractor shall maintain \$1,000,000 per loss in commercial crime insurance coverage. Coverage shall include theft of City's property in the care, custody, and control of and being handled by contractor's employees. City shall be named as a Joint Loss Payee with Contractor as its interest may appear.
- 24.11 Additional Provisions:
  - 24.11.1 For Commercial General Liability the policies must provide the following:
    - 24.11.1.1 That this Agreement is an Insured Contract under the policy;
    - 24.11.1.2 Defense costs are outside the limits of liability;
    - 24.11.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
    - 24.11.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - 24.11.2 For claims-made coverage:
    - 24.11.2.1 The retroactive date must be on or before the contract date or the first date when any goods or services were provided

to the City, whichever is earlier.

**25. REPRESENTATION AND WARRANTY:** Contractor represents and warrants that:

- 25.1 The Service will conform to applicable specifications, operate in substantial compliance with applicable Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- 25.2 all technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 25.3 all technology related services will conform to applicable specifications and the Exhibits attached hereto;
- 25.4 it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;
- 25.5 there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 25.6 the Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;
- 25.7 the software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data.

**26. DEFENSE AND INDEMNIFICATION:**

- 26.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for actual damages to persons or property arising out of, resulting from, or relating to the work Contractor or its subcontractors performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- 26.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 26.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- 26.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 26.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 26.6 Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any reasonable and actual loss, cost, expense or liability (including but not limited to reasonable attorney's fees and awarded damages) arising out of a claim that the Services, or their authorized use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Service so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense.
- 26.7 Except for Contractor's general and specific indemnification obligations to the City contained within this Agreement, the City agrees that under no circumstances may the City claim from the Contractor any special, consequential, indirect, punitive, speculative, incidental or indirect damages, all of which Contractor specifically waives from the City, whether such claim is based on a cause of action based in contract, negligence, strict liability, warranty, operation of law or otherwise.
27. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and

all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

28. **TAXES, CHARGES AND PENALTIES:** Fees are exclusive of all sales, use and similar taxes that are required to be paid under applicable law in respect of all transactions contemplated by this Agreement. The City shall be liable for such taxes and any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115 unless the City provides proof of its tax-exempt status. The City and Contractor agree and understand that no such taxes are required to be paid under currently applicable law and fact.
29. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
30. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
31. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
32. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
33. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
34. **CONFLICT OF INTEREST:**

34.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

34.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

35. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Public Works  
City and County of Denver  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

36. **DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

37. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the



Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

38. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
39. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
40. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
41. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
42. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
43. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

44. **INUREMENT**: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
45. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
46. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
47. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
48. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
49. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
50. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
51. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and

time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

## **52. PCI/DSS COMPLIANCE FOR “IN-SCOPE” SERVICES**

- 52.1 The Contractor covenants and agrees to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally “Association”), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). Contractor represents and warrants that all of the hardware and software components that it utilizes for the City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Contractor uses under the Agreement must be recognized by VISA as compliant with PABP. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Contractor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PADSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.
- 52.2 The Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall immediately notify the City in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- 52.3 Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor’s system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.
- 52.4 The Contractor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City’s sole discretion, allow the City’s contracted PCI DSS compliance auditor full access to the Contractor’s system(s) at any time to provide this verification to the City. Any cost associated with the City’s contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Contractor or any of Contractor’s Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to

this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this section or under other provisions of this Agreement.

- 52.5 In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

### **53. COMPLIANCE FOR IN-SCOPE SERVICES**

- 53.1 The Contractor covenants and agrees to comply with the processing, handling, and security standards and guidelines as applicable, including but not limited to:
- 53.1.1 Health Insurance Portability and Accountability Act (HIPAA)
  - 53.1.2 Family Education Rights and Privacy Act (FERPA)
  - 53.1.3 Children's Online Privacy and Protection Act (COPPA)
  - 53.1.4 Federal Bureau of Investigation Criminal Justice Information Systems (CJIS) Security Policy

and further covenants and agrees to maintain compliance with the same when appropriate for the Data and Services provided under the Agreement. Contractor

further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or Data may be utilized within the Services that change the compliance requirements. In the event that compliance requirements change, the Contractor and City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. In the event that compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the agreement for cause.

**54. BONDING REQUIREMENTS:**

- 54.1 Surety Bonds: The Payment and Performance Bond required in this Paragraph must be issued by a corporate surety authorized to do business in the State of Colorado. The Payment and Performance Bond shall be in the amount of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000.00) After the Agreement is executed, the Contractor shall furnish corporate surety bonds as a guarantee of the faithful performance of the Agreement and the payment of bills for labor and materials.
- 54.2 Payment Bond. To the extent the Contractor subcontracts its responsibilities under the Agreement, the Contractor shall furnish a Payment Bond in the form of an annually renewable payment bond form to be provided by Contractor's Surety Bond Broker which, when executed by the Contractor and the surety, shall be a guarantee that all of those performing hereunder shall be paid. This Payment Bond shall be renewed annually for each year that this Agreement is extended or renewed. The Payment Bond shall also meet all requirements of Title 38, Article 26 of the Colorado Revised Statutes, as amended.
- 54.3 Performance Bond. The Contractor shall also furnish and pay for a Performance Bond which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor's obligations in strict accordance with the terms of this Agreement. The Performance Bond shall be in the form of an annually renewable performance bond form to be provided by Contractor's Surety Bond Broker. The Performance Bond shall be renewed annually for each year that this Agreement is extended or renewed. The form of the fully executed and approved performance bond to be provided by Contractor's Surety Bond Broker shall be attached hereto as Exhibit D and the executed performance bond shall be incorporated herein as Exhibit D after contract signing.

**55. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

- 55.1 This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- 55.2 The Contractor certifies that:
- 55.2.1 At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- 55.2.2 It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- 55.3 The Contractor also agrees and represents that:
- 55.3.1 It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 55.3.2 It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 55.3.3 It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- 55.3.4 It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- 55.3.5 If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- 55.3.6 It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

55.4 The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**EXHIBITS**

**A-SCOPE OF WORK**

**B-CERTIFICATES OF INSURANCE**

**C-COMPENSATION AND PRICING**

**D-SAMPLE BOND FORM**

**Contents**

- Exhibit A ..... 3
  - Agency Scope of Work ..... 3
  - Statement of Work ..... 3
  - Section I: Definitions ..... 3
  - Section II: Vendor Expectations ..... 5
    - Help Desk Services/ Customer Service and Technical Support..... 8
  - Section III: General Operations ..... 10
  - Section IV: Financial Services ..... 27
  - Section V: Parking Violations Bureau ..... 30
  - Section VI: Parking Enforcement ..... 33
  - Section IIX: Required Identity Manager Integration Task Order ..... 43
  - Section IX: Project Tasks and Timeline ..... 44
  - Project Methods and Deliverables ..... 44
    - Project Resource Responsibilities ..... 44
    - Project Planning ..... 46
    - Planning Deliverables: ..... 46
    - Design Deliverables ..... 48
    - Fit Gap Meetings / Expectation Deliverables ..... 49
    - Global Configuration Deliverables ..... 49
    - Interface Deliverables ..... 50
    - Expectations ..... 51
    - Change Orders ..... 51
    - Warranty ..... 51
  - PMIS Functional Validation: ..... 51
    - Configuration Testing Deliverables ..... 51
    - Expectation Validation Review and Documentation ..... 52
  - Deployment ..... 52
    - Deployment Deliverables ..... 52
  - Training and Documentation ..... 52



Training ..... 52

Final Validation and Close-out ..... 53

Documentation ..... 54

Close-Out Process ..... 54

Project Milestones, Deliverables, Assumptions..... 54

## Exhibit A

### Agency Scope of Work

#### Statement of Work

This is a performance-based service, workflow, procurement, payment and software maintenance contract with Xerox Incorporated (the Contractor) for a Parking Management Information System (PMIS). The Contractor shall assume the responsibility for program management, PMIS Software installation, maintenance and testing for the City and County of Denver as outlined below. This Scope of Work, details the Contractor's responsibility for the PMIS, and equipment, ministerial services, professional and technical experience and expertise and other assistance and support to support aspects of the City's on-street asset management and parking operations including: making available detailed reports, training of City personnel, developing recommendations for policy, implementing and adapting operations, payment, adjudication and other services as outlined below.

The systems functions are categorized into Parking Operations, Program Operations, Processing, Adjudication, Analytics, Collections, Permitting, and Administrative Citations.

The Contractor will provide a sufficient number of staff with the required expertise to support the City's programs, ongoing operations, and goals as outlined in this Exhibit A.

#### Section I: Definitions

- A) PMIS or System: The terms "PMIS" or "System" shall mean a completed, fully tested and operational Web-Based Parking Management Information System including but not limited to eTIMS™®, Merge® and PocketPEO®.
- B) Reports: The term "Reports" shall mean the presentation of applicable data contained within the PMIS in electronic format. Specific content requirements for each Report shall be described herein.
- C) Days: The term "Day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.
- D) Business Days: Business Day(s) shall mean working days excluding nationally recognized holidays and weekends.
- E) eTIMS™®: Xerox's Electronic Ticket Management System (eTIMS™®) enterprise software application for ticket processing and adjudication hearing support.
- F) Parking Meter (Meter(s)) or Metering Device: Parking Meter or Metering Device means the parking meters, pay and display stations, electronic metering devices, and other similar devices that may be used from time to time in connection with the On-Street Parking System, including any shelters used to guard the devices and patrons from the elements utilized by the City in its discretion, but excluding Affected Property.
- G) Parking Space (Space(s)): Parking Spaces means a Metered Parking Space, or those parking spaces where during certain periods of time payment of a metered parking fee is required for parking a motor vehicle a that space or place for a limited period of time.

- H) Merge®: Xerox's enterprise software application that creates a smart grid for parking data analytics. Modules include revenue management, enforcement reporting, maintenance and collections routing.
- I) PocketPEO®: Xerox's parking ticket issuance application software that is integrated with multiple types of handheld ticket issuance devices.
- J) GPS: As enabled on the handheld ticket issuance devices via the wireless carrier, the Global Positioning System (GPS) is used for location of points on the Earth.
- K) Contract Manager: The Contract Manager shall mean the Manager of Public Works or their specified designee. The Manager of Public Works will provide the Contractor with written notification of the Contract Manager within 5 days of execution of this contract or any change thereafter.
- L) Program Manager: The Program Manager shall mean the Contractor's primary employee responsible for the coordination, implementation, accountability and the terms of this Agreement. The Program Manager shall serve as a single point of project contact for the City, will work with the City on the development, modification and implementation of Contract provisions and business rules, and manage the Contractor's local team, all of whom shall be located within the City, as outlined below and sub-contract partners. Additionally, the Program Manager shall be responsible for the delivery of items and services outlined herein.
- M) System Administrator: The Contractor shall provide the City with the services of a Senior Systems Administrator dedicated to the on-site analysis, design, setup implementation, oversight of maintenance, repair and replacement of System IT infrastructure and PMIS supporting systems. This position shall be responsible for upkeep, configuration, and reliable operation of computer systems and software identified within this Agreement including but not limited to handheld citation issuance devices, printers, and mobile license plate recognition equipment.
- N) Technician: The Contractor shall provide the City with the services of a System Technician dedicated to the on-site troubleshooting, maintenance of all elements of the deployed PMIS solution. This technician shall be housed on-site and will be available to immediately diagnose and resolve any issues that may occur with PMIS operational equipment, software, or a related implementation. The City shall have the option to review the functional need for this position annually. If, in the City's sole discretion, the need is not justified, pricing shall be adjusted as outlined in Exhibit C, Section I §A, a-vii.
- O) Business Analyst: The Contractor shall provide the City with the services of a Project Analyst. The Project Analysts shall be responsible for developing management reports and working with the City to review, analyze and document PMIS business rules, project lifecycles and related schedule.
- P) LRMS Specialist: The Contractor shall provide the City with a Land Record Management System Specialist. This Specialist shall be responsible for the ongoing management and maintenance of projects associated LRMS deployments, training and general customer service, at industry standard salaries for the Denver region. The City shall have the option to review the functional

need for this position annually. If, in the City's sole discretion, the need is not justified, pricing shall be adjusted as outlined in Exhibit C, Section I §A, a-viii.

- Q) Department of Public Works: Unless otherwise set forth, the Manager of Public Works or designee shall have primary responsibility for the administration of this Agreement in accordance with the terms and conditions specified herein. The Manager or their designee shall be responsible for validating functional deliverables required hereunder.
- R) Availability Level: Availability level shall be calculated by taking the total number of hours in a given month and subtracting out the number of hours the system was available. For example, January is comprised of 31 days, thus 744 hours. If the system was unavailable for 30 hours, then:

$$30 \text{ Unavailable Hours} / 744 \text{ Potential Hours} = 95.96\% \text{ Uptime}$$

## **Section II: Vendor Expectations**

- A) Coordination and Cooperation: Reasonable coordination with the City and its involved agencies, designees and the public shall be a continuing work item for the contractor and any/all employees or subcontractors. Such coordination shall consist of regular progress and review meeting with the City and Work sessions, as reasonably requested by the Manager of Public Works or Contract Manager, other involved agencies and as otherwise directed by the City and Contract Manager. The Contractor shall document all such conferences and distribute notes of such conferences to the Contract Manager, as requested. Additionally, the Contractor shall maintain a list of standing items for communication and action and share this with the City on a bi-weekly basis.
- B) Sub Contractor Performance and Approval: The Contractor may retain and shall be responsible for the performance and managing sub-contractors to fulfill their obligations set forth in this agreement. The Contractor shall endeavor to provide and contract for services that meet performance requirements. The Contractor shall provide the City with written notification of all sub-contractors within 5 days of execution of this contract or any change thereafter.
- C) Standard of Performance: All of the services and work performed by the Contractor under this Agreement in the operation of the PMIS shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or provide services of a similar nature to the performance described in this Agreement, together with the terms, conditions and covenants of this Agreement. All provisions of the PMIS, including PMIS Hardware, PMIS Software and Related Services of whatsoever nature provided by the Contractor to the City pursuant to this Agreement, shall be prepared or provided in a professional manner and conform to the standard of quality normally observed by competent professionalism providing deliverables of a similar nature, together with the terms, conditions and covenants of this Agreement.
- D) Qualified Personnel: All of the PMIS activity performed or PMIS Hardware, PMIS Software or Related Services provided by the Contractor or any Subcontractor under this Agreement shall be

performed only by competent, qualified personnel under the supervision of the Contractor and in the employ of either the Contractor or an approved Subcontractor. The Contractor will ensure adequate staffing of all aspects of the PMIS with such personnel.

Within sixty (60) Days of the Contract Execution Date, the Contractor will provide to the City a list of the key personnel that will be assigned to the PMIS along with appropriate supporting materials about their credentials. The Contractor will promptly notify the City in writing of any changes in key personnel during the term of this Agreement. The Contractor will comply with the City’s reasonable requests regarding assignment and removal of personnel, but all personnel, including those assigned at the City’s request, must be supervised solely, and at all times, by the Contractor.

- E) PMIS System and Related Service Warranty: The Contractor warrants the PMIS and all related services will be operated or performed as specified herein during the term and any renewal term of this agreement. The Contractor shall be responsible for the prompt correction of any errors and omissions associated with the PMIS Operation and the performance of all Related Services. In the event of any interruption in the PMIS Operation or failure of the PMIS or the Contractor’s personnel to perform all Related Services as agreed, the Contractor agrees to use best efforts to immediately restore PMIS Operation or provide such Related Services during the term of this Agreement. The Contractor agrees to operate the PMIS as specified herein and warrants that the PMIS and all enhancements shall perform in accordance with the specifications and requirements detailed herein for the term of the Agreement.

Service Level Agreement: All problems experienced with functional of the PMIS shall be communicated to Contractor via the City’s Contract Manager. The Contract Manager shall coordinate communication between the City’s technology experts and the Contractor in an attempt to determine if the problem is caused by the internal infrastructure (e.g. server down, network down, pc problem) and forward to Xerox Customer Support group if the problem resides with the application.

If the issue is identified to be an issue with the software, the Contract Manger will contact the Contractor. The Contractor will respond to Support Calls according to the following Service Levels:

Service Level	Service Response Time	Resolution Status Update Frequency	Service Resolution Time Goal
Emergency	Less than 30 min	Every 30 minutes	Less than 30 min
High	1 hour	Every 2 hours	Within 2 hour
Medium	2 hours	Every 48 hours	Within 5 Business days
Low	8 hours	Every 10 Business Days	Within 30 Business Days

**Service Response time** refers to the maximum elapsed time after problem logged for investigation and action by the Contractor. The Contractor will communicate with CCD’s internal software support team and DPW as necessary, providing an action plan.

**Resolution Status Update Frequency** refers to the maximum time elapsed after problem has been initially logged before a status update is provided to CCD. The Contractor will continue to provide status updates to CCD within this frequency interval until such time as the problem is resolved.

**Service Resolution time** goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.

Service Levels will be determined in accordance with the following:

**Emergency**

- System down during critical support times that affect revenue generating processes or critical sever access to public. Emergency situations would exist when a critical function is unable to proceed and no work around exists. Examples would include:
  - HH Parking Down
  - ECS Interface Down
  - eTIMS™ Server Down
  - Citizen Access Portal Down
  - Adjudication Portal Down
  - Genetic System Server Issues
  - Security breaches and other security issues

**High**

- A comport of the PMIS ceases to perform as expected primarily impacting internal city personnel. Revenues and public access are not affected. A workaround exists but may be cumbersome to sustain. Examples would include:
  - System down (Software Application)
    - Business Objects
    - Report Web

**Medium**

- A comport of the PMIS ceases to function or under performs impacting internal city personnel. Revenues and public access are not affected. A workaround exists but may be sustained for a short period without significantly impacting workflow efficiencies. Examples would include:
  - Workstations interfaces with contractor systems
  - Kiosk operations
  - Equipment Service Issues where a hot swap program is not in place.
  - Service Resolution Time Goal for Genetec equipment issues in this category shall be 10 days.
- Performance issues not impacting critical processes tied to revenue generation or public access.

**Low**

- A comport of the PMIS under performs impacting internal city personnel. Revenues and public access are not affected. A workaround exists. Examples would include:
  - Report formatting
  - Equipment Service Issues where a hot swap program is in place.

The Contractor will make every effort to provide a problem resolution within the stated Service Resolution time goal.

## Help Desk Services/ Customer Service and Technical Support

The Program Manager will coordinate the resolution of service levels at no additional charge. Coordination of resolution include reporting or resolving issues discovered with the configuration, operation, or general use of the software.

- F) Planned System Outages: The Contractor will coordinate with the City on maintenance, upgrades and patches that may affect system uptime. The Contractor will schedule such outages at time of low system utilization, as mutually agreed. The contractor will work to continually limit planned outages. Planned outages in excess of 2 hours will require 5 day notification to the City.
- G) PMIS Service Levels and Billing Credits: In the event an Availability Level of ninety nine percent (99%), excluding Planned System Outages, as a result of a all Emergency Service Level issues, as specified above, is not achieved due to Contractor non-performance or fault for any individual calendar month or portion thereof, a reduction of the total invoiced amount, for citation processing, for that specific month shall be made by the City. The credit shall be a prorated reduction of the monthly invoice for citation processing by the percentage figure determined by subtracting the actual Availability Level percentage from ninety-nine percent. For example, if the Availability Level for a month is eighty-four percent (84%) the credit would be fifteen percent (15%) of that month's total invoice amount.
- H) Functional Service Delivery Penalties: The contractor recognizes the critical importance of implementing the system elements contained within this scope of work. If, for any reason, the contractor fails to provide the functional service elements associated with this scope, then they will be responsible for paying the City penalties as outlined below:
  - a. eTIMS®- If the contractor fails to deliver the functionality in any scope of service regarding eTIMS® in this contract then the contractor shall be responsible for penalty payments due to the City in the amount of \$50 per calendar day.
  - b. Merge™- If the contractor fails to deliver the functionality in any scope of service regarding Merge™ then the contractor shall be responsible for penalty payments due to the City in the amount of \$166 per calendar day.
  - c. LRMS™ - If the contractor fails to deliver the functionality detailed in the approved functional requirements and implementation strategy as scheduled then the contractor shall be responsible for compensating the City in the amount of \$166 per calendar day.
- I) Terminal and Equipment Uptime: To ensure Terminal Uptime, the Contractor shall respond to the failure of any hardware devices which fails to perform in accordance with specification within one-half (1/2) hour of receipt of notice from the City. The Contractor shall report to the Contract Manager, or designee, the actions taken to resume full service. The Contractor is expected to repair or replace equipment as necessary to ensure minimal downtime and

disruption of service. Within twenty (20) minutes of the determination that a data circuit is inoperable the Contractor shall establish a dial backup connection. The Contractor shall have in place a backup solution contingency plan approved by the City. For critical equipment the Contractor will provide repairs or a substitute, within two (2) hours of the problem report. In no case shall equipment be left inoperable for more than twenty-four (24) hours. Critical equipment shall include those items listed in Section VI.

- J) On Time Notice, Reports and Programming: The Contractor shall deliver accurate notices and customized reports, and programming modifications (not procured through task orders) no later than the mutually agreed upon schedule of time. If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly system charges billed by the Contractor, for citation processing, equal to (\$1,000.00) per day of delay as fixed and agreed credit, and not as a penalty, for each Day or fraction of a Day said deliverable later than set forth above.
- K) Browser Compatibility: The Contractor will provide a good faith effort to maintain compatibility with web browsers as outlined in Exhibit B. The City recognizes that the pace of browsers updates and modifications may be such that commitment to latest version compatibility may lag in some instances. To this end, the City agrees that compatibility to Microsoft Internet Explorer shall be paramount, and the vendor will prioritize compatibility to the functionality of operational delivery to the latest version of Microsoft Internet Explorer while guaranteeing compatibility to the functionality of operational delivery to the major version immediate preceding the latest release. The vendor must dynamically advise the user of preferred browser for utilization of the application.
- L) Business Practices: The contractor recognizes the importance of documenting business practices associated with this agreement. As such, they are fully committed to working with City personnel to establish and codify these practices in an annex to this contract know as the Business Rules. From time to time, and at the request of either party, the Business Rules may be modified or changed. The City shall take responsibility for the development and drafting of the business rules while the Contractor shall take responsibility for their implementation. There shall be no charge for the implementation of mutually agreed upon modifications of the Business Rules and those rules as required by this scope. If, at the City's request, a Business Rule is required for a significant modification of a scope element that the Contractor cannot implement given normal service levels, a task order may be established to govern the modification.
  - a. Business Rules Documentation: Documentation of business rules shall take the following forms:
    - i. A narrative shall be established to detail the intent of the rule, general practices, and describe the operational flow of the activity.
    - ii. A process flow chart shall be established to provide a visual rendering of the business practice, the various decision points as well as the ultimate outcome.



- iii. A sign off sheet shall codify the mutual acknowledgement and agreement to the practice, the date for the implementation/change and a brief description of the change.
- iv. Codified Business Rules shall be maintained in an annex to this agreement, mutually maintained by both the City and Contractor.

### **Section III: General Operations**

The Contractor will provide the City with an enterprise software application to comprehensively address the needs of right-of-way management. A central component of this application will be the creation, tracking, and adjudication of right-of-way violations. This application will seamlessly interface with a number of sub-contractor systems; systems internally housed and maintained by the City as well as externally housed systems maintained by the City's partners. This system will offer a series of regulated access points, or portals, to allow review, payment and management of the data elements contained therein.

A) PUBLIC ACCESS PORTAL: The Contractor will provide a cloud-based secure web portal for the public to pro-actively manage their parking activities. The public will navigate to the Public Access Portal (PAP) online. The PAP will be developed and maintained by the Contractor at the direction of the City in terms of the design elements (skin) and the uniform resource locator. The PAP will be segregated into two environments; an unsecured environment and a secured environment.

- a. Open Elements: This environment will, at a minimum, contain the following functionality:
  - i. General Parking Information: The public shall be able to access general parking information as provided by the City.
  - ii. Street Sweeping Reminders: Using a list driven menu system, the public will be able to complete a request for an email or text reminder for street sweeping restrictions. The system will provide them with an option to receive the reminders the day of or the day prior to the restriction. The contractor will develop and implement a system to ensure the requested notification is provided, using the identified delivery system.
  - iii. Administrative Forms: Using a list driven menu system, the public will be able to complete forms relating to the request for the modification of restrictions, request for repair and maintenance of specific infrastructure, officer complaints and requests for secured logins. Users shall be enabled to upload documents and photos to accompany their request. The electronic forms shall be developed and maintained by the contractor at the direction of the City in accordance with the applicable Business Rules.
  - iv. Payment: the contractor will provide the software and necessary technical support to allow the public to pay for a valid parking violation without signing into the customized area. Any payment will meet the payment requirements as outlined in Section V.

- v. ParkMe: The contractor shall facilitate an exchange of data between the City's parking meter vendor and third party provider to allow a web-based access to the ParkMe web site for parking guidance. This access shall be available via web site or a vendor based application to help drivers find parking availability in real time, in the form of heat maps letting users see the most likely availability of on-street parking spaces. The City shall absorb none of the cost for the development, implementation or maintenance of any such system. Any fees passed on to the public for such a system shall be subject to the review and approval of the City.
- b. Secured Elements: The secured environment will, at a minimum, contain the following functionality:
  - i. The ability for the public to set up secure user accounts linked to their parking data. At a minimum, secure accounts will require a user name, password, email address, physical address, and telephone number as required by the associated Business Rule.
  - ii. Multiple Plate Association: The system will allow for multiple license plates to be associated with a single master account as outlined within the Business Rules.
  - iii. Parking Permit: The contractor will provide the software and necessary technical support to allow the public to initiate a workflow element to apply or renew a Parking Permit online as outlined within Section V and the Business Rules. The Public will be able to identify the steps in the workflow associated with their permit as well as where in the workflow their application sits at any given point.
  - iv. Right-of-Way Permits: The contractor will provide the software and necessary technical support to allow the public to initiate a workflow element to apply for right-of-way permits as outlined within the Business Rules. Additionally, the Public will be able to identify the steps in the workflow associated with their permit as well as where in the workflow their application sits at any given point.
  - v. Payment of Fines and Fees: The contractor will provide the software and necessary technical support to securely allow the public to pay for fees associated with any permit, citation, or vehicle immobilization device associated with their master account within PAP. Any payment will meet the payment requirements as outlined in Section V.
  - vi. Review the Status of Parking Violations: The contractor will provide the software and necessary technical support to allow the public to review parking violations associated with any of the license plates associated with their master account. The public will have access to all details associated with the citations (with the exception of internal notes) including supporting images of violations, date and time of violations, location of the violations,

description of the violations, violation fines, violations status and penalties and fees.

- vii. Partial Payment Plan Enrollment and Administration: The Contractor will provide the software and necessary technical support to allow the public to enroll in partial payment plans as outlined within the applicable Business Rule
- viii. Establish and Maintain Fleet Accounts: The Contractor will provide the software and necessary technical support to all for organizations to enroll their vehicles within a fleet program as outlined within the applicable Business Rule.
- ix. Legal Correspondence: The PAP will allow the public to set preferences on how they receive correspondence relating to their account. This correspondence may include the following in electronic format (email or text):
  - 1. Notification of new citations on associated plates
  - 2. Payments Applied
  - 3. Pending application of penalties
  - 4. Warnings surrounding vehicle immobilization eligibility
  - 5. Pending expiration of Parking Permits
  - 6. Parking Holidays
  - 7. Other City Announcements
  - 8. Parking Permit Renewal
  - 9. Parking Overdue Notices
  - 10. Parking Delinquency Notices
  - 11. Vehicle Seizure Warning Notices
  - 12. All Credit Bureau Warning Notices
  - 13. Collection Sweep Notices
  - 14. Parking Dispute Outcomes
- x. Citation Dispute: The Contractor will provide the software and necessary technical support to dispute a parking violation with the Parking Magistrate through the PAP. From the PAP, members of the public may initiate a workflow to contest a parking citation. The workflow will progress as outlined in the applicable Business Rule. As part of this initiation, they may select they type of dispute they are initiating, upload a set number of documents Joint Photograph Experts Group (.jpeg) or Portable Document Format (.pdf) up to 3 gigabits.
- xi. All data contained within the Public Access Portal shall be internally accessible within Business Objects or other integrated search engine.

**B) Adjudication Portal:** The Contractor will provide the equipment, supplies and necessary software to facilitate the adjudication of parking citations. The adjudication of citations shall seamlessly process via multiple inputs through a predetermined access points. Upon

adjudication, records within the system may be automatically modified and the contractor will notify the contesting party of the disposition and next appropriate action. Citations may be contested via US Mail, electronically via the Public Access Portal or in person via the City's Parking Magistrates.

a. Workflow Element: The Contractor will provide an automated workflow for the adjudication of parking violations. This workflow will operate on a first-in-first-out basis and will allow for City personnel to quickly review and adjudicate parking citations. Once a citation has been reviewed, the system will automatically feed the next item into queue to the reviewing official. City personnel may enter notes into the system relating to the adjudication. The system shall retain all original information associated with a citation as well as all information modified as part of the adjudication. Modifications on citations shall be available in real time for payment or further processing.

i. U.S. Mail: In the case of a contested citation arriving via US Mail, the Contractor's staff shall initially review the dispute, scan all documentation associated with the dispute into the PMIS and associate the documents with the appropriate record. The dispute will then be routed to the Parking Magistrate via workflow software for adjudication. Upon the Parking Magistrates determination in the case, the system will then systematically route the case back to the contractor's staff for notification. The Contractors staff will mail notices of determination to the contesting party as outlined in the Business Rules.

ii. Public Access Portal: In the case of a contested citation arriving via the Public Access Portal, the Contesting party can upload desired documents associated with the dispute into the PMIS and associate the documents with the appropriate record. The dispute will then be routed to the Parking Magistrate via workflow software for adjudication. Upon the Parking Magistrates determination in the case, the system will then route the case back to the Contractor's staff for notification or electronically depending on the contesting party's user setting. The Contractors staff will mail notices of determination to the contesting party as appropriate and outlined in the Business Rules.

iii. In-Person: The Parking Magistrates shall have the ability to identify a record in the system for immediate adjudication as outlined in the Business Rules. In this instance, the Parking Magistrates will identify a record (as provided to them by the public) and process the dispute. Upon adjudicating the citation, the Magistrate may print a letter demonstrating their determination in the case. The contractor will provide for in-person hearing to be recorded. Within 36 months of contract execution, audio files associated with the recording will be uploaded into the PMIS and associated with specific records.

- b. Hearing with Denver County Court: At the election of the public, and in accordance with the Business Rules, hearings on parking violations may be set with the Court. The contactor will provide the Court with access to the PMIS in order to review information associated with citations. Information will also be provided the Courts as outlined below. The PMIS shall be able to record the following matters as related to hearings:
    - i. Hearing Date
    - ii. Hearing Outcome
    - iii. Failure to Appear
    - iv. Payment Information
  - c. In the event that a member of the public fails to appear for a hearing, the Magistrate shall have the ability to note the failure within the PMIS, assign fines/court costs and place the offending vehicle on the boot eligibility list.
- C) Analytics: The Contractor will provide the City with a variety of analytical tools to review, evaluate and adjust enforcement and business practices in an ongoing effort to further the goals of the City's Strategic Parking Plan, operational efficiency and business rules. These analytical tools shall include:
- a. City Sight®: The Contractor will provide the City with access to the City Sight® system. The intent of this system is to support the day-to-day activities of the enforcement organization by mediating its information and communications with integrated dashboards that are accessible on desktops and mobile devices. Data will be incorporated into the City Sight® system from eTIMS™, Data Viewer, HH Parking, Enterprise Cashiering System and ParkingPEO, MERGE® and other applicable sources. Secure City Cite access levels will be available at the Agent, Supervisor and Manager level.
    - i. Agents shall have access to the following system reports:
      1. Daily Citation Expectation by Enforcement Zone: This metric will be developed by analyzing the citations issued within the same geographic enforcement zone for period of time as established by Management, for that week and day of the year with an inflationary or deflationary adjustment as determined by Management. Agents will have the ability to view all citation expectations for all enforcement zones for any time period.
      2. Map of Citations by Enforcement Zone: This functionality will allow for a date range inquiry and will demonstrate the type and location of specific citations within all enforcement zones.
      3. Breakdown of Citations by Enforcement Zone: This functionality will allow for date range inquiry and will demonstrate the proportional type of citations issued within an enforcement zone.
      4. Cumulative Agent Citation Expectation: This metric will be developed by associating the cumulative total of Daily Citations

Expected by Enforcement Zone with individual agents based on enforcement zone assignments.

5. Agent Citation Breakdown: Agents shall have the ability to identify the number and type of citations issued on an hourly, daily, weekly, monthly and annual basis. These metrics may be graphed.
  6. Daily Mark Expectation by Enforcement Zone: This metric will be developed by analyzing the marks laid within the same geographic enforcement zone for period of time as established by Management, for that week and day of the year with an inflationary or deflationary adjustment as determined by Management. Agents will have the ability to view all mark expectations for all enforcement zones for any time period.
  7. Agent Mark Report: Agents shall have the ability to identify the number of vehicles they marked and how many marks resulted in a citation being issued.
  8. Proportional report of time spent in patrol and service by day, week, month and annually.
  9. Reports demonstrating the number of their citations contested/ adjudicated, both successfully and unsuccessfully by citation issuance date and type.
  10. Reports demonstrating the number of their citations contested/canceled as a result of officer errors by citation issuance date and type.
  11. Reports demonstrating the number of their citations contested/canceled as a result of non-officer errors by citation issuance date and type.
  12. Reports demonstrating the enforcement restrictions by block within an Enforcement Zone.
  13. The ability to make notes and associated locations within the system providing observed operational context within an Enforcement Zone.
  14. The ability to review operational context notes associated with Enforcement Zones.
  15. Reports demonstrating the number of canceled citations by agent and type.
- ii. In addition to the same access level as Agents, Supervisors shall have access to the following additional functionality:
1. Daily, Weekly, Monthly and Annual Citation Expectation by Enforcement Zone: This metric will aggregate the Daily Citation Expectation by Enforcement Zone based on the selected period.

2. Daily, Weekly, Monthly and Annual Mark Expectation by Enforcement Zone: This metric will aggregate the Daily Mark Expectation by Enforcement Zone based on the selected period.
  3. Aggregate reports of proportional time spent in patrol and service by their team members by day, week, month and annually.
  4. The ability to assign in-service personnel to Enforcement Zones by day or week.
  5. The ability to review the service status of personnel on their team.
  6. The ability to remove personnel from service for a variety of reasons (vacation, sick, FMLA, court, etc.)
  7. Reports demonstrating the number of their citations contested /adjudicated, both successfully and unsuccessfully by team.
  8. The ability to input new personnel into the system and assign them to specific teams.
  9. The ability to deactivate officers within the system.
  10. The ability to view aggregate reports of proportional time in patrol by enforcement zone.
  11. The ability to input agent service notes and associated attachments into the System.
  12. The ability to flag notes for Management evaluation.
  13. The ability to review all notes associated with an agent as filtered by date range.
  14. The ability to make notes and associated situational awareness reports within the system providing operational for an Enforcement Team.
  15. The ability to review operational context notes associated with Enforcement Teams.
- iii. In addition to the same access level as Supervisors, Managers shall have access to the following additional functionality:
1. The ability to set the period of time by which the Citation Expectation is established.
  2. The ability to set an inflationary or deflationary adjustment to incorporate into the Citation Expectation.
  3. Aggregate reports of proportional time spent in patrol agency wide by day, week, month and annually.
  4. The ability to review a map demonstrating year-over-year citation issuance by Enforcement Zone.
  5. The ability to identify value of citations issued by date, time, type and team.
  6. The ability to identify revenue associated with citations paid by date, time, type and team.

7. The ability to identify average revenue by citation type and overall by date, time, type and team.
  8. The ability to identify number of citations dismissed/reduced by date, time, type and team.
  9. The ability to identify the type of citations dismissed/reduced by date, time, type and team.
  10. The ability to identify agent/magistrate associated with citations dismissed/reduced by date, time, type and team.
  11. The ability to make notes and associated situational awareness and institutional condition reports within the system providing operational for an Enforcement Division.
  12. The ability to review operational context notes associated with Enforcement Division.
- b. Report Web: The Contactor will provide the City with automated reports designed to address specific business functions in the Report Web portal of the eTIMS™ system. These reports will be designed and maintained by the Contractor at the direction and request of the City. Additionally, the Contractor will work with the City to transition all existing reports into the Business Objects portal as outlined in the transition and implementation Exhibit B. All reports will be fully exportable to a variety of file types such as Excel, CSV, Word and Text.
- i. Reports may be generated on-demand or on a scheduled basis as identified within the parameters of each report.
- c. Business Objects: The Contractor will provide the City with access to a web-based ad hoc report generation engine known as the Business Objects portal. This flexible, intuitive business intelligence reporting system will allow users to easily generate and manipulate standard reports in an easy to use graphical interface. It will use standard Windows graphical interfaces to allow the building of reports/queries from the Master Violations File ticket repository, RPP database and payment database. In addition, the data will be filterable by date range and extractable into multiple file types (i.e. excel, cvs. Etc.)
- i. The City will be able to generate reports from the following 'Universes':
    1. eTIMS™ Ticket Information: This universe covers current and historical data associated with citations issued through the eTIMS™ application, payment plans, boot/tow records, payments, fees, collections and other core data elements.
    2. Workflow System: This universe contains workflow-related information associated with the assignment and adjudication of tickets.
    3. Pocket PEO: This universe contains timing and officer information for tickets that are issued through handheld devices prior to submission to eTIMS™.



4. Merge®: This universe contains data elements interfaced from non-Xerox data sources including but not limited to; IPS Group, Inc., Park Me, Park Mobile, Land Record Management System (LRMS).
  5. Wasp Mobile Asset Management (within 24 months of contract execution)
  6. Collections data as contained within the Managed Receivables system
  7. Other sources as mutually agreed.
- ii. While developing reports, the City shall have the ability to input equations and algorithms to modify and analyze data generated extracted from the system. This analysis may be incorporated into the report. Additionally, analytical and formatting tools of the same style and variety as those found in MS Excel 2007 or later shall be available within business objects for the formatting and development of reports. At a minimum, the following reports shall be developed and functional in Business Objects within 30 days of Contract execution:
1. Cars on City Lots
  2. Online Cashiering Report
  3. Summary Status Report
  4. MISSPC Report
  5. Daily Journal
  6. Payment Summary Report
  7. Online Cashiering Report
  8. Production Control Report
- iii. All reports will be fully exportable to a variety of file types such as Excel, CSV, Word and Text or accessible thorough mobile devices or desktop widgets.
- iv. Reports may be generated on-demand or on a scheduled basis with automatic email distribution as identified within the parameters of each report.
- d. Data Viewer: The Contractor will provide the City with a desktop application for the ad-hoc creation of general enforcement reports and the creation of Enforcement Zones and mapping of parking citations based on GPS elements created at the point of citation issuance by ParkingPEO. This tool shall include all data elements associated with a Citation and may be refined by any element therein in addition to an immobilization eligible flag.
- i. Data Viewer will be used to establish enforcement zones. Subsequent to the creation of Enforcement Zones in Data Viewer, Enforcement Zone determination may be implied base on the GPS geo-coding of various handheld events.

- ii. All reports will be fully exportable to a variety of file types such as Excel or CSV. Reports may be generated on-demand.
- e. MERGE®: The Contractor will provide the City with a web-based data brokerage system. This system will facilitate the incorporation of third-party data into a self-contained data warehouse whereby it will be accessible for analysis and reporting. Additionally, this system will allow for two-way communication, as necessary, between the PMIS and such third-party systems as appropriate. At a minimum, MERGE® will incorporate data from the following systems and contractors or other sources as mutually agreed:
  - i. IPS Group, Inc.
  - ii. HH Parking (Parking PEO)
  - iii. Any field-deployed License Plate Recognition System (specifically, Genetch)
  - iv. Any field-deployed pay-by-phone vendor (specifically ParkMobile)
  - v. Any field-deployed third-party permitting system (specifically Accela and L.R.M.S.)
  - vi. ParkMe
  - vii. eTIMS™
- f. Wasp Mobile Asset Management: The Contractor will provide the City with the software and necessary technical expertise to track, report and maintain assets associated with the PMIS. The contractor's staff will be responsible for loading all assets into the management system and labeling each of them with a unique, non-transferrable bar code. Key features shall include:
  - i. Adding new assets or removing aged assets out of the system.
  - ii. Assign due-dates and times when checking assets in or out.
  - iii. Track assets by collection route, sub-route, function or authority and by item and serial number.
  - iv. Move items by route, function, authority or custom filter.
  - v. Attach any type of file to an asset (picture, inspection report, manufacture specification).
  - vi. Creation of lasting asset tags with barcode labels.
  - vii. Purchase order and date, warranty details and/or costs.
  - viii. Implement a maintenance and audit schedule for assets by user selected parameters.
- g. HH Parking: The Contractor will provide the City with the software and necessary technical expertise to review Handheld Events securely within the HH Parking System as generated within the PocketPEO software. These events may be reviewed in real-time or history. This reporting functionality will include the ability to view a map depicting the following:
  - i. The current position of the handheld based on GPS information.
  - ii. The route of an agent based off of GPS information and time.
  - iii. Any Handheld Events (such as changes in duty status or citations issued.)

- iv. Handheld events will provide applicable detail when clicked;
  - 1. Location
  - 2. Time of event
  - 3. Type of event
  - 4. Detail of the event
    - a. Event Notes
    - b. Photos, if any
    - c. Audio, if any.
- h. Managed Receivables Reports: The Contractor will provide the City with monthly reports detailing collection activities. These reports will, at a minimum, include the following:
  - i. Monthly Activity Report: Includes citation distribution to collection sub-contractors, monthly gross collections, mailed letter volumes, outbound call volume and recall totals.
  - ii. Monthly Batch Track Report: Includes the monthly collection rate for each distributed population at 30, 60, 90, 180 and 365 day intervals.
  - iii. Monthly Goal Tracking Report: Includes the monthly collection performance against the Contractor's predictive models to ensure collection results are in line with expectations.
  - iv. Monthly Payment Distribution Report: Includes the monthly breakdown of all payments in a given month based on their forward distribution date.
  - v. Monthly Managed Receivables Roll-Up Report: This report will provide snapshot information of all collection vendors' performance under the model.
  - vi. Monthly Managed Receivables Performance Report: Includes a side-by-side comparison of all key performance indicators for each participating collection partner and is used to determine agency rankings and future distribution percentages.

**D) Permitting Portal:** The Contractor will provide the City with software and appropriate technical expertise to facilitate a variety of permit integration options. The Parking Permit ("RPP") program shall run on an internally housed, customized permitting module within the eTIMS™ system. The Contractor will provide fully integrated Land Record Management System that, while separate from eTIMS™, will facilitate the workflow, review, issuance and accounting for a limited number of permits associated with parking and right-of-way Management. At the City's direction, the Contractor will fully integrate with the City's selected electronic permitting vendor.

- a. Parking Permit: The Parking Management Information System will support the City's Parking Permit program including maintenance of permit accounts, issuance of new and renewable permits, renewals, residential permit parking areas and provide management with information on key elements of the program's operations. The functions required include:

- i. The capability to establish, maintain and modify Parking Permit districts, with the capability to add/maintain street information within the districts, though online access to the RPP database.
- ii. Inquiry of accounts and Parking Permit districts by account, license plate number, permit number, name or street.
- iii. Cashiering/Financial controls for the collection of fees, if any. Any payment will meet the payment requirements as outlined in Section V.
- iv. The ability for the public to apply for new, temporary, guest and renewal permits via the Public Access Portal, US Mail or in person at a City designated facility in accordance with the established Business Rules.
- v. The ability for the public to cancel permits via the Public Access Portal, US Mail or in person at a City designated facility in accordance with the established Business Rules.
- vi. The ability to notify permit holders (individually, by block or district) in real-time (if electronic communication was the selected preference) or nightly through a batch communication process of pertinent permit information.
- vii. The Contractor's staff or system will cross check all application eligibility based on geospatial elements and qualification/validation of individual addresses.
- viii. Based on the GIS data, applicants whose address is not eligible for permits will be notified immediately in the online process that their address does not qualify for the permit program.
- ix. Applicants that are listed as an exception will be routed to City personnel for evaluation and further processing.
- x. Applicants that have valid addresses in the City's GIS system will then be cross referenced with the appropriate permit zone, permit type as defined within the Business Rules.
- xi. Provided the permit zone and type are accurately associated, the Contractor may issues the permit as directed by the City. Permit issuance include;
  - 1. Uploading necessary information into the PMIS for all portals (real-time)
  - 2. Providing a temporary PDF permit to the applicant as outlined within the Business Rules (real time).
  - 3. Delivering a permanent, bar-coded permit sticker as outlined in the Business Rules.
- xii. If, at any point, an application is rejected or additional information is required, the Contractor's staff or system will be required and responsible for communicating the ineligibility or request for information back to the applicant in real-time (if electronic communication was the selected preference) or nightly through a batch communication process.

- xiii. All data contained within the Parking Permit module shall be accessible within Business Objects via the Merge<sup>®</sup> system or other integrated search engine.
- b. Associated Right-of-Way Permits: At the City's direction, the Contractor will provide a comprehensive Land Records Management Suite module to create, track, maintain and manage applications, reviews, comments, fees, and associated process of permits related to the right-of-way. The functions required include:
  - i. The capabilities to establish, maintain and modify Permit conditions, workflow flows, and review requirements.
  - ii. Inquiry of accounts based on Applicant Name, Permittee, Application/Permit number, location.
  - iii. Cashiering/Financial controls for the collection of fees, if any. Any payment will meet the payment requirements as outlined in Section V.
  - iv. The permitting module will allow applicant to enter details in a wizard style format which will walk them through every step of data entry to permit issuance based on the Business Rules associated with each specific permit type.
  - v. The ability for the public to apply for permits via the Public Access Portal, US Mail or in person at a City designated facility in accordance with the Business Rules established for each specific permit type.
  - vi. If, at any point, an application is rejected or additional information is required, the Contractor's staff or system will be required and responsible for communicating the ineligibility or request for information back to the applicant in real-time (if electronic communication was the selected preference) or nightly through a batch communication process.
  - vii. Permits issued for Parking Meter and Kiosk Bagging will interface with the City's identified parking meter and permitting vendors. This interface shall be bi-directional, and all relevant information will be pushed and pulled between the LRMS permitting module, eTIMS™ and the identified parking meter vendor's back-end system outlined in the applicable Business Rules.
  - viii. Parking Meter and Kiosk Bagging shall be electronically transmitted, or queued to be transmitted at a later date, to field personnel for appropriate action. This transmission shall include the relevant permit details as well as a copy of the appropriate permit to be printed via the field tablets outlined in Section VII on the field printers.
  - ix. The ability to issue corrective orders and administrative citations associated with permit infractions or code violations.
  - x. Provided the permit zone and type are accurately associated, the Contractor may issue the permit as directed by the City. Permit issuance include;
    - 1. Uploading necessary information into associated systems (real-time)

2. Providing a temporary PDF permit to the applicant as outlined within the Business Rules (real time).
  3. All data contained within the LRMS shall be accessible within Business Objects via the Merge® system or other integrated search engine.
- c. The Xerox LRMS installation team will provide using secure methodologies the products and services required to install LRMS into the hosted environment that will also contain MERGE®. Products and services will not be made available outside of the hosted environment. Along with the setup and installation at the hosted site, the LRMS installation team will also provide the following internal technical/functional items:
- i. Interface to MERGE® using appropriate technologies (assumed SOAP Web Services) such that any approved, in-scope permit from the parking group is registered as a meter outage for the given dates of the permit. Please note all information required to flow to ETIMS™ will be done so through MERGE®, there will be no direct communication from LRMS to ETIMS™.
  - ii. Configuration of the LRMS Map View. Spatial (GIS) Layers as defined by the City of Denver
  - iii. Configuration of the LRMS Security model. Security Groups, Users and Permissions as defined by the City of Denver
  - iv. Current LRMS Technical Documentation related to the support of LRMS in a hosted environment
- d. Parking Permit Functionality: LRMS will be deployed within a hosted environment and be configured to take an application, route the application for appropriate approvals, accept payment, issue the final permit and appropriate administrative notices and citations for the following items:
- i. Car Share Permit Program
  - ii. City Employee Parking – OCB
  - iii. Meter Bagging / Parking Meter & Kiosk Permits
  - iv. Parking Hang Tags
  - v. Right of Way Parking
  - vi. Valet Parking
- e. Field Data Collection Device: Parking Permits linked to Code Enforcement Cases will be available in the field during an Inspection and when determining whether or not to issue a Citation.
- f. Upon contract execution, and at no cost to the City, the Contractor will gather initial business and functional requirements associated with each of the permits outlined in subsection d above. These business and functional requirements will include the identification of the number of processes, workflows, reports in addition to other relevant and related information. The Contractor will then develop a detailed level of effort and implementation schedule required for successful deployment of each

permit. The City and Contractor agree the Functional Design Requirements (FDR) phase will be limited to no more than 150 calendar days after contract execution.

- i. Subsequent to the delivery of the FDR, the City may validate requirements and provide the Contractor with approval to proceed with implementation, respond to contractor with concerns, objections and edits for discussion and resolution, or reject the project outright. City acceptance, response or rejection shall take place within 30 business days of the delivery of the FDR by the contractor.
  - ii. Both the City and Contractor recognize that the implementation of services related to LRMS records associated with subsection d is based on a good faith estimate as well as an assumption of mutual risk. In the event that actual implementation expenses exceed the pre-FDR estimation by more than 10%, the Contractor and City shall negotiate a task order for the finalization of the implementation. Subsequent to the execution of a potential task order, the Contractor shall deliver the system functionality described within this scope of work regardless of actual implementation costs.
  - iii. If a delay in implementation of LRMS is due solely by the City through by failing timely to respond or coordinate with the Contractor for the development and implementation of the FDR, then the contractor will be held harmless from the penalties articulated in Section II § H-c.
- g. As detailed in the approved schedule, the Contractor will deliver a City approved, tested and fully functional system for the application, review and issuance of permits stated in subsection d.
  - h. If the contractor fails to deliver the functionality detailed in the approved functional requirements and implementation strategy as scheduled, then the contractor shall be liable for penalty payments to the City as outlined in Section II.
  - i. Moreover, the Contractor and the City may implement a future task order to facilitate the application, review and issuance of Street Occupancy permits within LRMS.
- E) Alternative Service Billing: At the direction of the City, the contractor may develop an Alternative Service Billing System to provide add-on services to be built into the Land Development Office module. This Alternative Service Billing may be for systems beyond the scope of the Strategic Parking Plan, or the Parking Management Information System. Exact scope, expectations and cost will be documented in a Task Order as outlined in 16.8 of the Terms and Conditions of this agreement.
- F) Parking Meter Integration and Operations: The Contractor will provide the necessary software and expertise to maintain real time, accurate bi-directional data exchange between the PMIS and the City's On-Street Parking Meter vendor(s). This data exchange shall be comprehensive, in that all data and information generated by the parking infrastructure deployed within the City's right-of-way and within the OPMIS shall be accurately mapped and transferred to the PMIS in near real-time. Conversely, data

generated within the PMIS relevant to the OPMIS shall be mapped and transferred in near real time. This interaction shall be conducted via the Merge™ system.

- a. All information generated within the system as a result of this data transfer will be available for incorporation into queries generated within Business Objects.
  - i. This information may include but is expressly not limited to the following:
    1. Parking Meter Revenue Data
    2. Parking Meter Status Data
    3. Parking Meter Inventory
    4. Parking Meter Configuration
    5. Parking Sensor Data
    6. Parking Meter Maintenance and Repair Data
    7. Parking Meter Collection Data
- b. The Contractor will make their Meter Collections Subsystem available as part of the meter integration. This sub-system will provide the City with:
  - i. The Capability of analyzing the efficiency of current and proposed collection routes.
  - ii. The Ability to modify collection routes
  - iii. The ability to analyze the expected collection frequency.
  - iv. The ability to schedule collections.
  - v. The module will provide tools/reports in order to aid in the optimization of routes and improve efficiencies.
- c. The Contractor will make their Revenue Reconciliation module available as part of the meter integration. This sub-system will provide the City with:
  - i. Meter Revenue Data from meters managed within the OPMIS: The PMIS will be integrated with the OPMIS to receive meter revenue data and meter collection status messages. Based on the collection zones/routes for the dates that the collection occurred (based on the collection status messages received from the OPMIS).
  - ii. Canister Cash Data Entry: Users will be able to log onto the collections module and enter cash revenues as counted by the City's coin counting vendor (including the number of each denomination, if available), including the collection canister number, the collection zone/route, and date of collection.
  - iii. Unified Report: Users will be able to log into the collections module and see a report displaying coin revenue deposited in the meters verses actual coin revenue counted by the bank and any variances between the two.
- d. The Contractor will make their Asset Management module available as part of the meter integration. This sub-system will provide the City with:
  - i. The ability to create an electronic library of meters and their attributes including:
    1. Meter Inventory Report (both active and inactive meters)



2. Newly added (unaccepted meters) meters report
  3. Transaction from 'unknown' meters report.
  4. Block Face assets Lists: This function will show an entire block's assets on a single display (both metered and non-metered). Information on a meter or space will be editable.
  5. Parking Meter/Space Attribute: This function will show a single spaces assets (both metered and non-metered). Information on a meter or space will be editable.
- ii. The addition, removal and modification of meters or spaces may be changed or added to at the direction of the City and shall be documented within the formal Business Rules.
- e. The Contractor will make their Maintenance module available as part of the meter integration. This sub-system will provide the City with:
    - i. Meter Outage Report
    - ii. Meter Outage Exception Report
    - iii. Meter Performance Exception Report
    - iv. Meter Latency Report
    - v. Meter Investigation Report (As generated in the Public Web Portal or the Enforcement (PocketPEO) Portal).
    - vi. Infrastructure Investigation Report (As generated in the Public Web Portal or the Enforcement (PocketPEO) Portal).
  - f. The Contractor will make on-demand reporting available as part of the meter integration. This reporting component will provide the City with:
    - i. Collaboratively designed custom reports within the Merge® system.
    - ii. Collaboratively designed custom reports within the Business Objects system.
    - iii. Access to all OPMIS data within the Business Objects system.
    - iv. Access to report examples used for other Xerox clients for similar business practices.
    - v. The ability to re-create reports used for other Xerox clients with City specific data.

- G) Mobile Parking Meter Payment:** At the direction of the City, the Contractor, or their sub-contracting partner as proposed within their competitive response to the City's request for proposal, will provide the necessary software and expertise to develop a mechanism to allow commuters to pay for parking using a telephone or mobile data device. The City shall absorb none of the cost for the development, implementation or maintenance of any such system. Any fees passed on to the public for such a system shall be subject to the review and approval of the City. Any mobile payment solution shall meet the following criteria:
- a. Any payment will meet the payment requirements as outlined in Section V.
  - b. Implementation of any pay-by-phone system shall be complete within 180 days from the formal direction from the City to deploy such a system.

- c. Parkers will have the ability to contact the mobile payment system using the following methods:
  - i. Mobile web browser.
  - ii. Mobile applications designed for the following devices and platforms (at a minimum):
    - 1. Apple iOS (iPhone/iPad)
    - 2. Android
    - 3. Windows Phone
    - 4. Blackberry
- d. Standard web browser designed for the following platforms (at a minimum):
  - i. Google Chrome
  - ii. Internet Explorer
  - iii. Safari
  - iv. Firefox
- e. Toll-free interactive voice response (IVR) based service.
- f. License plate and zone information collected by the contactor will be communicated to the PMIS for access through the enforcement portal (both PocketPEO and Genetech AutoVu LPR systems).
- g. Parking rights validation and terms of use may be changed or added to at the direction of the City and shall be documented within the formal Business Rules.
- h. If utilized in an area actively managed by parking meters wirelessly connected to a cloud based management system, then the contractor will pass necessary information to the meter provider to facilitate a display change on the mechanism.

#### **Section IV: Financial Services**

The Contractor will provide the equipment, supplies and necessary software based on City purchase to facilitate the coordination of payment, adjustment, and collection of funds associated with services provided within this Agreement. The Contractor shall, at no additional cost to the City, interface with the City's processor, merchantLockbox processor and Enterprise Cashiering System. The Contractor will provide necessary software, personnel and expertise to facilitate the identification of parties responsible for outstanding citations, notification of debts and collection of delinquent citations. To this end, the Contractor shall provide a comprehensive debtor identification strategy, notification of debt services as well as comprehensive collection of debts associated with this agreement.

##### **A) Payment Processing:**

- a. Lockbox Payments (Cash, Check, Money Order): The Contractor will facilitate payment processing, in accordance with the City's financial rules,. Payments received via mail, (Lockbox) shall be processed and applied as outlined in Section VI and in accordance with the applicable Business Rules. Such payments shall be applied to accounts daily. The Contractor shall develop and provide reports to aid in the reconciliation of accounts.

- b. Enterprise Cashiering Payments (Cash, Check, Payment Kiosk, Money Order, Automated Clearing House, and Credit/Debit Card): The contractor shall develop an interface with the City's Enterprise Cashiering System to accept, process and associate payments for citations and other services outlined within this Agreement. Payments received via Enterprise Cashiering shall automatically update within the PMIS. Payments may be received via multiple portals including but not limited to web, phone, and payment kiosk or in person as outlined by the applicable Business Rules. This functionality shall allow the public to pay individual citations, all citations associated with a particular plate, partial payment plan payments, boot and tow fees as well as other fees. The implementation and testing of this interface shall proceed as outlined in Exhibit B. At the direction of the City, the Contractor will establish or abolish merchant processing/convenience fees.
  - c. Returned Check/Short Check Capability: The contractor shall receive from the City or City's designee, digital images of the front and back of returned/short checks. The contractor shall attach these images to the records within the system as appropriate, automatically associate the City's established bounced check fee, reinstate the amount due and generate and mail returned check letter to the offending party. The contractor, in coordination with the City shall develop business rules to ensure this process meets the City's accounting best practices and standards.
  - d. All payment card payments shall be conducted in compliance with the most recent Payment Card Industry Data Security Standards for tier 1 merchants and shall utilize the City's Merchant Identification Number as directed. All other electronic payments (EFT/ACH/Wire) shall be conducted in accordance with National Automated Clearing House Association or other applicable rules. The Contractor will fully comply with all City Cash Handling Requirements at the point of contract implementation or within 90 days of adoption of new or revised requirements.
- B) Coordination of Noticing and Collection Efforts:
- a. Debtor Identification: The contractor shall be responsible for obtaining Registry names and addresses from the Department of Motor Vehicle records.
  - b. In order for collection activity to proceed for a citation, it is necessary to obtain a name and address from the Department of Motor Vehicles. The contractor shall maintain a relationship with all 50 state DMV's, as well as with the District of Columbia and Government of Canada. The contractor will be solely responsible for maintaining agreements with the appropriate jurisdictions to facilitate this access. The City will support the contractor in their efforts to maintain these agreements as it deems appropriate. The Contractor shall establish internal quality control and security measures to ensure all information associated with the responsible party is reasonably consistent and accurate. The contractor shall generate a registry request for all overdue debts as outlined in the appropriate Business Rule.
  - c. If there is a delay in DMV records processing (NO HIT), the contractor shall process a re-request within 30 days. A minimum of one re-request will be processed for out-of-state

plates. For Colorado plates, a minimum of three (3) re-requested with be processed 30 days apart. The status of the registry request will be demonstrated within the PMIS. The DMV provided name and address returned by the state will be applied to the outstanding record within the PMIS at the citation level.

- d. The Contractor shall provide Denver County Courts with updated Delinquent Payer information.
  - e. When mail is returned from the Post Office indicating a new address, the Contractor shall manually change the address on the unpaid citation to the address provided by the Post Office.
  - f. The Contractor shall employ skip tracking technologies, vendors and practices to secure timely and accurate contact information for responsible parties. This skip tracing shall be progressively refined via a 'waterfall' methodology whereby 'NO HIT's are reassigned to other vendors for identification and analysis.
- C) Debtor Noticing: The contractor shall be responsible for generating notices responsible for unpaid debts in accordance with the Noticing Business Rule. The Contractor will work with the City to develop appropriate notices informing the Public of their violation, outlining the nature of infraction, communicating payment options and requesting payment. The public may elect to receive notices electronically via the Public Access Portal. The Contractor will be responsible for the actual generation of notices and mailing (or emailing) them as appropriate to the responsible party. All noticing activities shall be noted and logged within the PMIS. The City shall have access to these records via online inquiry via the PMIS.
- D) Penalties and Collection Fees: The PMIS will automatically assess penalties and fees for non-payment of citations of an amount and frequency as established by the City. Penalty Assessment shall be automatically conducted via next-action logic as specified within the appropriate Business Rule.
- E) Managed Receivables: The Contractor shall develop a comprehensive, multi-pronged strategy to collect outstanding debts. This strategy shall include data derived decision-making, a competitive driven environment among sub-contractors, aggressive performance management and quality control and auditing. This strategy shall be presented to the City for annual approval with quarterly reports submitted for evaluation. Contained within this strategy shall be the ability for notifying the credit bureau of all open collections, and notifying if a citation is paid within a timeframe established by the City.
- F) Third Party Collection Services: At the direction of the City, the Contractor shall turn over delinquent citations to a third party collection service or law firm on a schedule to be determined by the City. Should the City direct the Contractor to turn over the delinquent citations at a time period less than 12 months from date of issuance, the City will compensate the Contractor at an additional rate of \$1.90 per issued citation (subject to annual COLA increases outlined in this agreement) to ensure that the Contractor's remuneration from this activity is not significantly affected. There shall be no additional charge, other than those outlined in Exhibit C, should the City direct the Contract to turn over the delinquent citations at a time period of 12 months or greater from the date of issuance.

In recognition of the fact that citations that have already been issued have progressed through the Contractor's processing and collections process, City agrees that any new direction on collections assignment will only apply to newly issued citations to which the additional per citation rate will apply. Citations that have already been issued will remain with the Contractor through the term of the current-12 months from date of issuance collection cycle at the conclusion of which any outstanding citations will be turned over to the City.

### **Section V: Parking Violations Bureau**

The Contractor, together with their sub-contracting partners, shall provide the staff, software and technical expertise for a comprehensive customer communication and exception processing, and administrative services.

- A) Customer Communication and Lockbox Processing: The Contractor will provide comprehensive customer inquiry and response services in addition to those outlined in Section IV, (Public Access Portal). This communication may occur via four separate methods; telephone, US mail, email and Lockbox. The Contractor shall maintain Post Office Boxes and a mutually agreed upon custom toll free telephone number by which the public may contact the Parking Violations Bureau. US Mail shall be retrieved from the Post Office Box via bonded courier daily. Additionally, the City shall provide the Contractor with a City issued email account to which the public may send inquires to and from which the contractor will respond. All written correspondence, regardless of how it was received, will be scanned and associated with the appropriate record within the PMIS. All correspondence, both received and mailed, will be available for review within the PMIS. All contractor staff responsible for communicating with the public shall be located within the City and County of Denver. Any actions taken as a result of any inquiry shall be logged in an auditable fashion within the PMIS.
- B) Telephone Inquiry: The Contractor shall provide an intuitive Voice Response System in English and Spanish for the public to obtain information from the PMIS without the assistance of a customer service representative. Within this system, the following functionally will be provided:
  - a. Parking Citation Payment in accordance with Section V.
  - b. Verification of amount due by both license plate as well as citation number.
  - c. General Vehicle Immobilization Information
  - d. General Towed Vehicle Information
  - e. Information regarding citations issued to a sold or stolen vehicle.
  - f. Information on how to contest a parking citation.
  - g. General Parking Violation Information.
  - h. The public will have the option of requesting to speak with the Contractors Customer Service Agent from 8:00am until 5:00pm Monday through Friday, not including City holidays or days that the City is closed due to inclement weather. If the Customer selects this option, the public will be immediately transferred to an available Customer Service Agent. If a Customer Service Agent is currently unavailable, the Voice Response System will provide an estimated wait time and the option of allowing the caller to receive a return call when a Customer Service Agent is available. If the caller selects this

option, then the Voice Response System will request the caller input their telephone number where they would like the return call to be placed. The system will verify the input telephone number for accuracy and then provide an estimated time in which the call will be returned.

- i. Customer Service Representatives shall be appropriately trained to address the expectations outlined within this agreement.
  - ii. Customer Service Representatives shall maintain a polite, professional standard at all times, while utilizing the tools at their disposal to resolve issues presented by customers.
- C) Email and Written Inquiry: The Contractor's staff shall review, process and respond to written and email inquiry relating to Parking Violations. All inquiries shall be scanned into the PMIS and associated with the appropriate record(s). The contractor shall sort and associate inquiries with the appropriate workflow component and generate the appropriate response and respond in kind to citizen inquiries within five (5) days from the date of receipt. Letters may be customized or automatically generate based upon the entry of City specific suspend codes.
- D) Lockbox Communication, Exception and Inquiry: The Contractor will provide lockbox services to the City. All information received via the lockbox, including scans of envelopes, scans of checks, check amounts payment information and other data, will be uploaded to the PMIS and associated with the appropriate record. All payments received via the lockbox shall be deposited daily as directed by the City. All lockbox activity shall be conducted in accordance with the City's financial rules in an auditable and transparent fashion. Lockbox communication shall include the following class items:
  - a. Class I: Lockbox Provider Received Payment: The Contractor receive a payment via the lockbox. The Contractor shall scan all associated paperwork, identify the PMIS file and update the associated record with pertinent information, status and scanned documents in the PMIS in daily batches..
  - b. Class II: Lockbox Provider Received Payment with Correspondence: The Contractor receive a payment with accompanying correspondence via the lockbox. The Contractor shall scan all associated paperwork, identify the PMIS file and update the associated record with pertinent information, status and scanned documents in the PMIS in daily batches. The Contractors shall process the accompanying correspondence in accordance with the applicable Business Rule. This data will be associated with the appropriate record in the PMIS and available for immediate reference within the system.
- E) Record Association & Response: All inquiries shall be scanned into the PMIS and associated with the appropriate record(s). The contractor shall generate and respond in kind to citizen inquiries within five (5) days from the date of receipt. Letters may be customized or automatically generate based upon the entry of City specific suspend codes.
- F) Payment Research: The Contractor shall provide the necessary tools, programs and reports to research payments applied and to search by check number.
- G) Administrative Services: The Contractor will provide administrative services relating to the maintenance of PMIS related programs and portals, integration of data from external sources

and proactively communicating parking citation status to the public. Any actions taken as a result of proactive communication shall be logged in an auditable fashion within the PMIS.

- H) Parking Permits: The Contractor's staff shall be responsible for processing all Parking Permit applications and renewals as outlined in Section IV and the applicable Business Rule.
- I) Establish and Maintain Fleet Accounts: The Contractor will function as the liaison and provide the software and necessary technical support to all organizations to enroll their vehicles within a fleet program as outlined within the applicable Business Rule. This includes the capability to process parking citations issued to lease, rental and fleet vehicles, identifying lessees, and preparing specialized collection notice reports. Citation processing will incorporate specialized function required to support the rules of the fleet and rental programs when the lessees name and address is received from the rental company.
- J) External Data Interfaces: At the direction of the City, the Contractor will interface with and incorporate data from external systems with the PMIS. These interfaces will include at a minimum;
  - a. Motor Vehicle Interface: The system shall acquire violator name and address information from both Colorado and out-of-state registries, and obtain new name and addresses with notice mail is returned. The system will periodically request this initially returned as 'no hits' (that is, name and address not available).
  - b. Car Rental Agencies: The system shall acquire the name and address information from rental agencies using turnaround documents prepare by the system and preparation of special composite reports showing unpaid parking citation from commercial fleet owners.
- K) Proactive Notice and Collection Communications: The system shall include the ability to prepare multiple notices of delinquency for individual parking citations and composite notices by license plate number including noticing of partially paid parking citations pursuant to the applicable Business Rules. A record of all notices mailed and their mail dates will be maintained within the database and available to the City through online inquiry in the PMIS. The Status of violations shall be displayed in the System as they proceed through the noticing and collection cycle.
- L) Parking Disputes: The Contractor's staff shall review, process and initiate workflow elements associated with mailed in parking disputes. All disputes shall be scanned into the PMIS and associated with the appropriate record(s). The contractor shall initiate workflow elements to the Parking Magistrates as outlined in the appropriate Business Rules. Additionally, the Contractor's staff will prepare disposition letters as directed by the City to inform the public of the outcome of their dispute as well as any additional options. Letters may be customized or automatically generate based upon the entry of City specific suspend codes.
- M) Other Activities: As outlined in the appropriate Business Rules, the Parking Violations Bureau shall take appropriate action to facilitate Adjustments/Citations Correction for Clerical Errors such as bounced checks, refunds and other anomalies that are processed with the PMIS. These adjustments will automatically prompt citation re-evaluation and the calculation of the new balance due on a citation. For bounced checks, this will include the addition of a bounced check fee as directed by the City.

- N) DMV Override: In instances where the DMV does not possess the most current name and address the Contractor's staff may override the DMV information at either the citation level or the plate level.

## **Section VI: Parking Enforcement**

Parking Enforcement shall be comprised of three primary functions in addition to necessary equipment, supplies and software. The three functions of enforcement shall include; Citation Issuance, Vehicle Immobilization & Vehicle Relocation, and Operational Dispatch. The Contractor will provide the equipment, supplies and necessary software to facilitate enforcement of right-of-way restrictions. Equipment and supplies shall seamlessly interface with enterprise software application (eTIMS™) to provide for the issuance, tracking, adjudication and management of infractions. Equipment and supplies may be reimbursed to the contractor as outlined in Exhibit C.

- A) Citation Issuance: The Contractor will provide the City with an electronic issuance system to include handheld computer devices, printers, charging and transmission equipment, batteries and spares, Parking Citation ticket rolls, envelopes and training. As a backup, the Contractor will provide the City with paper citation books. Citations shall include bar codes and QRZ codes at the direction of the City.
- a. Electronic Citations shall be input on the handheld computer via the applicable software system (PocketPEO). Certain information may be pre-populated into various citation fields via Genetech AutoVu sync or barcode scanning. The handheld computers will upload the citation information, with any accompanying information, into the PMIS in real-time. Once input into the system, the Citation will print via Bluetooth connection to a paired printer.
  - b. Paper Citations shall be written by enforcement personnel in the field on pre-printed non-carbon copy paper with prefilled citation numbers. Any paper citations will be provided to the contractor on a daily basis with accompanying evidence. The Contractor shall track each citation in an auditable fashion and create a citation record in the PMIS and scan and upload the paper citation and any associated documentation. Data from hand-written citation will be keyed into the PMIS by the Contractor's staff or sub-contractor. Both electronic and paper citation processing shall proceed as outlined in the appropriate Business Rules.
- B) Vehicle Immobilization and Relocation: The Contractor will provide the City with the technical means to locate, identify, immobilize, release and relocate scofflaw vehicles as outlined in the Business Rules vehicles via the Boot and Tow subsystem within the PMIS. This sub-system shall interact in real time with the Enterprise Cashiering System. When fines, fees and penalties have been satisfied in Enterprise Cashiering, the subsystem will update the status of the booted/towed vehicle for release.
- a. The Contractor will produce and provide operational intelligence reports via the Report Web and Business Objects portals to aid in the location of scofflaw vehicles. At a minimum, these reports and capabilities shall included:



- i. Immobilization Device Inventory Report: A boot inventory list including boot number, number of times used, last vehicle booted, date last used and current status.
  - ii. Immobilization and Tow Authorization/Confirmation Report: A daily audit report of all activity completed in a day by user identification credentials, date and time.
  - iii. Immobilized Vehicles on the Street: A listing of all current boots on the street with the corresponding information.
  - iv. Vehicles in City Lots: Listing of impounded vehicles not released from the tow lots.
  - v. Immobilized and Towed Vehicle Release Report: Daily listing of Immobilization and Tow releases completed by User identification, date and time. Also lists the reason for the release (i.e. payment).
  - vi. On-line Revisions Report: Daily listing of all immobilization and tow records with the eTIMS™ immobilization and tow system that were revised on-line by user identification, date and time.
  - vii. Top Violators Report: Listing of top violators with the highest number of citations and/or outstanding due within the PMIS. This will included detailed citation data to assist crews in locating the vehicles.
  - viii. Aged Boot Report: Listing of immobilized vehicles not released and ready to be impounded.
  - ix. Hot Book: Listing all immobilization eligible plates, in state/plate alpha-numeric sequence, and provided a detailed listing of the registration' citations within the PMIS.
  - x. Hot Book Analysis: This report will demonstrate the number of plates and citations added to and removed from the Hot Book in a given period.
  - xi. Age of Newest Citation on an Immobilization Eligible Plate: This report list by month the number and percentage of eligible plates having received a citation in the month indicated.
  - xii. Vehicle Impound by Date: This report shall demonstrate a summary listing the total number of vehicles towed broken out by agency and impound date.
  - xiii. No-Name Smart Book, This report shall list vehicle plates which would be eligible for seizure, but have not received a seizure notice as the registered owner's contact information could not be acquired.
  - xiv. A map report of citations issued associated with a particular plate.
- b. The Contractor will provide appropriate information and technical means to identity and verify immobilization-eligible vehicles in the field and dispatch.
- i. The list of immobilization-eligible vehicles shall be incorporated into the PocketPEO system to provide field personnel with a notification of a 'hit' when a plate is entered or queried.

- ii. The list of immobilization-eligible vehicles shall be incorporated into the Genetech Autovu system to provide field personnel with a notification of a 'hit' when a plate is automatically scanned.
  - iii. Mobile Data Terminals and Dispatch allow for field verification of vehicles identified for immobilization as well as GIS-based scofflaw dispatch. At a minimum, verification components will include:
    - 1. Hit; the vehicle is eligible for immobilization.
    - 2. Plate not found; no record of the plate exists with the PMIS.
    - 3. Immobilization Authorized; a field agent is authorized to immobilize a vehicle.
    - 4. Immobilization Confirmed; a vehicle is immobilized and awaiting further action.
    - 5. Aged Boot; An immobilized vehicle is eligible for relocation.
    - 6. Release Pending; An immobilized vehicle is pending release.
    - 7. Escaped Scofflaw; A previously immobilized vehicle has cast off its immobilization device outside of acceptable and legal practices.
  - c. The City's may ask the Contractor to provide a proposal for vehicle immobilization devices with self-release services. Any vehicle immobilization self-release system must meet the following minimum requirements:
    - i. Comprehensive real-time data integrated within the Boot and Tow subsystem of the PMIS.
    - ii. Comprehensive real-time integration with the Public Access and Judicial Portals – including Payment of fees and fines.
    - iii. Any payment will meet the payment requirements as outlined in Section.
    - iv. 24/7 toll free help and payment processing center for immobilized motorists; with the recording and storage of all calls.
    - v. Access to a self-release dashboard demonstrating, at a minimum, the following:
    - vi. Total Boot Records
      - 1. Vehicles Towed
      - 2. Boots Returned
      - 3. Boots Pending Return
      - 4. Boots on Vehicles.
      - 5. Search Capabilities based on Data Elements associated with immobilized vehicles.
    - vii. A three day supply of vandal resistant, highly secure, self-release boots.
    - viii. The contractor will be allowed to bill for reasonable costs associated with the deployment of such a program.
- C) Operational Dispatch: The Contractor will provide the City with the technical means to facilitate communication between office and field staff for information verification and with and between partnering agencies.

- a. The Contractor will facilitate the communication of towed vehicles with Denver Police Department by automatically generating an email to Denver Police Dispatch at the point that a vehicle has been towed.
  - b. The Contractor will facilitate the communication of vehicles eligible for release from the impound facility by providing streamlined access to payment verification and release information.
  - c. The Contractor will provide the necessary software and equipment to coordinate communication with the field. This includes:
    - i. Dispatching the boot crew in response to a scofflaw hit found via enforcement handheld.
    - ii. Dispatching the boot crew to facilitate an assisted release of an immobilized vehicle.
    - iii. Dispatching the tow company to a vehicle that has been booted longer than the threshold identified in the Business Rules.
    - iv. Dispatching the tow company to a vehicle that requires a relocation as a result of inappropriate parking (Short Tow).
    - v. Communicating with the walk-in payment centers following a walk-in payment and assisted release request.
    - vi. Communication with the Boot return location.
- D) PMIS Hardware: Contractor warrants that it will repair or replace any PMIS Hardware located in any office or the field which fails to perform in accordance with the requirements or specifications set forth herein. Any such repair or replaced equipment shall be shipped to the City at the Contractor's sole expense within forty-eight (48) hours of the failed equipment receipt. In addition to those items identified as essential equipment found within this section, the City may also purchase from the Contractor any item or service that is reasonable, necessary and related to the implementation of this agreement or the goals of the Strategic Parking Plan as outlined in the applicable Business Rule. At a minimum, the City will provide the Contractor written documentation of a procurement request. The Contractor will then provide the City with documentation of an estimated cost. The City will then accept or reject any such proposal.
- E) Essential Equipment includes the following items:
- a. Handheld Computers: The Contractor shall equip City enforcement personnel with durable and advanced handheld computer devices with capabilities equal to or greater than the Motorola MC9500 with associated accessories, batteries and charging stations. At a minimum, such devices shall be designed to perform in conditions which include rain, snow, extreme heat, humidity, fog and bitter cold. The devices shall contain Bluetooth connectivity to wirelessly associate with a remote printer, cellular and wireless network connectivity, GPS capabilities, a camera, audio recorder, barcode scanner, and reliable real-time communications to the PMIS backend system.
    - i. Any handheld device will be required to accurately and appropriately run PocketPEO or a mutually agreed upon alternate that meets the minimum system qualifications outlined in the Handheld Software System.

- b. Remote Printer: The Contractor shall equip City enforcement personnel with durable and advanced field printing device capabilities equal to or greater than the Zebra QL320 Plus printer with associated batteries and charging stations. Such devices shall wirelessly connect to the Handheld (Motorola MC9500) or Tablet (Motorola ET1) devices and be capable of printing barcodes and photos in addition to text elements on citation or permit stock consistently over a period of at least three years.
- c. Tablet: The Contractor shall equip City personnel with tablet computers with capabilities equal to or greater than the Motorola ET1 tablet for field access to eTIMS™. At a minimum, such devices shall be designed to perform in conditions which include rain, snow, extreme heat, humidity, fog and bitter cold. The devices shall contain Bluetooth connectivity to wirelessly associate with a remote printer, GPS capabilities and reliably allow for real-time communications to the PMIS backend system as well as the IPS meter maintenance system.
- d. Mobile Data Terminals: The Contractor will equip City with fully functional Mobile Data Terminals equipped with ruggedized laptop computer and Sierra AirLink GX440. These terminals shall interface directly and in real-time with eTIMS™ allowing for field personnel to query the validity of a vehicle identified for immobilization in the field in addition to providing GIS-based Scofflaw Dispatch information. Additionally, Mobile Data Terminals shall be equipped with Geo-Tracking software to allow for City personal to know, in real-time, the location of enforcement assets.
- e. License Plate Recognition: The Contractor will equip City with fully functional License Plate Recognition (LPR) systems with capabilities equal to or greater than the Genetech AutoVu System. These field deployed systems will automatically identify license plates from any jurisdiction; upload all license plate characters into the system while simultaneously photographing the target and associating a GPS coordinates with its location.
- f. Smart Boots: The City may request the Contractor provide them will a proposal to equip the City with self-release booting systems that will be fully integrated into the City's ticket processing system.
- g. Computer Workstations: The Contractor will equip the City with complete computer work stations including desktop computers, laptop computers, monitors, printers, receipt printers and docking stations pursuant to the City's workstation specifications.
- h. CCTV: The Contractor will annually provide the City with CCTV service. This service will deploy portable cameras for occupancy detection for a number of spaces as mutually agreed upon. The contractor will be responsible for the shipping, establishment, maintenance and deployment of CCTV cameras. The City will provide the contractor with storage during the timeframe of the study and up to two weeks immediately prior and subsequent to the study, any permit (at the City's sole cost) and the necessary internal technical resources to aid in mobilization and demobilization of the project.
- i. Payment Kiosks: The Contractor will equip the City with indoor and outdoor payment kiosks.

- j. Network Connectivity: The Contractor will equip the City with modems, wireless cards and other items as necessary to maintain network connectivity between the field deployed units and PMIS.
  - k. Any other equipment deemed reasonable, necessary and related to the operation of the parking infrastructure.
- F) Essential Field Software includes but is not limited to the following systems:
- a. Tablet Software: Tablet software shall be configured to allow for field personnel to receive information on meter outages, update the status of field equipment, complete online forms, parking meter bag permits, City email and create and modify notes in the eTIMS™ system.
    - i. Key Features shall include:
      1. IPS Meter Integration: The tablet software system will seamlessly allow for the flow of meter specific information (as provided by the IPS system) into the tablet for pre-population.
      2. Permitting system Integration: The tablet software system will seamlessly allow for read/write access to the City's permitting system. Permit files will be available for downloading and field printing.
      3. Unique and Secure System Log-on: The tablet software system will require all users log into the handheld using unique user identification or personal identification number.
      4. Administrative Forms: Using the list driven menu system, the tablet software system will allow for users to input specific data into the handheld for later download. This includes Infrastructure Status Forms, Vehicle Check Lists, Curb-lane Inventory Forms and other forms mutually developed by the Contractor and the City. All administrative forms shall be transmitted wirelessly to the PMIS in real time.
  - b. License Plate Recognition Software: Any LPR system will be required to accurately and appropriately sync with PocketPEO or a mutually agreed upon alternate that meets the minimum system qualifications outlined in the Handheld Software System.
    - i. Key Features shall include:
      1. Time Tracking/Marking: The LPR system will provide automatic data entry for marking vehicles in time limit zones. The system shall store all plates entered for ease of retrieval when the posted limit has expired.
      2. License Plate List Evaluation: The LPR system will seamlessly check license plates against the list of vehicles eligible for impoundment as well as other lists of license plates tagged for identification as directed by the City.
      3. Residential Parking Evaluation: When Time Tracking/Marking within a Parking Permit area, the LPR system will automatically ignore registered plates for that area while time marking all other vehicles. Upon a second

pass after the time limit has expired, all plates that do not have a permit for the area will be flagged by the system for evaluation.

4. Vehicle Census: LPR system will automatically count the number of unique license plates within a pre-determined geographic area.
  5. GPS Tracking: The LPR system will automatically transmit its location in real-time to a cloud based when in use. This communication will allow for tracking (both historic and on demand) of the location of the vehicle.
  6. Pay-by-Phone Payment Information: Should the City elect to implement a meter pay-by-phone system, payment status and associated identifying characteristic shall be wirelessly communicated into the LPR software system in real-time.
  7. Integration with Handheld Software (PocketPEO): The LPR system shall be fully compatible with the handheld units. When a subject plate has been deemed in violation using the LPR system; all relevant data associated with the plate will be transferred to PocketPEO. Relevant data shall include photographs of the subject license plate, surrounding area and tire stems in addition to time markings, GPS coordinates and measurements. Once associated with a citation, all of this information shall be uploaded into eTIMS™ and retained in perpetuity.
- c. Handheld Software (PocketPEO): Parking Citations shall be issued using the Pocket PEO software. This software shall be configured to issue citations in numbered sequence using algorithms for check digits verification, along with user definable data entry fields and a review screen that allows the officer to review the citation prior to printing, storing and uploading the citation, and all associated data, into the PMIS in near-real time. Pocket PEO will enable officers to make changes to a citation using a list-driven menu during the data entry process.
- i. Key Features shall include:
    1. Legal Notifications Using the list driven menu system, the handheld software system will allow for users to input specific data into the handheld for real time upload into the PMIS for processing and adjudication. This includes Administrative Correction Orders, Administrative Citations and Parking Citations Pre-Determined List Populations: Each data field in the handheld software system will contain predefined rules that control the flow of the issuance process. The handheld data system will be programmed to require data entry into specific fields prior to advancing to subsequent fields to prevent incomplete citations from being issued. For instance if a meter number is selected from the dropdown box, the list of available violation codes from which the user selects will be limited to only meter violations. These predefined rules may be changed or added to at the direction of the City and shall be documented within the formal Business Rules.

- a. Administrative Correction Order: The handheld software system will allow for field personnel to document observed permit infractions using the methods outlined in this section. Associated documentation will then be uploaded into the PMIS for processing and adjudication as outlined within the appropriate Business Rules. Notification of the violation shall be wirelessly transmitted to the printer and printed for delivery by field personnel.
  - b. Administrative Citation: The handheld software system will allow for field personnel to document observed permit infractions using the methods outlined in §B-a-1 of this section. Associated documentation will then be uploaded into the PMIS for processing and adjudication as outlined within the appropriate Business Rules. Notification of the violation shall be wirelessly transmitted to the printer and printed for delivery by field personnel.
  - c. Parking Citation: The handheld software system will allow for field personnel to document observed parking infractions using the methods outlined in §B-a-1 of this section. Associated documentation will then be uploaded into the PMIS for processing and adjudication as outlined within the appropriate Business Rules. Notification of the violation shall be wirelessly transmitted to the printer and printed for delivery by field personnel.
2. Pocket PEO will enable field personnel to verify, create, modify and associate evidence associated with potential or perceived Legal Notifications as outlined below:
3. License Plate List Evaluation: The handheld software system will seamlessly query license plates against the list of vehicles eligible for impoundment, applicable permits, as well as other lists of license plates tagged for identification as directed by the City.
4. Query Functionality: The handheld software system will allow for City personnel to query a permit number within the system to determine permit validity conditions.
5. IPS Meter Integration: The handheld software system will seamlessly allow for the flow of meter specific information (as provided by the IPS system) into the handheld for pre-population based on meter bar-code scanning.
6. Pay-by-Phone Payment Information: Should the City elect to implement a meter pay-by-phone system, payment status and associated

identifying characteristic shall be wirelessly communicated into the handheld software system in real-time.

7. Unique and Secure System Log-on: The handheld software system will require all users log into the handheld using unique user identification or personal identification number.
8. Internal/External Note Generation: The handheld software system will allow users to create internal and external notes to be reviewed within the PMIS or printed on the face of the citation. Citation notes may also be added and modified directly into the PMIS.
9. Time Tracking/Marking: The handheld software system will provide data entry for marking vehicles in time limit zones. The system shall store all plates entered for ease of retrieval when the posted limit has expired. Additionally, the time limit marking module will be seamlessly integrated with the citation issuance process to increase the speed of issuance for vehicles in violation.
10. Image Capture: The handheld software system will provide for photographs to be taken and associated with individual citation records in the PMIS.
11. Global Positioning System: The handheld software system will wirelessly report the location of the handheld computer and any handheld events. This reporting may be in real-time or near real time as directed by the City.
12. Audio Capture: The handheld software system will provide for field agents to quickly record their conversation and interactions while continuing with their duties; all recorded interactions may be associated with individual citation records in the PMIS.
13. Meter Bar Coding: The handheld software system will provide for the scanning of barcodes installed on meter housings to automatically insert the meter location information into the Citation.
14. Permit Bar Coding: The handheld software system will provide for the scanning of barcodes on Parking Permits. The bar codes will return relevant permit information and may be transferred into a citation.
15. Event Mapping: The handheld software system will provide for handheld event mapping. This functionality will allow users to access a map depicting the location of handheld events.
16. Handheld Broadcast: The handheld software system will allow for staff to broadcast, either by unit or en mass, messages to employees in the field. Broadcasts may be targeted by an officer's login credentials, beat codes, GPS region within a defined radius, Duty Status, or handheld ID.
17. Administrative Forms: Using the list driven menu system, the handheld software system will allow for users to input specific data into the



handheld for later download. This includes Infrastructure Status Forms, Vehicle Check Lists, ADA Utilization, Curb-lane Inventory Forms and other forms mutually developed by the Contractor and the City. All administrative forms shall be transmitted to the PMIS, at a minimum, when the handheld system is docked.

18. Pocket PEO will enable field personnel to create, and modify Administrative Forms as outlined below:
  - a. Event Mapping: The handheld software system will provide for handheld event mapping. This functionality will allow users to access a map depicting the location of handheld events.
  - b. Meter Bar Coding: The handheld software system will provide for the scanning of barcodes installed on meter housings to automatically insert the meter location information into the Citation.
  - c. Image Capture: The handheld software system will provide for photographs to be taken and associated with individual citation records in the PMIS.
  - d. Global Positioning System: The handheld software system will wirelessly report the location of the handheld computer and any handheld events. This reporting may be in real-time or near real time as directed by the City.
- d. Dispatch Software: The Contractor will provide appropriate information and technical means to identify and verify immobilization-eligible vehicles in dispatch.
  - i. Key Features shall include:
    1. The list of immobilization-eligible vehicles shall be available within the PMIS accessible through the dispatch workstation.
    2. The ability to verify immobilization components will include:
      - a. Hit; the vehicle is eligible for immobilization.
      - b. Plate not found; no record of the plate exists with the PMIS.
      - c. Immobilization Authorized; a field agent is authorized to immobilize a vehicle.
      - d. Immobilization Confirmed; a vehicle is immobilized and awaiting further action.
      - e. Aged Boot; An immobilized vehicle is eligible for relocation.
      - f. Release Pending; An immobilized vehicle is pending release.
      - g. Escaped Scofflaw; A previously immobilized vehicle has cast off its immobilization device outside of acceptable and legal practices.
    3. The ability to determine the location of field personnel using Geo-Tacker, PocketPEO and other system.

- G) Supplies: The Contractor agrees to procure and provide the City with the necessary supplies to facilitate the issuance of Parking Citations, Administrative Correction Order, Administrative Citations, Permits, Paper Parking Citations, and Citation Envelopes.
- a. All supplies will be ordered in such a fashion as to ensure the City has ample access in order to fulfill its business practices.
  - b. The design of all supplies shall be subject to approval by the City.

### **Section IIX: Required Identity Manager Integration Task Order**

Within 180 Days of the Execution of this Agreement, the Contractor will provide the City with a detailed level of effort to meet the Technology Service Requirements as outlined within this Section. These services will be implemented, regardless of actual effort, at a cost not to exceed One Hundred and Fifty Thousand Dollars (\$150,000) within 240 days. The contractor will make every effort to contain and limit this cost. The Contractor will provide a detailed account of expenses associated with scope will associated costs as outlined in Exhibit C Section III.

Required Scope:

#### **1. Software as a Service (SaaS) Application:**

- Must have the ability to federate as the Service Provider (SP) with the City and County of Denver's (CCD) implementation of Federation Service in Access Manager, as the Identity Provider (IDP).
- Must have the ability to support user account management (provision and de-provision) via specific public connector – OR – generic published connector. Web service connector requires a vendor provided WSDL for account management.

#### **2. Internally hosted application with CCD employees as end users:**

- LDAPS supported authentication
- Allow us to leverage a published Identity Management (including but not limited to Oracle Identity Management) Connector to provision and de-provision employee user accounts. Documentation on these connectors can be found here: [http://docs.oracle.com/cd/E22999\\_01/index.htm](http://docs.oracle.com/cd/E22999_01/index.htm)

#### **3. Internal Hosted Application where citizens of Denver (and population in general) are the end users and those end users need user accounts:**

- External Users (i.e., Citizens) are stored in an Internet Directory (including but not limited to Oracle Internet Directory) and authenticated via LDAPS.

## Section IX: Project Tasks and Timeline

The Contractor has submitted a proposal to deliver an enhanced PMIS solution that addresses the expectations described in Section 1 and in the City’s RPF. In Proposal Section 4 – IT1.1, the Contractor provided a PMIS implementation project plan, including a Gantt chart with task durations, dependencies, and resources. The plan includes a work breakdown structure consisting of the following three task groups:

- 1) Core expectations the Contractor already has in place and which the City currently uses.
- 2) New expectations which the Contractor will complete on or before the start of the proposed scope of work. This group of tasks will be delivered under the Contractor’s existing contract with the City.
- 3) New expectations the Contractor will deliver under the proposed scope work. This group of tasks, labeled ‘New Requirements Delivered under New Contract’, is the focus of this SOW.

The purpose of this section is to make explicit the PMIS project responsibilities, assumptions, deliverables.

The ‘New Expectations Delivered under New Contract’ WBS includes the deliverables and estimated scheduled implementation period listed in the table below. This implementation schedule is predicated upon a final contract execution date of 1 November 2014. Dates will be finalized upon kickoff for each project, subject to actual contract execution. Implementation periods may be changed only through mutual agreement of the City and Xerox.

	<b>Task Series</b>	<b>Completed Implementation subsequent to contract execution</b>
<b>1</b>	Project Planning	11/30/2014
<b>2</b>	eTIMS™/ECS Interface	2/5/2015
<b>3</b>	Real-time Interface – RPP Subsystem to Handhelds	1/26/2015
<b>4</b>	eTIMS™ Interface – DPD Tows and Tow Releases	1/26/2015
<b>5</b>	Land Development LRMS (Meter Bagging, Permitting)	7/1/2015
<b>6A</b>	Merge® – Establish Merge® Environment	12/22/2014
<b>6B</b>	Merge® – Define Denver Specific Requirements	1/15/2015
<b>6C</b>	Merge® – Merge® Development (Denver)	5/11/2015
<b>6D</b>	Merge® – System Testing	8/15/2015

### Project Methods and Deliverables

Project Resource Responsibilities

#### *Contractor Project Management Responsibilities*

- 1) Coordinating the development of the final project plan in consultation with the City project manager and team members. Then, maintaining the project plan over the duration of the project.
- 2) Conducting bi-weekly project status meetings attended by key City/County and Contractor staff.
- 3) Managing, in conjunction with City PM where applicable, project issue escalations where needed.
- 4) Management of Contractor resources and teams to ensure the timely delivery of items identified as "In scope" within this SOW.
- 5) Ensuring that members of the City staff are sufficiently educated in PMIS system elements to understand the implications of design decisions.
- 6) Providing the City with timely and detailed descriptions of the tasks identified as the City's responsibility within this SOW.
- 7) Advising the City of expected completion dates for tasks identified as the City's responsibility within this SOW.
- 8) Advising the City of the impact on the expected delivery dates when prerequisite City tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
- 9) Monitoring the progress of the project and advising the City of risks to its on-time completion.
- 10) Coordinating the completion and approval of change orders.

#### *City Project Management Responsibilities*

- 1) The timely completion of tasks assigned to the 'City' within this SOW.
- 2) Advising Contractor of expected completion dates for 'City' tasks within this SOW.
- 3) Ensuring that change orders contain a full specification of the changes required.
- 4) Ensuring that requested customizations are fully specified and documented.
- 5) Ensuring that all City team members have a clear understanding of their responsibilities to the project.

#### *City Resources*

The requirement for City resources is variable with:

- 1) The duration of the project.
- 2) The degree of internal City consultation.
- 3) The level of internal City agreement.
- 4) The number of customizations.
- 5) The familiarity of City staff with the SQL Server environment.

## Project Planning

Xerox shall assign a Project Manager who shall be available to the City. Xerox's Project Manager (XPM) is to provide direction and control of Xerox's project personnel and to establish a framework for contract communication, reporting, procedural and contractual activity. Throughout the progression of the project milestones through Final Validation of mutually agreed business and functional expectations, the XPM shall be responsible for the following:

- 1) Review all Scope of Work (SOW) & Contract documents with the City Project Manager (CPM);
- 2) Coordinate and manage the activities of Xerox's project personnel;
- 3) Maintain Contract communications through the CPM; and,
- 4) Develop documentation for this Contract.

## Planning Deliverables:

- 1) *Project Charter*: Xerox, in coordination with the City Project Manager, shall assist in creating the initial Project Plan as needed to satisfy the City's documentation, reporting and oversight requirements. The items that follow are subsections within the Project Charter template:
  - a) Business Objectives – Shall list the high level project objectives for this scheduling project.
  - b) Scope Overview – Shall list the high level goals for this scheduling project.
  - c) Integrated Business Solution – Shall detail how the high level goals will be integrated to ensure a well-designed foundation for People Soft and other potential enterprise applications.
  - d) Integrated Governance and Project Structure – Shall detail the key resources, roles and responsibilities sufficient to support project completion.
  - e) Project Critical Success Factors – Shall list the key project factors that should be observed in order to deliver the project on time and within budget.
  - f) Integrated Deliverables – Shall list the high level tasks necessary to fulfill the contractual obligations of this project.
  - g) Risk Management Plan - Shall document and communicate known risks and evaluate potential risks in all phases of the Contract. The plan shall include mitigation strategies and establish the framework for identifying, managing and controlling risks. It shall also reflect how Xerox defines risk, impact and probability.
- 2) Additionally, beyond the Project Charter, following planning related artifacts shall be created by Xerox:
  - a) The project plan will be prepared by the Xerox project manager in consultation with the City's project manager and team members.
  - b) Integrated Project Plan (Work Breakdown Structure): Xerox shall provide details on work that will be completed in each Contract phase, the amount of time

expected to complete each task, and the staff or resources assigned to complete each task. At a minimum, this plan shall include an estimated but complete resource loaded schedule, including any constraints or assumptions. Xerox shall employ professional project management software such as Microsoft Project.

- c) Project Directory: Xerox and City shall list the resources and their contact information associated with the project.
  - d) Risk Register: Xerox shall provide the format for recording project risks. Risks will be discussed during weekly project meetings (including QPM, ROWE, CPM, etc.). A risk assessment meeting will be held monthly.
  - e) Quality Management Plan – Shall define the steps / processes to be used to ensure a sufficient level of quality is maintained throughout the life of the project.
  - f) Communication Plan – Xerox shall assist in defining the steps / processes / tools available to communicate project information to City and CPM. Communication to City employees is the sole responsibility of the City.
- 3) Xerox will work with the City to determine and document a Work Breakdown Structure of all necessary work items to complete the implementation of the new PMIS.
- 4) Xerox will work with the City to create and document a project schedule for implementation.
- 5) Develop detailed cutover plan including:
- a) Rollout plan including ordered, detailed tasks.
  - b) Back-out plan including ordered, detailed tasks.
  - c) Xerox and City staff resource plan during cutover.
  - d) Outage planning and communication.
- 6) Change Management Plan - Xerox shall help the City develop an appropriate change management strategy that at a minimum will:
- a) Identify and fully articulate the organizational changes that the initiative will bring;
  - b) Develop specific transition and communication strategies for the various stakeholder groups;
  - c) Develop strategies for mitigating and managing major barriers for implementation;
  - d) Define how changes to the SOW and agreed requirements are to be evaluated, changed and coordinated within the contract;
  - e) Work with City counterpart(s) and communication support staff.
- 7) The implementation of each Xerox PMIS module will involve the following stages:
- a) An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations – and onsite training in how to do so.

- b) A determination of how best to configure and, if necessary, customize the module to meet the objectives of the City.
- c) An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations, along with recommendations and assistance in developing or changing business processes if necessary.
- d) Documentation of the agreed configuration and customizations.
- e) The preparation of data import templates consistent with the agreed configuration and customizations.
- f) The completion by the City of the data import templates.
- g) The import by Xerox of the data import templates.
- h) The creation of custom report views to support the reporting of custom fields.
- i) Determination of custom reporting requirements that cannot be met by the standard reports and standard functionality – and assistance in building those falling into agreed deliverables / requirements with change orders required for all others.
- j) The preparation of change orders including the specifications for any required custom reports.
- k) The development by Xerox of any required custom reports.
- l) The validation of mutually agreed business and functional expectations by the City of custom reports and ad hoc models.
- m) The deployment of custom reports and ad hoc models.
- n) The development of an integration strategy for updating the Xerox database with actual result data from the financial system and the passing of data into the financial system, in reference to Enterprise Cashiering.
- o) The development by the City of the integration components required to support PMIS operations.
- p) The development and configuration by Xerox for all PMIS modules.
- q) The deployment of all integration components.
- r) The validation of mutually agreed functional deliverables by the City of the integration components.

## Design Deliverables

Xerox shall provide a solution compatible with the Technology Standards in Exhibit B.

Xerox shall provide City with the following PMIS design deliverables:

- 1) Technical architecture design documentation, with access for review. This document will be a conceptual architecture diagram to include any integrations. Please see attached example.

- 2) Xerox shall assist City to develop business rules and policies upon which the business and functional expectations will be established.
- 3) Xerox shall assist City to review approval policies. Based on that review, Xerox shall use this information to develop the software during configuration.
- 4) Reports Review requirement: Xerox will verify that the standard reports available from the PMIS will address the Public Works' reporting requirements. If any requirements are not met Xerox will work with the City to define specific custom reporting needs.
- 5) Xerox will be responsible for creating the configuration guide (detailing how to configure the system):
  - a) Includes architecting workflows;
  - b) Includes module configuration per the requirements document; and,
  - c) Includes basic onsite training around the same.
- 6) Xerox will develop mutually agreed upon Service Level Agreement (SLA) and performance metrics.
- 7) Xerox will assist in developing and documenting test plans and scripts for system and user validation of mutually agreed business and functional expectations.

#### Fit Gap Meetings / Expectation Deliverables

Xerox shall provide a Fit Gap Report (FGR). The FGR is a living document measuring Software functionality against the agreed business and functional expectations. The purpose of the FGR is to measure and report progress in addressing gaps and to ensure problems are reported and addressed in a timely manner.

Over the course of the Contract, Xerox and the City will work together to provide Software demonstrations of agreed business and functional expectations to ensure conformance to the agreed schedule. Fit Gap Meetings between the City and Contractor will confirm the system performs as detailed within the scope and codified business and functional expectations. These efforts will produce clarifications to existing agreed expectations. Clarifications and/or additions shall be tracked in the FGR.

#### Global Configuration Deliverables

Xerox shall:

- 1) Configure the Software to meet City agreed business and functional expectations as determined by the FGR. Assist the City to create and configure users, groups and roles.
- 2) Provide training on and assistance in creating and configuring user and role permissions.
- 3) Configure Software with Business Rules and workflows as determined during the Design phase and by using the FGR.
- 4) Create additional reports as needed and identified which fall into agreed deliverables or items identified on the FGR, with change orders required for all others.
- 5) Create and configure any ROWE specific information as outlined in the business and functional expectations and FGR.



- 6) Implement integration with IDM to authenticate to ROWE domain, as outlined in Section IIX. (we need to updated when we understand from Xerox what their research has determined
- 7) Configure PMIS to use the City's existing Active Directory® for user logon and authentication.
- 8) On-the-job onsite training for City personnel for Software configuration.
- 9) Provide a configuration document detailing system interfaces.
- 10) Provide (and maintain) two environments (Test and Production). If any development is required by the City, a third environment, development, will need to be provided and maintained.
- 11) Xerox will be responsible for any custom development to meet City's business and functional expectations identified within the current scope.
- 12) Xerox will work with the City to configure the system including:
  - a) Forms for data entry;
  - b) Configure workflows;
  - c) Configure user access/security; noting,
    - i. Initial training of ROWE Admin staff around same to allow for subsequent ROWE administration in the event of future business process changes.
- 13) Xerox will work with the City to build data interface(s) to and from PeopleSoft. Xerox will be responsible for developing the interface(s) in/out of the Xerox PMIS from the PeopleSoft system. The City will be responsible for developing the interfaces in/out of PeopleSoft and will also provide PeopleSoft data files in a predetermined format for interfacing into the PMIS.
- 14) Reporting:
  - a) Analytical reports as defined in fit-gap summary;
  - b) Documentation on user creation of ad-hoc reports.
- 15) Xerox will work with the City to connect and integrate with the ancillary technical systems as detailed within the scope pursuant to the technical requirements

#### Interface Deliverables

Xerox shall provide City export script(s) to process automated exports from PeopleSoft HR/Financial systems in accordance with the City's accounting business processes.

- 1) PeopleSoft Requirements are listed below:
  - a) Export pertinent financial and employee information from PeopleSoft to Xerox Budget as determined by the City; including but not limited to all chartfield elements and POS/FTE data.
  - b) Xerox shall run testing of the interfaces against PeopleSoft test environments to ensure the Software functions accurately prior to City testing.
  - c) City will test interface against PeopleSoft test environment.
  - d) Xerox shall make best efforts to resolve discrepancies and make configuration changes as needed within five (5) business Days after City reports the discrepancy.

- e) Xerox shall be responsible for ensuring the data exported from the PeopleSoft HR/Financial system, either in CSV formatted files available to Xerox's automated facility or XML formatted files directly loaded into Xerox's automated facility via a web service, functions accurately in Xerox Budget prior to City testing.

Additional requirements pertaining to above interfaces can be found in the agreed Requirements document.

#### Expectations

Before Xerox undertakes any customizations described herein, system integrations and data imports, the City and Xerox shall prepare and sign-off on the detailed mutually agreed business and functional expectations for the work to be performed.

#### Change Orders

Any changes to the agreed expectations, including changes requested by the City shall be the subject of a new task order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

#### Warranty

Once completed the custom work shall be warranted by Xerox in accordance with the "Service Level Agreement" section of this scope of work.

### **PMIS Functional Validation:**

Xerox shall include adequate provisions for system and user validation of mutually agreed business and functional expectations. This includes assistance in the development of the business and functional expectations to deliver the services to the City as outlined within the Scope of Work.

#### Configuration Testing Deliverables

- 1) Xerox shall provide guidance in creating test scenarios to validate business and functional expectations.
- 2) Xerox shall make best efforts to resolve discrepancies during the development lifecycle and make configuration changes as needed within five (5) business Days after City reports the discrepancy or as mutually agreed.
- 3) Xerox will be responsible for the unit testing and reviewing all functionality with the City prior to City validating business and functional expectations.
- 4) Xerox will be on site to assist in coordinating the business and functional validation sessions.
- 5) Xerox to participate in resolution of items identified in system and business and functional validation. Any discrepancies not in alignment with the original requirements will need a mutually agreed upon resolution.

- 6) Xerox may be required to provide documentation or evidence that the functions outlined in the mutually agreed business and functional expectations have been met.

**Expectation Validation Review and Documentation**

Xerox shall review and modify the initial Software configuration to address any Fit Gaps and errors identified during all business and functional validation phases per the following:

- 1) Xerox shall review with the City identified Fit Gaps.
- 2) Xerox shall review with the City, errors and their respective fixes discovered during business and functional validation.

**Deployment**

Xerox shall address and fully test all City agreed expectations as documented, including Fit Gap report, prior to implementation. A Deployment Plan will be developed as outlined in the schedule. This plan will be created by Xerox and approved by the City. Therefore, this deliverable will be further defined once the Deployment Plan has been finalized.

**Deployment Deliverables**

- 1) Xerox shall make best efforts to fix all errors within five (5) business days after City reports the error or as mutually agreed.
- 2) Participate in a go/no go decision with identified stakeholders from the City for LRMS.
- 3) Implement cutover plan to deliver a Parking Management Information System.

**Training and Documentation**

Xerox shall provide on-site training. The training shall be designed and conducted to provide familiarization in all aspects of the Software by job function. The City will utilize train-the-trainer approach for end-user training. Training shall be scheduled by mutual agreement between Xerox and the City.

**Training**

- 1) Xerox shall develop and provide user manuals to the City with specific training based on each module. Xerox shall assist City trainers to develop training practice scenarios. Xerox shall provide one (1) hard copy of each training manual and one (1) electronic copy of each training manual in the Microsoft Word format. The City may create as Xerox shall provide the following training sessions for up to the acceptance of City:

	<u>Training Session</u>	<u>Description</u>	<u>Number of Attendees</u>
<b>1</b>	Administration	General administration training that covers proper methods for day-to-day operation of the software, including, but not limited to the management of business rules.	2-5 ROWE-designated administrator and technology personnel.
<b>2</b>	Administrator Authored Training	Training in the use of report views. Each training in the use of report center reporting is applicable to any and all installed modules.	2-5 ROWE -designated administrator and technology personnel.

	<u>Training Session</u>	<u>Description</u>	<u>Number of Attendees</u>
3	Security	Training in the establishment and modifications of security permissions.	2-5 ROWE -designated administrator and technology personnel.
4	Dashboards	Training in Xerox's dashboards feature.	10-15 ROWE -designated administrator and super-user personnel.
5	Train-the-Trainer: PMIS Modules	Training in the essential concepts and standard navigation of each PMIS module In addition to training on the basic operation/navigation of the module, this session will instruct attendees on how to train others on the module's use.	15-20 ROWE -designated super-user personnel.  Provided for each PMIS module (Merge®, eTIMS™, others)
6	Management Training	Management overview training including, but not limited to, system navigation, reporting and performance management.	1-5 ROWE -designated managers.

- 2) All training shall be conducted against a ROWE-specific test database.
- 3) All training shall be conducted on-site at the Wellington Webb Municipal Office Building in Denver, CO.
- 4) The training approach shall be flexible enough to allow the City to make adjustments to the participants and curriculum to achieve the greatest benefit for the training.
- 5) Xerox shall submit to the City for approval a class outline and training manual for all training, along with a time estimate to complete the sessions.
- 6) Qualified technical experts shall conduct all training. The instructor(s) shall have a thorough mastery of the specific subject matter involved and shall have the ability to impart information to others in easily understood terms and with ROWE-specific scenarios.
- 7) Xerox shall provide Quick Reference Guides, including graphics. One (1) Quick Reference Guide per unique job function, up to a total of 15, shall be provided.
- 8) Xerox shall meet the following requirements for all training material:
  - a) Shall be for the version of the software that is being deployed.
  - b) Shall be customized to include functionality defined in the contract.
- 9) Xerox to provide training and documentation:
  - a) Training for how to modify the configuration of the system in the future.
  - b) Create User guide documentation.
  - c) Assistance with creation of tutorials that will be used to train the agencies.

### **Final Validation and Close-out**

The final business and functional validation will be based on successful implementation of the system in the agreed environments and upon successful City validation of business and

functional expectations of the system and its interfaces. Successful validation entails that the system performs as per the agreed expectations, including FGR. In addition Xerox will provide the documentation listed below.

#### Documentation

Documentation shall be developed and provided to support the Software and the City's business processes. Any Software tools or utilities that are desirable to tune, test, maintain, or support the Software shall be specified by Xerox. Any City-specific configuration or tailoring shall be documented and delivered to the City. Documentation shall include, but not be limited to, the following:

- 1) Technical administration
- 2) Software configuration
- 3) Interface(s)
- 4) Technical architecture diagram
- 5) Data dictionaries
- 6) Database setup and maintenance
- 7) Data model
- 8) Application Administration Guide
- 9) End-user day-to-day operation
- 10) Job function Quick Reference Guides

#### Close-Out Process

- 1) Close out invoicing;
- 2) Finalize and deliver remaining documentation, recorded trainings, etc.;
- 3) Work with City to conduct Lessons Learned;
- 4) Complete transition to Support and Maintenance and communicate support plan.

Final Acceptance Certificate shall be signed by the project sponsor.

### **Project Milestones, Deliverables, Assumptions**

The project implementation plan in Xerox's Proposal, Section 4 – IT1.1, includes milestones focused on delivering discrete components of the City's PMIS solution. Project deliverables and assumptions associated with each milestone are documented below.

*The Contractor will conform to the methods and deliverable content described in Sections 1.1 through 1.5.*

#### **1: Project Initiation and Planning**

Milestone: Approved project implementation plan.....Complete: 11/30/14

Tasks	Resource	Deliverables
Hold Internal Kick-off Meeting	Contractor project team	Contractor project team is allocated and aligned for project.
Kick-off Meeting	City, Contractor	Common understanding of project objectives, tasks, dependencies, deliverables, roles, schedule, and procedures.
Prepare and Submit Updated Implementation Plan	Contractor	Updated implementation plan submitted to City.
City Review and Approve Implementation Plan	City	Approved project implementation plan.

Assumptions and Dependencies:

- The two series of preparatory tasks listed in Contractor’s implementation plan (Proposal Section 4 – IT1.1) will be complete before Notice to Proceed is issued by the City. The two task series are:
  - ‘Core Functions in Place on Day One’
  - ‘New Features Ready On/Before Day One’
- The preliminary project plan has six interface tasks starting concurrently before approval of the final project.
  - The City expects the Contractor project team will have sufficient resources to pursue the interface tasks in parallel.
  - The City expects Contractor will have sufficient resources to support operation of the City’s current PMIS environment.

**2. eTIMS™/ECS Interface**

Milestone: eTIMS™/ECS Interface in Operation ..... Complete: 02.05.2015

Tasks	Resource	Deliverables
Finalize Functional expectations	City, Contractor	Final interface specifications documented by Contractor and approved by City.
Build Interface	Contractor	eTIMS™/ECS interface components ready for testing. Interface components will support the following functions: RPP Payments eTIMS™ Citation Payments Pay by phone Pay by web Develop Reports
Testing	Contractor	eTIMS™/ECS interface is fully functional
City Review/Validation Testing	City	City confirmation that the eTIMS™/ECS interface conforms to agreed business and functional expectations, is fully functional

Tasks	Resource	Deliverables
eTIMS™/ECS Interface Complete	Contractor	eTIMS™/ECS interface is in production operation

Assumptions and Dependencies:

- Upon completion of this milestone, all eTIMS™/ECS interfaces will be available for routine operation by the target users.
- City will allocate resources required to participate in functional expectation testing.

### 3: Real-time Interface – RPP Subsystem to Handhelds

Milestone: Real-time interface in Operation ..... Complete: 1.26.2015

Tasks	Resource	Deliverables
Finalize Specifications	City, Contractor	Final interface expectations documented by Contractor and approved by City.
Build Interface	Contractor	Real-time interface components are ready for testing.
Testing	Contractor	Real-time interface is fully functional
City Review/Validation Testing	City	City confirmation that the Real-time interface for RPP subsystems and handhelds conforms to agreed business and functional expectations, is fully functional
RPP Subsystem, Handhelds Complete	Contractor	Real-time interface for RPP subsystems and handhelds interface is in production operation.

Assumptions and Dependencies:

- Upon completion of this milestone, the Real-time interface for RPP subsystems and handhelds will be available for routine operation by the target users.
- City will allocate resources required to participate in functional expectation testing.

### 4: eTIMS™ Interface – DPD Tows and Tow Releases

Milestone: eTIMS™ Interface - DPD Tows/Releases in Operation ..... Complete: 01.26.2015

Tasks	Resource	Deliverables
Finalize Specifications	City, Contractor	Final interface specifications documented by Contractor and approved by City.
Build Interface	Contractor	Interface components are ready for testing.
Testing	Contractor	DPD Tow and Tow Releases interface is fully functional.

Tasks	Resource	Deliverables
City Review/Validation Testing	City	City confirmation that the interface for DPD Tow and Tow Releases conforms to agreed business and functional expectations, is fully functional
Tow and Tow Release Interfaces are complete	Contractor	Real-time interface for DPD Tow and Tow Releases is in production operation

Assumptions and Dependencies:

- Upon completion of this milestone, the DPD Tow and Tow Releases interface will be available for routine operation by the target users.
- City will allocate resources required to participate in functional expectations

**5: Land Development LRMS (Meter Bagging, Permitting)**

Milestone: Merge®/LRMS Interface in Operation..... Complete: 07.01.2015

Tasks	Resource	Deliverables
Requirements Analysis/Specifications	City, Contractor	Final interface specifications documented by Contractor and approved by City.
Establish Environment in Data Center	Contractor	LRMS Data Center environment is operational and available for subsequent tasks.
Develop/Configure (incl. Merge® interface)	Contractor	LRMS is ready for testing by Contractor project team.
Internal Testing	Contractor	LRMS is functional and without defects in internal QA environment.
On-site Testing	Contractor	LRMS is fully functional.
City Review/Validation Testing	City	City confirmation that LRMS conforms to agreed business and functional expectations, is fully functional
Training	Contractor	LRMS Training Matrix. LRMS training delivered to designated stakeholders.
LRMS Ready for City Use	Contractor	LRMS is ready for use and
On-site Go-Live Support	Contractor	Contractor initiates ongoing LRMS support.
Test Merge®/LRMS Interface	Contractor	Merge®/LRMS interface tested prior to completion of LRMS requirements/specifications.
City Review/Accepts Interface Test	City	City confirms Merge®/LRMS interface operates as required.
Merge®/LRMS Interface Available	Contractor	Merge®/LRMS interface available for subsequent tasks.



Assumptions and Dependencies:

- The sequence of Merge®/LRMS interface testing tasks, performed 01.05.2015 through 01.16.2015, are intended to be a proof of concept exercise in support of Functional Expectations tasks.
- LRMS training delivery will be based on a training matrix developed by Contractor as explained in Proposal Section IT3.1.
- Upon completion of this milestone, LRMS and the Merge®/LRMS interface will be available for routine operation by the target users.
- City will allocate resources required to participate in validation of functional expectations
- City will provide Contractor with written acceptance of LRMS and the Merge®/LRMS interface.

**6A: Establish Merge® Environment**

Milestone: Merge® Environment Baseline.....Complete: 12.22.2014

Tasks	Resource	Deliverables
Gather and Load Data	Contractor	Merge® database is populated with: Policy Data Inventory Data Archived Sensor Data Archived Meter Payment Data Archived Meter Outage Data Archived Meter Repair Data Archived Meter Status Data
Baseline Testing	Contractor	Merge® environment available for subsequent tasks

Assumptions and Dependencies:

- Contractor will have access to City data sources as required to gather and load data for the Merge® environment.

**6B: Define Denver Specific Requirements**

Milestone: Merge® Requirements Complete.....Complete: 01.15.2015

Tasks	Resource	Deliverables
Functional Design Activities	Contractor	Merge® Function Design complete and documented
System Interface Design	Contractor	Merge® System Interface Design is complete and documents

Tasks	Resource	Deliverables
Test Planning	Contractor	Merge® test plan is complete

Assumptions and Dependencies:

- Contractor will perform the three design and planning tasks concurrently.
- The City will work with Contractor as required to complete design activities; including review of design documents and test plans.
- Upon review of design and test planning artifacts, the City will provide Contractor with written approval of LRMS and the Merge® requirements.

### 6C: Merge® Development (Denver)

Milestone: Merge® Requirements Complete..... Complete: 05.11.2015

Tasks	Resource	Deliverables
Functional Development	Contractor	Functional development ready for testing.
Vendor Interface Development	Contractor	Vendor interface ready for testing.
Internal Interfaces (eTIMS™, PocketPEO)	Contractor	Internal interfaces ready for testing.

Assumptions and Dependencies:

- Contractor will perform the three development tasks concurrently.
- City will be prepared to respond to Contractor questions during development tasks.

### 6D: Merge® System Testing

Milestone: Merge® Environment Operational..... Complete: 08.15.2015

Tasks	Resource	Deliverables
End-to-End Integration Testing	Contractor	Integration testing complete
Functional Testing	Contractor	Function testing complete
Regression Testing	Contractor	Merge® functions
City Review and Validation Testing	City	City confirmation that Merge® and interfaces conform agreed business and functional expectations, are fully functional
Merge® Operational	Contractor	Merge® in production operation at City.

Assumptions and Dependencies:

- City will be prepared to respond to Contractor questions during testing.
- City will allocation resources required to validation of functional expectations.
- Upon successful completion of Merge® testing, the City will provide Contractor with written acceptance of the Merge® environment.

**7: Close-out**

Milestone: Closed-out..... Complete: 08.15.2015

<b>Tasks</b>	<b>Resource</b>	<b>Deliverables</b>
End-to-End Integration Testing	Contractor	Integration testing complete
Functional Testing	Contractor	Function testing complete
Regression Testing	Contractor	Merge® functions
City Review and Validation Testing	City	City confirmation that Merge® and interfaces conform to agreed business and functional expectations are fully functional
Merge® Operational	Contractor	Merge® in production operation at City.

**Assumptions and Dependencies:**

- City will be prepared to respond to Contractor questions during testing.
- City will allocate resources required to validate functional expectations
- Upon successful completion of Merge® testing, the City will provide Contractor with written acceptance of the Merge® environment.

Xerox shall deliver solution components as per the agreed business and functional expectations by the task and/or deliverable date and penalty schedule. The City will conduct validation testing by an agreed upon date to confirm business and functional expectations are met. Xerox shall not receive penalties if solution component delivered on time to the City, and is fully functional per expectations. If the solution components provided are not delivered to the City on time or do not fully meet the agreed business and functional expectations, Xerox shall be charged a penalty. This penalty will be assessed based upon the penalty schedule.

**EXHIBIT B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com  303099-ALL-CAS-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> XEROX BUSINESS SERVICES LLC D/B/A AFFILIATED COMPUTER SERVICES LLC 2828 N. HASKELL AVENUE DALLAS, TX 75204	<b>INSURER A :</b> ACE American Insurance Company <b>NAIC #</b> 22667	
	<b>INSURER B :</b> N/A <b>NAIC #</b> N/A	
	<b>INSURER C :</b> Indemnity Ins Co Of North America <b>NAIC #</b> 43575	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-006934861-01      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			HDO G27329445	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> EACH OCCURRENCE \$ 2,000,000 <input checked="" type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	<b>AUTOMOBILE LIABILITY</b>			ISA H08815586	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 <input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$ \$	
	<input checked="" type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	<b>UMBRELLA LIAB</b>						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	DED						RETENTION \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WLR C47876710 (AOS)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WLR C47876709 (AZ, CA and MA)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCF C47876722 (WI)	01/01/2014	01/01/2015		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Parking Management Information Systems (PMIS) Agreement.  
Xerox Business Entity: Xerox State & Local Solutions, Inc.  
City & County of Denver, its elected and appointed officials, employees and volunteers are additional insured under the above general liability and auto liability but only with respects to liability arising from negligent acts or omissions of Xerox Business Services, LLC and to the extent where required by written contract.

<b>CERTIFICATE HOLDER</b>  City & County of Denver Department of Public Works 201 West Colfax - Department # 611 Denver, CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Jessica A. May

*Jessica A May*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036  303099-FINPR-Crime-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> XEROX CORPORATION AND ITS SUBSIDIARIES 45 GLOVER AVENUE NORWALK, CT 06850	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA	19445
	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006934864-03                      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fidelity Bond/ Blanket Crime Coverage			01-476-73-87	08/18/2014	08/18/2015	Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Parking Management Information Systems (PMIS) Agreement.  
Xerox Business Entity: Xerox State & Local Solutions, Inc.  
City & County of Denver is included as joint loss payee as its interest may appear and where required by written contract.

<b>CERTIFICATE HOLDER</b> City & County of Denver Department of Public Works 201 West Colfax - Department # 611 Denver, CO 80202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert L. Salinaro <i>Robert L. Salinaro</i>
--	---

## EXHIBIT C

### Contractor Compensation

All compensation due to the Contractor under this Agreement shall be paid to the Contractor on a monthly basis by the City as set out below.

#### Section I: Compensation

A) Base Compensation: As compensation during the Term of the Agreement and for providing entirety of the programs, equipment, software, implementations, and all related processes, services and staffs outlined within this Scope of Work, unless otherwise noted within Exhibit C, the City agrees to pay and the Contractor agrees to accept, as full compensation, the following fees:

a. A Citation Processing Fee.

- i. This fee is subject to annual Consumer Price Index increase/decrease adjustment based on the US Department of Labor, Bureau of Labor Statics, Consumer Price Index for All Urban Consumers (CPI-U) for All items, Denver-Boulder-Greely.
- ii. The CPI-U adjustment will be applied as of January 1, 2016 and each January 1<sup>st</sup> thereafter.
- iii. The initial Citation Processing Fee shall be initially established at \$3.42 for the first 58,334 citations issued monthly. Thereafter, the citation processing fee shall be tiered month based upon the table listed below.
- iv. If the City elects to implement LRMS, the Citation Processing fee will be initially established at \$3.65 for the first 58,334 citations issued monthly. Thereafter, the citation processing fee shall be tiered month based upon the table listed below.

	Monthly Citation Tier		Annual Citation Projection	Citation Processing Fee	LRMS Implementation
Tier 1	1	58,334	700,008	\$ 3.42	\$ 3.65
Tier 2	58,335	62,500	750,000	\$ 3.27	\$ 3.50
Tier 3	62,501	66,667	800,004	\$ 3.12	\$ 3.35
Tier 4	66,668	66,668+	823,332	\$ 2.97	\$ 3.20

- v. In the event that the City exercises the LRMS option discussed above, they will be entitled to a discount in years 5, 6 and 7 as detailed below:
  - In year 5– Xerox will apply the COLA adjustment and then subtract \$0.05 for the per ticket fee

- In year 6 – Xerox will apply the COLA adjustment on the discounted rate and deduct an additional \$0.5 (cumulative \$0.10 discount)
  - In year 7 – Xerox will apply the COLA adjustment on the discounted rate and deduct an additional \$0.5 (cumulative \$0.15 discount)
  - vi. There shall be no charge for citation canceled by the City.
  - vii. In the event that the City elects to not exercise the option for services outlined in Section I § N (Technician) then the base citation rate shall be reduced by 4%.
  - viii. In the event that the City implements LRMS but elects to not exercise the option for services outlined in Section I § P (LRMS Specialist) then the base citation rate shall be reduced by 6%.
  - b. Forty-Seven Dollars and Seventy Four Cents (\$47.74) per active, field deployed computers (MDTs, and handhelds) per month for wireless charges.
  - c. There shall be no charge for lock box exception processing.
  - d. There shall be no charge for implementation of CCTV as outlined in Section VI §E-h.
  - e. Four Dollars and Fifteen Cents (\$4.15) per Residential Parking Permit fulfilled
- B) Operational Equipment: At the direction of the City, the contractor may procure equipment at the direction of the City as outlined in Exhibit A, Section VI, Subsection E. Equipment cost may be fully reimbursable to the Contractor with a standard markup of twenty percent (20%).
- C) Reimbursable Costs: The Contractor is entitled to reimbursement of all costs associated with the following items:
- a. Printing costs of notices mailed via US Mail, up to three notices, mailed in accordance with Exhibit A, Section IV, Subsection C.
    - i. Subsequent Notices May not be billed as they are part of Collection Activities.
  - b. Notices communicated via electronic means may not be billed as that scope is covered within the processing fee.
  - c. US Postage for items mailed at the direction of the City.
  - d. Shipping associated with the initial purchase of hardware procured in accordance of Subsection B of this Section.
    - i. Shipping charges associated with maintenance or repair or warranty items shall not be reimbursable.
  - e. Customized reports as requested by the City other than the Department of Public Works.
  - f. Manual, Paper Ticket book orders
  - g. Scofflaw Field Notification forms
  - h. City Requested Contractor Travel
  - i. Parking Permit Hang Tags
  - j. LPR Dynamic Data Pricing - ongoing operation and service fees associated with the LPRs
- D) Supplies: The contractor agrees to procure and provide the City with supplies as outlined in Exhibit A, Section VI, Subsection G at its sole and exclusive expense.
- E) Collection Compensation: In addition the Base Compensation provided for in Section A of this exhibit, the Contractor will also be compensated by the City for collection charges as authorized by D.R.M.C. § 53-4 and ad described in Exhibit A with respect to each unpaid Parking Citation



referred to the Contractor for collection that is paid by the Delinquent Payer or collected by the Contractor or any subcontractor(s) on or after the seventieth (70<sup>th</sup>) day after the date of issuance of the Parking Citation.

- F) Court Fees Not Affected: Nothing in this Agreement shall affect, supersede or modify any duly promulgated or enacted fee or changes of the Denver County Court or its Bureaus in any way affecting Parking Citations.
- G) MERGE® Integration: The Contractor agrees to provide the City with a cost-estimate for all MERGE® interfaces that will exceed 8-man hours per project (including programming, validation/verification testing). The Contractor shall be entitled to charge \$125.17 per hour for such projects.
  - a. Full Integration with Accela shall be completed for no more than \$1,800.00.

### **Section II: Billing Credits**

Contractor Housing: The Contractor and City may mutually agree to house contractor staff on semi-permanent basis in the same location as Right-of-Way Enforcement. In this instance, the Contractor shall provide the City with documentation of their most recent office space lease rate. Subject to the Director of Real-estate Approval, the monthly lease rate shall be applied as a billing credit to the monthly invoice. This arrangement may be evaluated and extended annually based on mutual agreement by all parties.

### **Section III: Task Order Billing**

In accordance with Section 16 of Terms and Conditions, the Contractor is entitled to bill at the following rates for the development and implementation of scope identified in future task orders:

- A) Systems Architect: \$180/Hour
- B) Operations Manager: \$180/Hour
- C) Assessment Subject Matter Expert: \$155/Hour
- D) Deployment Subject Matter Expert: \$155/Hour
- E) Developer: \$130/Hour

Exhibit D-Bond

SAMPLE PERFORMANCE BOND WORDING (ANNUALLY/RENEWABLE PERFORMANCE BOND)

Bond Number: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, (hereinafter called the Principal), as Principal, and NAME OF SURETY COMPANY, duly organized under the laws of the State of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto \_\_\_\_\_, (hereinafter called the Obligee), in the sum of \_\_\_\_\_ (\$\_\_\_\_) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated \_\_\_\_\_, for \_\_\_\_\_, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_, 20\_\_\_\_, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(fill in Principal's name)
Principal

By: \_\_\_\_\_

NAME OF SURETY COMPANY
Surety

By: \_\_\_\_\_

Attorney-in-Fact

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201418112-00

**Contractor Name:** XEROX STATE & LOCAL SOLUTIONS INC

By: \_\_\_\_\_  
*[Signature]*

Name: \_\_\_\_\_  
*Mark J. Talbot*  
(please print)

Title: \_\_\_\_\_  
*SVP*  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

