

City of Beverly Hills, CA

Request for Proposals 20-170-02

Notice Inviting Bids for:

Parking Citation and Permit Management System Including Citation Issuance Devices and Mobile License Plate Recognition Technology

Bid Submission Deadline: August 27, 2020 at 2 p.m.

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Section 1 Executive Summary

1.1 Overview

The City of Beverly Hills (or "City") is requesting Proposals for a comprehensive Parking Citation and Permit Management System (CPMS) including fully integrated handheld citation issuance devices and mobile License Plate Recognition (LPR) technology.

The City's vision is a fully integrated system from a single Contractor with a demonstrated expertise in facilitating CPMS services in California to supply all hardware, software, and processing services. The City will entertain solutions from separate providers (i.e., one Contractor for parking citation management and citation issuance devices, one Contractor for permit management, and one Contractor for mobile LPR technology); however, it ideally seeks to contract with a single prime Contractor for the entirety of the desired solution. The period of performance of any contract resulting from this RFP will be a 5-year term with annual extension options.

The selected Contractor(s) shall be responsible for:

- Provision, maintenance and support of hardware and software for citation and permit issuance and management
- Customer/Violator service support including:
 - Telephone and website support services
 - Interactive Voice Recognition (IVR) and live customer support
 - o Entry of manual citations
 - o Mail and lockbox services including:
 - Payment processing
 - Noticing
 - Adjudication
 - Extensions
 - Payment plans
 - o Online portal for citation and permit processes
 - Technical support for website customers by phone/email
- Mobile LPR technology
- Permit management system for residential parking program
- Ongoing training for City staff, along with technical support and maintenance
- Reporting
- Delinquent collections including, but not limited to:
 - Noticing
 - o DMV hold processing
 - o Franchise Tax Board (FTB) collections
 - Secondary collections

The City has identified several priorities for the CPMS Contractor(s), referred to as Contractor hereafter, with the highest priority to rebuild and transform the City's parking enforcement

strategies and overall parking program. The overarching goals are to increase customer satisfaction and streamline parking management through the implementation of innovative technology. The City is seeking only those proposers that are qualified and willing to partner with the City to implement the most efficient and customer-centric parking experience for residents, employees, and visitors to the City of Beverly Hills.

The RFP is divided into seven sections as follows:

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Section 1: Executive Summary
Section 2: Proposal Submission Instructions
Section 3: Terms and Conditions
Section 4: Background Information
Section 5: Scope of Services
Section 6: Proposal Evaluation Criteria
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Appendices are in separate files located in this RFP folder.

1.2 Key Definitions

Throughout this document, capitalized terms are defined as follows:

Section 7: Proposal Response Format Instructions

Agreement - The City's standard agreement for implementation, hardware/software, ongoing support, maintenance, licensing, reporting and other related services to be entered into between City and the successful party that submits the Proposal(s) accepted by City.

Batch Processing – The process in which a specific set of payments is linked to a single session in the CMS/PMS by a unique session ID. Users should have the ability to open and close multiple sessions per day.

Business Day – Any day of business, Monday through Friday, other than City observed holidays or weekends.

California Vehicle Code (CVC) - Statutes relating to the operation, ownership and registration of vehicles in the state of California.

Citations – A notice of violation issued to a person or vehicle by a City employee or contractor.

Citation Management System (CMS) – The software solution provided by the selected Contractor to supply the City with access to all parking citation issuing and processing functions.

City – The City of Beverly Hills, California, the agency issuing this RFP.

Contractor - Any individual, partnership, corporation or joint venture potentially used by the

City to perform the services described in this RFP, also referred to as Prime Contractor.

CPMS (or System) – Citation and Permit Management System; The totality of the prescribed hardware configuration and software elements, including subsystems, interfaces, servers, devices, applications and operating software and any other element defined and acquired through this RFP, including services and support.

Customer – The end-user that is a resident, employee or visitor to Beverly Hills that will buy a permit, join a waitlist, pay, or adjudicate a citation of the City of Beverly Hills.

Downtime – The amount of time when the System is not available for its intended use by the City and its Contractors, measured in hours and whole minutes.

FAQs – Frequently Asked Questions posed by customers. These and corresponding answers should be documented on the customer-facing web/mobile portal.

Handheld – The enforcement equipment used to issue citations or warning notices, verify permit and paid parking status, and manage daily activity log.

Hosted – Software that is installed, hosted, and accessed entirely from a remote server or location.

License Plate Recognition (LPR) System – A vehicle scanning technology system that detects vehicle license plates as related to potential parking infractions.

Permit Management System (PMS) – The software solution that will be supplied by the selected Contractor to supply the City access to all parking permit issuance and processing functions.

Project Website - City website location for all official notifications related to this RFP. All material posted is considered to be part of this RFP and will become part of the final Agreement unless otherwise negotiated.

Proposal – The document submitted by Proposers in response to this RFP.

Proposer – The firm or individual submitting the Proposal.

Request for Proposals (RFP) – This Request for Proposals, including any amendments or other addenda hereto.

Scofflaw – A vehicle which has been involved in five (5) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.

SubContractor – Any individual, partnership, corporation or joint venture engaged by the Prime Contractor to perform services or provide products. All assigned Agreement services for this project will be governed by the same rules and regulations outlined in this RFP, be based on approval of the City and be the sole responsibility of the Prime Contractor.

Technical Compliance Matrix – Matrix to be completed by the Proposer. For each item listed, Proposer shall indicate if they comply with the requirement, if the requirement can be met with configuration, if the requirement can be met with custom programing, if the requirement is set for a future release, or if they cannot meet the requirement.

1.3 RFP Coordinator/Communications/Inquiries

City of Beverly Hills Parking Citation, Permit, Handheld, LPR Request for Proposals 20-170-02

Upon release of this RFP, all communications should be sent electronically (via PlanetsBids; https://www.beverlyhills.org/BHPlanetBids).

No other agency official or employee is empowered to speak for the City with respect to this procurement.

Unauthorized contact with any employee of any agency or department that is part of the City of Beverly Hills will result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City.

Following the Proposal submittal deadline, Proposers shall not contact the RFP Coordinator or any other agency official or employee, except to respond to a request by the RFP Coordinator.

The RFP Coordinator for this RFP will be:

Maria Lara Beverly Hills Police Department 464 North Rexford Drive Beverly Hills, CA 90210 Email: mlara@beverlyhils.org

Section 2 Proposal Submission Instructions

2.1 Proposal Response Format

Proposals must be submitted in the format described in <u>Section 7</u> of this RFP, using supplied forms where indicated. Failure to follow the format requested, or the failure to use the provided forms where indicated, could result in the rejection of a Proposal.

2.2 Preliminary Schedule

Event	Date
Request for Proposals Release Date	July 28, 2020
Deadline for Questions or Requests for Clarifications	August 10, 2020, 12:30 PM PDT
Proposal Submission Deadline	August 27, 2020, 2:00 PM PDT
Shortlisted Proposer Demonstrations	Week of September 14, 2020

2.3 PlanetBids Proposal Due-Date

Complete electronic copies of each response must be received before 2:00 PM, on August 27, 2020 PDT. Please send electronic responses to the City of Beverly Hills through Planet Bids (https://www.beverlyhills.org/BHPlanetBids).

All Proposers are required to submit their bids electronically. The electronic bid system will close exactly at the date and time set forth in this Request For Proposals or as changed by addenda. Proposers shall be required to submit additional documents as requested and Addenda acknowledgments electronically.

Bidders are responsible for submitting and having their bids accepted before the closing time set forth in the Request For Proposals or as changed by addenda. NOTE: Pushing the submit button on the electronic bid system may not be instantaneous; it may take time for the Proposer's documents to upload and transmit before the bid is accepted. It is the Proposer's sole responsibility to ensure their documents are uploaded, transmitted, and arrive in time electronically. The City of Beverly Hills will have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

The City will not accept any other methods of Proposal delivery; telephone, facsimile, paper, and telegraphic offers will not be accepted.

The qualifications review committee will check responses against the mandatory criteria. Responses not meeting all mandatory criteria will not be considered for review.

All Proposals and accompanying documentation will become the property of the City and will not be returned. Proposers are fully responsible for ensuring their Proposals are received by the time and date indicated. The City will not accept late Proposals, even in cases of known email system failure. Accordingly, Proposers are encouraged to submit their Proposals at least 24 hours before the time and date due.

2.4 Project Website

The website for this RFP and related documents is: (https://www.beverlyhills.org/BHPlanetBids)

All project correspondence will be posted on the project website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda.

2.5 Questions and Clarifications Regarding the RFP

All questions regarding this RFP must be submitted through the PlanetBids website no later than August 10, 2020 at 12:30 PM PDT.

The City is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline.

If the City determines that clarifications, supplemental instructions, or changes to this RFP are necessary, it will issue one or more official written addenda to the RFP that will become part of this RFP and be included as part of the Agreement. Oral explanations or instructions given before the award of the Agreement will not be binding.

All addenda will be posted on Planet Bid. It is the obligation and responsibility of the Proposer to learn of any addenda, responses or notices issued by the City and posted on the Planet Bid website. Proposers shall not be allowed to take advantage of any errors or omissions found in this RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City point of contact in a timely manner.

It is the responsibility of Proposers to assure that they have received addenda if any are issued. It shall be presumed that the Proposer has received any addenda issued and such addenda shall become a part of the Proposal submittal.

2.6 Proposal Submission

The Proposer's Proposal must be in the Proposal response format outlined in <u>Section 7</u> of this RFP and submitted pursuant to the following requirements:

The Proposer should submit a formal transmittal letter on official company letterhead that contains the following:

<u>Statement of Interest</u>: This statement should indicate your firm's general interest and capability to perform the project. Statement shall confirm if the Proposal submission includes all RFP components (citation, handheld, permit, and LPR) or designate which components are included. It should also include a brief summary of any information that you feel might be especially important to the City including confirming any Prime Contractor and SubContractors and their designated responsibilities.

<u>Statement of Validity Period</u>: The Proposal must have a Proposal life of at least one hundred eighty (180) days from the date of the RFP due date. This shall represent the time during which the Proposal is a firm offer and an Agreement may be entered.

<u>Contact Person</u>: Please include the name, title, address, telephone number, and e- mail of the key contact person for any questions regarding your Proposal.

<u>Signature of Authorized Representative</u>: An authorized representative of the firm must sign the Proposal and the name and title of the representative must be typed below the signature.

Section 3 Terms and Conditions

3.1 No Obligation to Proceed

The City is under no obligation to proceed with this project and may cancel this Request for Proposals at any time without the substitution of another, if such cancellation is deemed in the best interest of the City.

3.2 Withdrawal or Modification of Proposal

No Proposal may be withdrawn after the scheduled Proposal submission deadline.

3.3 Proposal Validity Period

Submission of a Proposal will signify the proposing party's agreement that its Proposal and the content thereof are valid for one hundred eighty (180) days following the submission deadline unless otherwise agreed to in writing by both parties.

3.4 Proposal Verification

Proposer's responses are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The City may contact individual Proposers for clarification or correction of minor errors and omissions. Upon such a request, the Proposer must furnish any requested information to the City within two (2) business days or the Proposal will be evaluated as originally received. Major errors or omissions, such as the failure to provide a cost schedule on the required RFP worksheets, may result in rejection of the Proposal from further consideration.

3.5 Rejection and Waiver

The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in offers received. Furthermore, the City may issue a new or modified Request for Proposals, if doing so is found to be in the best interest of the City.

3.6 Proposal Costs

By submission of a Proposal, Proposers acknowledge that any and all costs incurred throughout the RFP process are ineligible for reimbursement by the City.

3.7 Multiple Awards

The City may contract with a single Contractor or, at the City's option, with multiple

Contractors if deemed to be in the best interest of the City.

3.8 Purchase Orders

The Proposer shall furnish no services, equipment materials or labor unless a duly authorized Purchase Order is received from the City directing the supply of the same.

3.9 Taxation

The successful Proposer (or "Contractor") shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

3.10 SubContractors

The City prefers a comprehensive solution from a Prime Contractor with legal, project management and financial responsibility for all hardware, software, integration, and implementation services. One consolidated response with all cost items included in the cost summary shall be submitted.

As such, the City prefers to contract with one Prime Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City with regard to contractual matters. In the event the Prime Contractor utilizes one or more SubContractors, the Prime Contractor will assume all responsibility for performance of services by the SubContractor(s).

The City must be named as a third-party beneficiary in all subcontracts and all SubContractors must maintain all insurance coverages required of the successful Proposer. As requested in Section 7.2, a list of all SubContractors proposed to take part in the performance of the Agreement (at its outset) shall be provided to the City for written approval prior to Agreement execution.

3.11 Use of Name

Upon entering into an agreement, the successful Contractor agrees not to use the name of the City of Beverly Hills in commercial advertising, trade literature or press releases without the prior written approval of the City.

3.12 Requirement to Meet All Proposal Provisions

Each Proposer should respond to all of the specifications and Proposal terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all of the specifications except as expressly qualified in the Proposal.

3.13 Proposal to Become Part of Agreement

The submitted Proposal, along with this Request for Proposals, will become part of the Agreement that is negotiated between the City and the successful party.

3.14 RFP Not Contractual

Nothing contained in this Request for Proposals shall create any contractual relationship between the Proposer and the City.

3.15 Agreement Negotiation

The City reserves the right to negotiate all elements of the requirements, submittals, Proposals, terms and conditions and/or scope of services as part of the contract negotiation process prior to any formal authorization of the Agreement by the City.

The Agreement resulting from this RFP will be managed by the City's Police Department.

If at any time the contract negotiations are judged to be ineffective, the City may cease all activities with a Proposer and begin contract negotiation and preparation activities with a different Proposer, continuing the process until an Agreement is executed. As a part of this process, the City may obtain "best and final offers" from all Proposers judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject all Proposals if such action is determined by the City to be in its best interest.

3.16 Evaluation of Offers

The City reserves the right to analyze, examine and interpret any offer for a period of one hundred eighty (180) days after the hour and date specified for the receipt of Proposals.

Further, in the evaluation of the Proposals, the City reserves the right to use any assistance it deems advisable, including Contractors and consultants.

3.17 Award of Agreement

If an Agreement is awarded, the Agreement will be awarded to that Proposer whose Proposal, demonstration and client references present a System that will be the most advantageous to the City as set forth in the Evaluation Criteria in Section 6.2. The City will negotiate with the selected Proposer to acquire the combination of functionality and implementation assistance that best meets the City needs.

When Award Occurs: Award of Agreement occurs when approval by City Council and

issuance of a duly authorized Purchase Order is provided to the Proposer. A Recommendation of Award does not constitute award of Contract.

Amendment of Award: Proposal awards made by the City Council of the City of Beverly Hills may be corrected or amended in the sole discretion of the City Council prior to the City's execution and delivery of a signed agreement to a Proposer.

Agreement Term: The Agreement term shall be for a period of up to five (5) years and 30 days from the transition start date (December 1, 2020). This Agreement term may be extended as needed by mutual agreement between the City and the Contractor.

<u>Type of Agreement</u>: Firm fixed fee/firm fixed price. Proposed price shall be good for a minimum of one hundred eighty (180) days from the Proposal submission deadline.

<u>Draft Agreement</u>: A copy of the proposed Agreement to be entered into is located in Appendix A, attached hereto and incorporated herein by this reference. As part of the Proposal (see <u>Section 7.2</u>), the Proposer must state acceptance of the terms and conditions of the Agreement and the City's preferred terms, or note exceptions taken. In addition, the Proposer must include proposed exhibits to Appendix A as indicated.

<u>Debarment/Cancellation of Agreement</u>: Upon receipt of notice of debarment of a Proposer awarded an Agreement as a result of this RFP, or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of California, any local public body of the State, or any state of the United States, the City shall have the right to cancel the Agreement with the Contractor for cause as provided in accordance with the terms of said Agreement.

3.18 Public Records

After award of Agreement, Proposal responses shall be considered public record and subject to disclosure pursuant to the California Public Records Act ("PRA"). If the Proposer believes a specific section of its Proposal response is not subject to disclosure under the PRA, the Proposer shall mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. The Proposer shall include a written statement as to the basis for considering the marked pages not subject to disclosure including the relevant PRA provision, and the City will review the material, the PRA and make a determination. City shall make final determinations regarding whether any identified part of the Proposal is or is not subject to disclosure.

3.19 Non-Collusion

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting Agreement, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

3.20 Insurance Requirements

The successful party shall maintain insurance that is sufficient to protect the City against all applicable risks, as set forth in the City's Standard Insurance Requirements provided in Appendix B, attached hereto and incorporated herein by this reference. Please review the insurance requirements prior to submitting a Proposal. If the successful Proposer is unable to meet these standard requirements, please note current or proposed insurance coverage in the Proposal submittal where requested (see Section 7.2). Each Proposer shall submit with its Proposal current insurance information including type of coverage and minimum limits.

3.21 Qualification of Contractors

Every supplier of materials and services and all Contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

3.22 Compliance with Laws and Regulations

The successful party shall comply with all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes but is not limited to: protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; applicable permits, fees and taxes; and similar subjects.

3.23 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the successful Proposer shall become the property of the City.

3.24 Indemnification

The successful Proposer shall hold harmless, defend and indemnify the City, the City Council and each member thereof, and every officer, employee and agent of the City from any liability

or financial loss (including without limitation, attorneys' fees and costs) arising out of the acts or omissions of Proposer, its employees, agents, representatives, and /or SubContractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

The successful Proposer shall hold harmless, defend and indemnify the City, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorney's fees and costs) arising from any claim that the technology and services provided by Proposer under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

3.25 Current Manufacturer

All Hardware and Software furnished under this specification should be standard products of manufacturers regularly engaged in the production of such equipment. All proposed Hardware and Software must be the manufacturer's latest design. All material and equipment offered must be new and unused.

3.26 Purchase Alternatives

The City reserves the right to purchase more or less of any item proposed at the unit price offered unless specifically limited in a Proposer's response. The City reserves the right to procure Hardware, Software, Components or Services through alternative, third party or other resources at a lower cost, as approved for compatibility by the successful Proposer.

3.27 Site License Option

The Proposer should provide the ability for the City to purchase site licenses for all System Components proposed. The Proposer should propose individual user licenses and provide site licensing as an option, if applicable. The Proposer shall clearly identify all licensing options, if applicable.

3.28 Current Version

The Proposer System Software shall be the most current publisher or Proposer version, as of date of Agreement. The System proposed should be operational in five (5) or more Proposer locations as of the date of the Proposal. Beta test versions are not acceptable.

3.29 Prior Use

The City reserves the right to use Hardware and Software furnished under this Agreement prior to Final Acceptance. Such use shall not constitute acceptance of the work or any part

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thereof by the City.

Section 4 Background Information

4.1 The City of Beverly Hills

The City of Beverly Hills was incorporated in 1914 and is approximately 5.7 square miles. Located in the County of Los Angeles, the City has a residential population of 35,000; however, the City's "daytime" population increases to 250,000. It is surrounded by the City of Los Angeles to the north, south, west, and east, and bordered by West Hollywood to the north east. Parking enforcement is a critical function to ensuring overall public safety and quality of life for the City's residents and visitors.

The City operates as a general law city that provides general governmental services, planning, public works, rent stabilization, parking, and recreation services as well as police and fire services.

The City provides on-street paid parking with approximately 2,600 IPS single space meters. Parking decks along Santa Monica Blvd (AKA the Santa Monica 5) are equipped with IPS payby-space pay stations. City garages are access controlled and the majority of the facilities are attended. The City is in the process of replacing the existing parking access revenue control equipment.

Parking enforcement has fully transitioned from the Public Works Department to the Beverly Hills Police Department (BHPD) Traffic Bureau. There are up to 40 Traffic Control Officers (TCOs) assigned on a regular weekday, however, not all are assigned to parking as a primary duty. All TCOs have parking citation responsibilities regardless of their assignment (e.g., traffic control, vehicle impounding). BHPD is initiating a technology pilot and each TCO will be equipped with an Axon body camera which provides a cell phone based monitoring application. It is not anticipated that the System will integrate or interface with this technology.

TCOs major duties include:

- Issue parking citations for vehicles parked in violation of state and local laws
- Impound vehicles with unpaid parking citations and expired registrations
- Manually directing traffic, operating traffic signal controls, and placing traffic cones and barricades to direct and restrict traffic flow
- Render assistance to motorists whose vehicles are disabled
- Assist the public with information regarding street locations, points of interest, etc.
- Observe and report hazardous conditions/situations and violations of laws and ordinances
- Answer radio calls regarding vehicles parked on private property, obstructing driveways and alleys, disabled vehicles on the roadway, etc.
- Prepare written reports and keep related records as required
- Daily duties can include, but are not limited to, assist with pedestrian traffic, parking officer, new employee training, office support, and roll call

Existing parking-related hardware and software systems implemented throughout the City are noted below:

Parking-Related Systems	Technology/Service Provider	
Citation Management System, including	Conduent State & Local Solutions, Inc.	
Citation Handheld and Printer Devices		
Permit Management Solution	City of Beverly Hills City Smart (internally	
Fernit Management Solution	developed Java-based system)	
Single Space Parking Meters	IPS Group, Inc.	
Multi-Space Parking Pay Stations	IPS Group, Inc.	
Parking Access and Revenue Control Systems	SKIDATA; solicitation in process	
(PARCS)		
LPR (law enforcement only)	Vigilant Solutions, Inc.	
City Financial System	Tyler Technologies Munis	

License Plate Recognition (LPR)

The BHPD currently uses Vigilant and 3M (PIPS) LPR technology for law enforcement purposes. The BHPD has approximately seven (7) mobile LPR units installed on patrol vehicles. The City has not utilized LPR technology for parking enforcement.

Parking Citations / Citation Issuance Devices

Citation management services are contracted with Conduent State & Local Solutions, Inc. (Conduent). The contract expires December 31, 2020.

Currently TCOs uses forty-six (46) handheld devices and forty-six (46) wireless thermal (Bluetooth) printers provided by the current Contractor. The handhelds are Motorola MC9500 handheld computers with T-Mobile/AT&T Wireless Network Access. Each unit has two (2) hot swappable batteries to provide for a minimum of an eleven (11) hour shift within a 24-hour period. The City also uses Datamax O-Neil Motorola microFlash 2Te printers. Each unit had a cigarette lighter car charger adapter to provide for a minimum of an eleven (11) hour shift.

Parking citations are primarily issued via the handheld and citation information is transmitted to Conduent's eTIMS citation processing database. Manual citations are forwarded and processed by the Contractor. Conduent processes and handles administrative review, noticing, payment options, and the adjudication process for the City. In 2019, the City issued approximately 6,000 parking citations per month. Prior to COVID-19, the City was issuing approximately 9,000 citations per month in early 2020 and had forecasted approximately 8,000 citations per month throughout 2020.

Annual citation issuance and revenue are noted below:

Year	Parking Citations Issued	Manual Parking Citations Issued	Total Parking Citations Issued	Total Parking Citation Revenue
2018	91,316	878	92,194	\$5,872,355.00
2019	71,377	752	72,129	\$5,872,355.00
2020*	24,010	153	24,163	\$1,911,963.00

^{*2020} numbers are calculated from January 1, 2020 through May 31, 2020.

Permit Management

The City is preparing to transition from physical residential permits to virtual (license plate-based) parking permits within the next two (2) years. This transition will require an overhaul of the City's existing parking permit policies. The selected Contractor(s) will partner with the City and evolve with the transition to the City's parking permit program. The selected Contractor(s) must be flexible and be able to customize the permit system to the City's needs and updated policies.

The City primarily administers daytime and overnight residential parking permits. Permits are processed and managed with City Smart, a Java-based City-proprietary system that was developed by the City's IT Department. Police Department personnel provide permit support and fulfillment for customers including phone, mail, and electronic communications. The City is considering options to optimize their existing permit parking policies and to simplify processes.

Current policy requirements are included on the City website and the complex permit program includes approximately 72 permit zones with a variety of program features, not limited to:

- Preferential parking permits
 - o Daytime permit allocations per household (limit 3)
 - Permit allocation exceptions
 - o Annual renewal (expiration September 30th)
 - No proration
- Overnight parking restrictions (2:30am 5:00am)
 - Overnight permit
 - Prorations allowed
 - o Permit exemptions (limit 13 per household)
 - Call-in program

City permit program web address:

 $\underline{\text{http://www.beverlyhills.org/departments/publicworks/parkingservices/residentialparking permits and overnight parking exemptions/?NFR=1}$

Annual permit issuance is noted below:

Year	Preferential Parking Permits Issued	Overnight Parking Permits Issued
2018	12,945	3,565
2019	12,305	3,455
2020*	11,464	3,099

^{*2020} numbers are calculated from January 1, 2020 through May 31, 2020.

Section 5 Scope of Services

5.1 Project Overview

The City is procuring a comprehensive CPMS including fully integrated handheld citation issuance devices and mobile LPR technology. The City prefers a turnkey System from a single Contractor with demonstrated expertise in facilitating CPMS services with experience operating in California to supply all hardware, software, and processing services. Contractor will be responsible to ensure that the System and proposed support services are compliant with State of California regulations, including, but not limited to CVC sections associated with citation processing, noticing, appeal and adjudication processes, payment plans and residential permit requirements. The City expects the successful Proposer to provide the hardware, software, and all related services described in Section 5 and respond to the Technical Compliance Matrix (TCM) in Appendix C. The TCM is the detailed specification and for each listed item, Proposer shall indicate whether: available immediately to comply, with configuration, with custom programming, is a future release, or the product cannot meet the requirement for each feature. Appendix E includes the detailed pricing requirements.

Proposer shall provide a full time Project Manager and key personnel who will be responsible for project oversight and delivery of the System. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation, and ongoing trouble shooting of the System during its installation and ongoing operation. The Project Manager shall coordinate efforts with the City designee and any SubContractors. The Project Manager shall be available to the City at all times by telephone or video access during the course of the project and on-site within 72 hours of notification if necessary and requested, to respond to City needs, questions and or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan for the System.

The System must be integrated with several City and third-party vendor programs that also support the parking operation. Each Contractor shall provide the capability for integration using open architecture industry standards with external integration capabilities. Contractors shall address the data integration approach from the variety of resources and describe the methodology, development, and testing details including key milestones and deliverable dates. Contractors shall identify any concerns about the available data sources and suggest any innovative approaches to integrating and presenting the information via their system.

All cloud-based systems — including but not limited to the CMS, PMS, LPR System, and the Customer Portal — shall be assumed to have unlimited cloud storage to support unlimited data storage and (create, read, update) transactions.

Proposer shall include a copy of each manufacturer's written warranty statement for any software and/or hardware provided within their Proposal. Proposers shall also provide the details of all warranties that are applicable to the services provided to the City.

5.2 Parking Citation Management System

The Citation Management System (CMS) is the turnkey software solution and support provided by the Contractor to support the City with all parking citation processing functions and service features. At a high-level, the core functionality must include citation inquiry, citation entry, customer service support, payment processing, noticing, adjudication and hold processing, enforcement analytics and reporting, access to documentation and images/photos, and citation history. Users shall have specific functionality access assigned by a designated software administrator. Software must support real-time access for multiple parties and must be a web-based application requiring no software installation on personal computers (PCs).

The Contractor shall provide handheld citation issuance software to include all relevant fields including citation issuance, parking status verification (paid session/valid permit), image/photo capture, tire marking, global positioning system (GPS) capture, vehicle notice history, and citation printing.

The Contractor shall support the software at no additional cost to the City for the entirety of the contract. All software should be customizable to City specifications including violations, fines and penalties, locations, custom notes, badge numbers, etc.

Included with the citation management system is a requirement for the Contractor to provide registered owner information for all violators including California and out-of-state motor vehicle registration inquiries. Proposers shall indicate in Proposal responses the method by which registration information will be provided for California vehicles and out-of-state vehicles. Proposer shall confirm existing California DMV real-time integration. Proposers will also be responsible for sending notice of citation to registered owners based upon the City's direction regarding the frequency of notices and timeframes. The City reserves the right to change its noticing frequency and timeframes with five (5) days' notice to the Contractor, at no additional cost to the City.

5.2.1 Key Requirements

The following is a list of key requirements for the citation management system:

- 1. A comprehensive web-based software solution that integrates citation related data and is accessible to both the Contractor and the City staff.
- 2. Equipment for the issuance of citations including handheld devices.
- 3. Transfer of citation data and photos from enforcement devices to the CMS software in real-time.
- 4. Real-time access to California DMV for registered owner information and DMV registration holds and releases.
- 5. Access to out-of-state registered owner names and addresses.
- 6. Reminder notices for unpaid citations by mail including out-of-state owners.
- 7. Delinquent notification to the lessee and/or secondary owner when delinquent and following the lien process under California state law.
- 8. Process and mail "Drive Away" notices to registered owners of vehicles that drive away prior to the issuing officer attaching the citation to the vehicle. The notice

- must be mailed out to the registered owner within fifteen (15) calendar days of the citation issuance as required by the CVC.
- 9. Process citation correction notices where the issuing officer determines that there is incorrect data in the parking citation. A copy of the correction shall be mailed to the registered owner within in a timeframe specified by the City.
- 10. Mail notices to lessees or renters of cited vehicles, including loaner vehicles, when provided with proof of written lease or rental agreement as required by the CVC.
- 11. Communicate with individuals outside of the United States who were issued a parking citation by the City.
- 12. Responsibility for any and all fees associated with obtaining registered owner information.
- 13. Validate DMV vehicle makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation.
- 14. Review DMV "No Hit" list to ensure that license plate and state have been entered correctly.
- 15. Continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information on the system.
- 16. Store and track car rental agency reports of responsible billing parties; from parking citations.
- 17. Maintain the system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
- 18. File and store citations in an easily retrievable format for a minimum of five (5) years and then dispose of records in accordance with City direction.
- 19. Allow for uploading of electronic citations, in real time, allowing customers to pay citations immediately once uploaded.
- 20. Send and receive electronic data files using a scheduler function.
- 21. Allow for the authorized account users to correct dates, duplicate citations, violation codes, and fine amounts, and suspend citations.
- 22. Allow for various timelines for invoicing.
- 23. Allow for automation of invoicing, late fees, appeals, and collections with scheduler function.
- 24. Store and track previous and current owner information when transfer of vehicle ownership has occurred by clearly notating in the account with changes, not limited to the source, old address, new address, date of owner transfer, etc.
- 25. Provide online confirmation, showing the number of citations transferred and received by the Contractor.
- 26. Immediate/real-time batching of files upon transfer of citations records.
- 27. Identify duplicate citations and correct dates, duplicated citations, violation codes, and fine amounts.
- 28. Maintain and update of confidential vehicle database for exemptions authorized by the City that are linked to the parking enforcement handled units.
- 29. Maintain online communication during primary work hours when the CMS, including all sub systems, is available to the City and the public for its intended use.
- 30. Allow for updates to customer records and the ability to enter comments with audit trail.

- 31. Prepare a report at end of each Fiscal Year, in accordance with CVC Section 40200.3(b) setting forth the number of cases processed, and all financial and/or citation payments received and distribute, along with any other information that may be required by the issuing agency. This report is public record and shall be delivered to each issuing agency at the end of each fiscal year. If the City requests, the Contractor shall hire and independent auditor to prepare a report. The City shall pay the costs of the audit report upon the City's written approval on auditor's cost
- 32. Report templates developed to the City's specification that may be exported to Excel or PDF.
- 33. Real-time reporting tool for ad-hoc reports.
- 34. Technical support for Contractor's customer portal website and IVR with English and Spanish.
- 35. Email support for technical issues with Contractor's website and IVR (response within two (2) business days).
- 36. Multiple languages on the customer portal website (at least English and Spanish).
- 37. Ability to accept mail-in citation payments (lockbox) to a Beverly Hills mailing address (Contractor-managed).
- 38. Live customer service for City staff between the hours of 8:00 AM and 5:30 PM PDT/PST with emergency after-hours support 24/7.
- 39. Interactive Voice Response (IVR) system that allows for citation inquiry and payment, pre-recorded prompts to answer frequently asked questions and routing of calls to live operators.
- 40. Secondary collection efforts to include skip-tracing, mailings (including postage), DMV holds and FTB processing.
- 41. An open-source API that allows for current and future integration with third parties such as financial software, Parking Access and Revenue Control Systems (PARCS), LPR, as well as pay stations and mobile payment (to support future paid parking program).
- 42. Initial in-person training for City staff with bi-annual refresher training (no additional cost).
- 43. Quarterly in-person meetings with City staff.
- 44. Sandbox/test environment available prior to award and ongoing for pre-release testing.
- 45. Data entry of citations.
- 46. Appeal preparation to include initial processing for initial hearing reviews.
- 47. The system must be able to accommodate parking citation payment plans.

The software shall allow users to perform the following functions:

- 1. Entry form for manually issued citations.
- 2. Query for citation data by any inputted field, including, but not limited to: date, citation number, license plate number, name, location, and VIN.
- 3. Pay or dismiss citations on one or multiple plates in one transaction.
- 4. Add notes to citations and plates.
- 5. Attach documents to citation records.
- 6. Place citations on hold to suspend penalty and notice activity.
- 7. Print and email correspondence letters.

- 8. Void citations with custom City void codes.
- 9. Support for multiple vehicle owners.
- 10. View a copy of a citation and images/photos taken during citation issuance.
- 11. Assign permissions to access certain features based on user ID.
- 12. Review all user activity within the software.
- 13. Run ad-hoc real-time reports on all data fields.

5.2.2 Customer Service Center (Phone/IVR)

The duties and tasks of the Customer Service Call Center will include all parking citation related support citation support shall include, but not be limited to, the following actions:

- 1. Provide year-round customer and staff online access (except planned system maintenance and/or upgrades).
- 2. Provide a customer service support center for the City's parking citation program, at a minimum, from Monday through Friday and 8:00 AM to 5:30 PM PDT/PST, and subject to modification. Staff must be well trained, professional, and courteous customer service personnel equipped to handle clerical, customer service, supervisory, and managerial tasks in compliance with the approved operations and quality assurance plan. Callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than two (2) minutes. Contractor will provide a toll-free number to be used exclusively for citation support with live operators to assist customers.
- 3. Staff and/or reroute calls in the event the connection to the computer network is disrupted.
- 4. Collaborate with the City in establishing business processing rules.
- 5. Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, process payment, establish payment plans, identify time frames, and any other pertinent information to contest a citation by mail or in-person.
- 6. Provide the City with a toll-free telephone line that accepts global payments by Interactive Voice Response (IVR) 24 hours a day, 7 days a week; must be Payment Card Industry (PCI) compliant and the payment processor must be able to produce an Attestation of Compliance certificate initially upon contract execution and annually thereafter.
- 7. The IVR system must recognize user inputs by touch tones and speech; include language support options to accept payments and provide information.
- 8. The IVR system shall offer the caller the option of a live CSR during operating hours and the CSR option must be provided early in the phone script and not at the end.

- 9. Respond to correspondence via paper or electronic email and calls in all other languages, as agreed to, through a language interpretation service on an as-needed basis.
- 10. Provide live interpreters for Spanish, Farsi, Chinese, and Korean for telephone calls and guarantee a turnaround time of no less than twenty-four (24) hours for correspondence.
- 11. Monitor and record calls for quality assurance for a term designated by the City subject to the same terms for English or Spanish speaking customers.
- 12. Operate a customized Interactive Voice Response (IVR) System in English and Spanish to accept payments and provide information. The interactive system must provide real-time information on each citation, including issue date, delinquent date, amount owed, and open citations by license plate number. The IVR system shall offer the caller the option of transferring directly to a live customer service representative during normal business hours.
- 13. Monitor the call acceptance rate, call completion rate, and longest and shortest call wait time. An incomplete telephone call is defined as a call terminated after 30 seconds have elapsed from the time an individual's call is received in the Contractor's system.
- 14. Run ad-hoc reports on all data fields.

The Contractor shall be expected to provide a call center for technical support of the Contractor's website and IVR. The calls must be accepted between the hours of 8:00 AM and 5:30 PM, PDT/PST (to match City of Beverly Hills' customer service center hours), Monday through Friday, excluding City holidays. The Contractor shall also provide email support to customers for technical issues regarding the Contractor's citation website and IVR. Emails shall be answered within one business day.

Complaints made by end customers regarding service received by the Contractor must be logged and reported to the City within 24 hours.

5.2.3 Adjudication

The Contractor shall coordinate the citation adjudication process following prescribed timelines and processes for persons contesting parking citations in accordance with the laws of the State of California.

- 1. Suspend action while appeals are under investigation.
- 2. Record data and comments for historical background and attach to citation.
- 3. Manage supporting evidence submitted by customers in support of their appeals.
- 4. Sort citations by type of violation and/or defense.
- 5. Record case decisions.
- 6. Generate decision letters and use customizable liability reason codes.

5.2.4 Secondary Collections

In an effort to maximize collections and ensure compliance, Proposers will be expected to provide collection effort to include citations specified by the City, but currently delinquent citations over sixty (60) days old. Collection efforts should include, at a minimum:

- Two (2) collection notices for all citations
- DMV holds for California registered owners
- Franchise Tax Board (FTB) collections for California residents
- Skip-tracing
- Outbound phone calls

Citations in collection status may be billed as an additional percentage of revenue collected during this `process.

5.2.5 DMV Registration Holds / Releases

- 1. Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City.
- 2. Notify DMV of any change in the bail amount of citations on hold.
- 3. Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time.
- 4. Accept electronic file from DMV VPN (registered owner information) and DMV payments files.
- 5. Release registration holds daily upon City's request.

5.2.6 FTB Intercept Program

- 1. Generate mail notifications prior to file submission adhering to the FTB guidelines.
- 2. Process FTB annual intercept program.
- 3. Provide timely modification/notification to the intercept program if the amount to be intercepted has changed.
- 4. Properly and thoroughly identify the individuals to be intercepted via FTB program.
- 5. Process timely refunds in the event of overpayment and/or misidentification.

5.2.7 Customer Portal / Website

The City desires a customer-friendly, easily updated parking web/mobile portal (customer portal) to provide access to parking citation information, adjudication, and permit processes (described in the permit section). The customer portal shall be "private label," designed to meet the City of Beverly Hills branding and marketing standards and built in a manner consistent with the look and feel of the City's existing website.

All content for the customer portal including, but not limited to, text, graphics, images, and maps will be the responsibility of the Contractor to develop. City staff will review and approve all proposed data content prior to public release.

The customer portal must be developed by the Contractor and allow customers the option to create an account that will supply access to all relevant citation and adjudication requests. The customer portal shall be fully integrated with the CMS.

The customer portal will be managed by the Contractor. The City expects that the customer portal will be updated with new information as required, such as changes to parking rules or citation fees. The City will forward website traffic to the Contractor-hosted customer portal using forward URL links on the City's website, and the Contractor's customer portal shall include links to send users back to the City of Beverly Hills' website.

The Contractor must create a guide on how to pay a citation, request a payment plan, or contest a citation which must be available on the customer portal. The Contractor must provide a call center for technical support for the customer portal. The calls must be accepted between the hours of 8:00 AM and 5:30 PM, PDT/PST, Monday through Friday, excluding City holidays.

The Contractor shall also provide email support to customers for technical issues regarding the customer portal. Emails shall be answered within twenty-four (24) hours. Complaints made by customers regarding service received by the contractor must be logged and reported to the City weekly.

The customer portal must be accessible on multiple browser platforms, including MS Edge, Google Chrome, Safari, and Firefox. The portal experience for the user shall provide device detection and content displayed according to device type, including desktop computers, laptops, mobile devices, and tablets. The Contractor must be PCI compliant.

In support of the CMS, the portal shall be a comprehensive management tool for customers and shall allow users to perform, at a minimum, the following functions:

- 1. Account creation tying together citation, adjudication, and payment data.
- 2. Ability for customer and City staff to merge accounts once identified as the same individual.
- 3. Ability to unmerge accounts as needed.
- 4. Inquiry by license plate, citation number, and account number.
- 5. Hide customer's name and address when an inquiry is performed. Only verified account holders shall have access to name and address information.
- 6. Process payment of citation by credit card and debit card. City shall determine whether a convenience fee is to be charged to customers.
- 7. View a copy of citation, related photos, and citation notes.
- 8. Request an online, in-person, or by mail administrative review of a citation. (CVC 40215)
- 9. Request an online, in-person, or by mail administrative hearing of a citation. (CVC 40215)
- 10. Request a payment plan and upload supporting documentation. (CVC 40220)

5.2.8 Payment Processing

The City requires the CMS to adhere to payment handling standards including, but not limited to, receiving payments, tracking payments, issuing refunds, providing detailed receipts, entering back-dated payments, and allowing for batch processing (as defined in previous section).

5.3 Citation Issuance Devices and Related Software

The City is seeking parking citation issuance devices that represent the current state of mobile wireless device technology and data management/analysis. The City is seeking a comprehensive integrated System. The Contractor will provide at least fifty (50) handheld devices and fifty (50) printers for citation issuance. The Contractor shall be required to support all software, communication plans, and hardware for the term of the agreement.

Proposer should include at least two (2) citation issuance device options for consideration by the City:

- 1. A handheld device with a separate printer.
- 2. An "all-in-one" or "single-piece" handheld device where the printer and handheld are attached.

All proposed equipment must be inclusive of the protective infrastructure to ruggedize and protect equipment from TCO working conditions and outdoor elements.

The following fields, at a minimum, must be captured during citation issuance by Contractor's enforcement software:

- Citation number
- License plate
- State
- VIN or last four digits of VIN
- Violation code and description (up to three)
- Location of violation, including program zone
- Issue date
- Issue time
- Officer ID
- Officer signature
- Notes to print on citation
- Officer notes, not visible to the public
- Fine and penalty schedules
- Appeal and payment instructions
- Electronic marking
- Photos, videos, and audio
- Ability to support pay-by-plate, pay-by-space, permit status, and mobile payment

The handheld citation issuance device software shall:

- 1. Provide a user-friendly interface for ease of use and durability.
- 2. Require a password/security sign to prevent unauthorized use.
- 3. Allow the user to view and void any citation written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation.
- 4. Support the reprinting of an issued citation, this reprinted citation must contain the same time as the original citation not simply the time it was reprinted.
- 5. Produce a voided ticket audit trail.

- 6. Automatically transfer and upload citation issued by the handheld computer.
- 7. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.).
- 8. Upon entering a license plate during citation entry, automatically search the customer name, vehicle, and scofflaw request file for a match. If a match is found, automatically enter data into the proper fields. If a match is found in the scofflaw request file, the system should display the number of citations in the last 90 days.
- 9. Support monitoring of vehicles in a fixed time limit zone.
- 10. Timestamp transactions by the systems internal clock.
- 11. Support the issuance and tracking of warnings as well as actual citations including issuance history by license plate.
- 12. Support standard location codes and descriptions, location comments, and block numbers. Locations shall also be manually generated when necessary.
- 13. Able to report issues in the field real time reporting of malfunctioning.

Proposals shall describe:

- The hardware and software solution(s) including the communications configuration, to include description of how the handheld(s) operates in offline mode.
- The speed and accessibility of technical support. Support shall include the ability to submit/view/track/edit work orders online.
- The proposed training plan for City staff.
- The handheld(s) warranty and equipment replacement/repair program that will be provided to the City for software and hardware support.

5.3.1 City Staff Support

Contractor shall be required to offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:30 PM PST, Monday – Friday, except for City holidays. This live customer support must include System Software issues, System Hardware issues, feature-related questions, and reporting. An after-hours emergency support line must be available 24/7.

Proposer responses shall include a brief outline of customer service options available to the City, along with typical response times for equipment repair, bug resolution, training, and reporting requests.

5.4 Permit Management System

The Permit Management System (PMS) is the software and support solution that shall supply the City and Contractor with joint access to all parking permit processing functions. Such functions are outlined below. The core functionality must include the option to inquire by permit number, license plate number, account number, permit holder name, permit type, and location, at a minimum.

Additional functionality shall include the support of waitlists by permit type and location, and the ability to process payments and manage all permit types, amounts, exemptions, and locations. Users should have specific functionality access assigned by a designated software administrator. Software shall support real-time access for multiple parties and shall be a web-based application requiring no software installation on personal computers (PCs). Software shall limit permit eligibility by the user-type and/or address.

The PMS must validate documents to establish that a customer is eligible to purchase a permit. Residents must provide a current Driver's License or photo ID and proof of residency (utility bill, lease, tax bill, closing escrow with signatures, or deed of trust) in a Preferential Parking Permit zone to be approved to purchase permits.

The City currently operates with physical permits (universal placard with placeable decals for the Preferential Parking Permit zone) but is considering transitioning to virtual parking permits tied to license plate numbers within the next two (2) years. Therefore, Contractors shall fully support both physical and virtual parking permit programs.

The PMS must be integrated with the entire System. Integration means that, when City/Contractor software users search for a citation, they should have access to permit information for the same license plate or name. Likewise, when a customer logs into their account, they can search for a permit and should have access to citations issued to the same license plate and/or name. The PMS shall support the ability to prevent permit processing/issuance when a customer has citation amounts due to the City.

The Project Manager will develop, in consultation with the City, a detailed implementation and project plan for the Permit Management System.

5.4.1 PMS Key Requirements

The following is a list of key requirements for the PMS:

- 1. Permit renewal notices automatically by mail and email.
- 2. Permit renewal notices by batch or individually.
- 3. Generate unique permit numbers.
- 4. Ability to add additional permit types, as necessary.
- 5. Ability to create/modify/delete permit zones.
- 6. Display all permits issued geographically on a map.
- 7. Evolve with changes in the City's parking permit program. Proposer's permit management program should allow for the removal and addition of various parking permit zones, allow residents in preferential parking permit zones to request guest permits online, and allow for other parking permit iterations as may be requested and approved by City Council.

- 8. Technical support for response within twenty-four (24) hours by email and phone.
- 9. System support for both physical and virtual permits.
- 10. Permit stock as an option to be supplied by the Contractor.
- 11. Initial in-person training for City staff with bi-annual refresher training (no separate cost).
- 12. Sandbox/test environment available prior to award and ongoing for pre-release testing.
- 13. The system database and physical system security must be maintained in such a way as to provide complete confidentiality and protection from unwanted access.

5.4.2 PMS Software Specifications

The Parking Permit Management System software shall allow users to perform the following functions:

- 1. Create new permit holder accounts.
- 2. Correct, autofill, and standardize address entries.
- 3. Validate permit program eligibility based upon supporting documentation.
- 4. Approve or deny parking permit applications based on geographical location (address validation) of requested permit or other City-determined factors.
- 5. Support rolling expiration dates (e.g. daily, weekly, monthly, annually).
- 6. Support varying exception permit processes and quantity limitations by a designated time period for both daytime and overnight permits.
- 7. Restrict or allow multiple permit purchases for the same plate number depending on City rules.
- 8. Add customers to multiple waitlists and view waitlist positions.
- 9. Accept payment for a waitlist position and later apply that payment to the permit.
- 10. View permit applications and documents attached to permit applications.
- 11. Enter new permits/approve permit requests.
- 12. Process payment for permits.
- 13. Ability to refund a permit.
- 14. Ability to cancel a permit.
- 15. Process multiple permit purchases in one transaction.
- 16. Retain inactivate permit and account information.
- 17. Query by name, account number, permit type, permit number, license plate number, and address.
- 18. Add notes to permit accounts.
- 19. Editing of any permit field (based upon user-assigned privileges).
- 20. Print temporary permits.
- 21. Print and email correspondence letters to permit holders.
- 22. Assign permissions to access certain features based on user ID.
- 23. Review all user activity within the software.
- 24. Run ad-hoc reports on all data fields.
- 25. Provide report creating tools with various criteria selections; must be able to export from queries to shapefiles, csv, xml, and xlsx formats.
- 26. Provide a variable rate fee structure based on parking permit type including prorations as approved by City Council.

a. Ability to institute a tiered rate structure for permits, whereby, e.g., the 1st permit is \$XX, 2nd is \$XX +\$10, 3rd is \$XX+\$30, etc., with prorated pricing if purchased at different times of the year; and ability to institute a different tiered rate structure for different permits.

As described in the Background section, the City is considering options to optimize their existing permit policies and the selected Contractor must be adaptable and work with the City to develop the applicable permits. Proposer shall describe how the proposed PMS will support the City's current preferential parking permit exemptions.

5.4.3 Permit Fulfillment

Contractor shall provide turnkey permit support services including, but not limited to, customer support, permit fulfillment, permit application review within 48 hours of submission. For physical permit fulfillment, permits must be mailed within 48 hours of purchase using First-class mail. The following is a list of key requirements for the permit fulfillment:

- 1. Processing and fulfillment of permits.
- 2. Payment processing, including the ability to accept mail-in permit payments (lockbox) to a Beverly Hills mailing address (Contractor-managed).
- 3. Contractor review of permit application and supporting documentation within 48 hours of application.
- 4. Physical permits mailed within 48 hours of purchase.

5.4.4 Customer Service Center (Phone/IVR)

The duties and tasks of the Customer Service Call Center would include both parking citation and permit support (described in the Citation section) and shall support the following actions:

- 1. Provide year-round customer and staff online access (except planned system maintenance and/or upgrades).
- 2. Provide a customer service support center for the City's parking citation program, at a minimum, from Monday through Friday and 9:00 AM to 9:00 PM PDT/PST, and subject to modification. Staff must be well trained, professional, and courteous customer service personnel equipped to handle clerical, customer service, supervisory, and managerial tasks in compliance with the approved operations and quality assurance plan. Callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than two (2) minutes. Contractor will provide a toll-free number to be used exclusively for permit applications with live operators to assist applicants during the permit registration process.
- 3. Staff and/or reroute calls in the event the connection to the computer network is disrupted.
- 4. Collaborate with the City in establishing business processing rules.

- 5. Provide staff to respond to telephone inquiries regarding how to apply for a permit, request an exemption, explain permit regulations, and any other pertinent information relating to parking permits.
- 6. Provide the City with a toll-free telephone line that accepts global payments by Interactive Voice Response (IVR) 24 hours a day, 7 days a week; must be Payment Card Industry (PCI) compliant and the payment processor must be able to produce an Attestation of Compliance certificate initially upon contract execution and annually thereafter.
- 7. The IVR system must recognize user inputs by touch tones and speech; include language support options to accept payments and provide information.
- 8. The IVR system shall offer the caller the option of a live CSR during operating hours and the CSR option must be provided early in the phone script and not at the end.
- 9. Provide live interpreters for Spanish, Farsi Chinese, and Korean for telephone calls and guarantee a turnaround time of no less than twenty-four (24) hours for correspondence.
- 10. Monitor and record calls for quality assurance for a term designated by the City subject to the same terms for English or Spanish speaking customers.
- 11. Operate a customized Interactive Voice Response (IVR) System in English and Spanish to accept payments and provide information. The interactive system must provide real-time information on each citation, including issue date, delinquent date, amount owed, and open citations by license plate number. The IVR system shall offer the caller the option of transferring directly to a live customer service representative during normal business hours.
- 12. Monitor the call acceptance rate, call completion rate, and longest and shortest call wait time. An incomplete telephone call is defined as a call terminated after 30 seconds have elapsed from the time an individual's call is received in the Contractor's system.
- 13. Run ad-hoc reports on all data fields.

The Contractor shall be expected to provide a call center for technical support of the Contractor's website and IVR. The calls must be accepted between the hours of 9:00 AM and 9:00 PM, PDT/PST, Monday through Friday, excluding City holidays. The Contractor shall also provide email support to customers for technical issues regarding the Contractor's citation website and IVR. Emails shall be answered within one business day.

Complaints made by end customers regarding service received by the Contractor must be logged and reported to the City within 24 hours.

5.4.5 Customer Portal / Website

The City desires a customer-friendly, easily updated parking web/mobile portal (customer portal) to provide access to parking citation information, adjudication, and permit processes (described in the citation section). The customer portal shall be "private label," designed to meet the City of Beverly Hills branding and marketing standards and built in a manner consistent with the look and feel of the City's existing website.

All content for the customer portal including, but not limited to, text, graphics, images, and maps will be the responsibility of the Contractor to develop. City staff will review and approve all proposed data content prior to public release.

The customer portal must be developed by the Contractor and allow customers the option to create an account that will supply access to all relevant citation and adjudication requests. The customer portal shall be fully integrated with the PMS.

The customer portal will be managed by the Contractor. The City expects that the customer portal will be updated with new information as required, such as changes to parking rules, permit types or permit fees. The City will forward website traffic to the Contractor-hosted customer portal using forward URL links on the City's website, and the Contractor's customer portal shall include links to send users back to the City of Beverly Hills' website.

The Contractor must create a guide on how to purchase permits, request an exception or request placement on a waitlist which must be available on the customer portal. The Contractor may provide a call center option for technical support for the customer portal (similar services are currently provided by the City). The calls would be accepted between the hours of 9:00 AM and 9:00 PM, PDT/PST, Monday through Friday, excluding City holidays. If Contractor provided, callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than two (2) minutes. And provide a toll-free number to be used exclusively for permit applications with live operators to assist applicants during the permit registration process.

The Contractor shall provide email support to customers for technical issues regarding the customer portal. Emails shall be answered within twenty-four (24) hours. Complaints made by customers regarding service received by the contractor must be logged and reported to the City weekly.

The customer portal must be accessible on multiple browser platforms, including MS Edge, Google Chrome, Safari, and Firefox. The portal experience for the user shall provide device detection and content displayed according to device type, including desktop computers, laptops, mobile devices, and tablets. The Contractor must be PCI compliant.

In support of the PMS, the portal shall be a comprehensive management tool for customers and shall allow users to perform, at a minimum, the following functions:

- 1. Account creation tying together permit and payment data.
- 2. Ability for customer and City staff to merge accounts once identified as the same individual.
- 3. Ability to unmerge accounts as needed.
- 4. Process payment of permit by credit card and debit card. City shall determine whether a convenience fee is to be charged to customers.
- 5. Request a permit or guest permit with supporting documentation.
- 6. Individual dwelling units within the same address number shall be able to have different eligibility status.

- 7. Allow partially completed online permit applications to be saved and completed at another time by the applicant or City staff.
- 8. Provide customers with email or text messages regarding the approval or status of their permit.
- 9. Request placement on a permit waitlist.
- 10. Remove from waitlist.
- 11. Process payment for a waitlist position.
- 12. View status of permit requests and position on waitlist.
- 13. Renew an existing permit.
- 14. Cancel a permit.
- 15. Email receipts for permits issued online.
- 16. Allow customer to update permit information (e.g., license plate number, make, model, color, and address for certain permit types as defined by the City).
- 17. Allow management of multiple permits under a single account.
- 18. Restrict individual permit issuance to addresses/users within City defined group management accounts.
- 19. Integration with the selected CMS to prevent account holders with open citations from purchasing permits.

5.5 Mobile License Plate Recognition Technology

The Mobile License Plate Recognition (LPR) System will provide the City with real-time license-plate based monitoring of time limits, scofflaw, permit status, pay-by-plate parking sessions, mobile payment, boot/tow lists, and any white list databases provided by California Law Enforcement Telecommunication System (CLETS). The Mobile LPR System shall be fully integrated with the CMS and PMS. The Mobile LPR system shall be capable of sharing data with the designated enforcement device(s) or handheld(s). This includes the ability to transfer the LPR captured citation data including license plate information, citation images, time stamps, and GPS locations to the parking citation issuance device(s).

The mobile LPR system must be fully compliant with Criminal Justice Information Services (CJIS) security policies to enable secure connections with BHPD's computer-aided dispatch (CAD) system (currently New World), and any other law enforcement connection.

The LPR Systems shall be compatible to be installed on City vehicles. The City anticipates installation on a Ford C-Maxs. TCOs currently drive Chevy Colorado Extended Cab Trucks. The City may elect to install on an alternate type of City vehicle.

The LPR System shall be have the capability to provide digital tire chalking for time limit monitoring. This includes the ability to monitor time limit violations by parking space, by defined zone or defined distance (e.g., a car must relocate at least 150 feet from the original parking location).

The LPR System shall have the ability to connect with and share data between all Contractor LPR units, in real-time, to maintain continuous operation and support of the same enforcement duties using multiple LPRs (e.g., LPR Unit #1 captures initial time limits on Street X; LPR Unit #2 shall have the ability to enforce Street X time limits that were captured by Unit #1).

The LPR System shall have the ability to integrate with a third-party application and/or web-based system broadcasting real-time parking availability to customers.

The City intends to initially purchase four (4) LPR systems. Subject to need and funding, the City may purchase additional units throughout the duration of the contract. Proposers shall provide tiered pricing for LPR systems as directed in the Pricing Workbook (Appendix E).

The Contractor shall provide the following:

- 1. Mobile LPR systems shall have the ability to be programmed for daily data occupancy counts.
- 2. Keyboard including programmable hot-keys capable of executing preprogrammed keystrokes.
- 3. Ability to create routing plans and geofencing capabilities for zone-based enforcement.
- 4. Include integrated assisted GPS module.
- 5. Function alongside other applications.
- 6. A cloud-based server shall be managed by the Contractor and must include the following features:

- a. Ability to define authorized access points for different user levels (e.g., TCOs vs. Administrator);
- b. Ability for users to generate productivity reports;
- c. Ability for users to generate hit location, date, and time reports;
- d. Audit trails of user activity;
- e. Ability to collect, format, and report daily occupancy by routes(s) and location(s);
- f. Ability to identify license plate read accuracy;
- g. Ability to report trends in license plate number captures over time (e.g., what percent of plates are observed once per week versus five (5) times per week);
- h. Ability to integrate and create custom databases (e.g., vehicles of interest); and
- i. Adhere to the protocols dictated by The Department of Justice Cyber Security Program.

The Proposer shall describe:

- The hardware and software solution including the communications configuration identifying how the LPR operates within dead communication areas.
- What "real-time" means for their system.
- How the system will handle power lapses.
- The service features provided by the system including monitoring time limits and supporting no reparking zones.
- The daily occupancy data collection processes, including how to generate reports.
- The reporting capabilities regarding license plate number capture trends.
- The speed and accessibility of technical support including the available ongoing customer support services provided to the City.
- The proposed training plan for City staff.
- The LPR maintenance services and warranty program that will be provided to the City for software and hardware support.
- Project plan timetable required to install and integrate the LPR system on the City specified vehicles.
- Provide description of how the system will identify and capture license plates with vertical and horizontal letters and images.
- Provide a solution for capturing non-reflective plates, California paper license plates, and specialty plates.
- Provide a solution for the manual capture feature, including best practices and procedures to support timed parking.
- Additionally, Contractors shall submit a sample of the available reports, including occupancy data collection and license plate number capture trends.

5.5.1 Mobile LPR Hardware, Software, and Services Specifications

The Contractor shall provide hardware, software, and services for implementation of a mobile LPR system for parking enforcement support in Beverly Hills, including:

1. Purchase of at least four (4) complete LPR Systems that include the camera equipment, in-vehicle laptops or tablets (including mounting equipment for City vehicles), communications equipment including GPS technology, any software

- necessary to support the requested services, all associated mounting hardware, cables, installation, and training.
- 2. Deployment, configuration, and management of one (1) cloud-based server.
- 3. Application wireless communication, GPS, and mapping capabilities.
- 4. Purchase of central LPR software system.
- 5. Real-time integration with the City's law enforcement LPR system (provided by Vigilant and 3M), citation processing system, scofflaw database, parking status (paid/valid permit), and parking technology solutions that may include mobile payment, single- and multi-space paid parking technology, any future fixed-mount LPR system(s) utilized with PARCS equipment, and a virtual permit management system.
- 6. Desk support services.
- 7. Provide training and operational manuals to City staff.
- 8. Provide on-site testing of LPR demonstrating the system's ability to read and store the license plate information with a minimum of 98% read accuracy including all fifty (50) states and the District of Columbia.
- 9. Provide on-site wireless communication signal strength tests in multiple locations through the City demonstrating network capabilities. Identify provided technology to address communication dead spots.
- 10. The installed LPR system shall be capable of capturing license plates in various parking space on- and off-street configurations that include, but are not limited to, parallel, perpendicular, and angled spaces within garage interiors, parking lots and on street locations.
- 11. Explain the LPR GPS capabilities and accuracy to demonstrate the system's ability to accurately enforce no reparking ordinances at multiple distances and time limits from 15 minute time zones to 72 hour extended violations.

Section 6 Proposal Evaluation

6.1 Evaluation Procedures

Proposals will be evaluated by an Evaluation Committee selected by City officials. The Evaluation Committee will consider the completeness of a Proposal and how well the Proposal meets the needs of the City. Evaluations will be based on criteria as outlined in Section 6.2 (Scoring and Evaluation Factors). All Proposals will be evaluated using the same criteria and possible points.

6.2 Scoring and Evaluation Factors

The evaluation factors reflect the totality of considerations represented in the requested Proposal responses. While cost is important, other factors are also significant and the City may not select the lowest Cost Proposal. The objective is to choose the Proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

All viable Proposals will be evaluated using the same criteria and possible points. Evaluations will be based on the criteria listed below, which correspond to information requested in various sections of the Proposal:

- 1. Proposer history and experience
- 2. System functionality
- 3. Implementation approach
- 4. Customer support
- 5. Strength of references
- 6. Cost

6.3 Presentations, Committee Interviews, and/or Additional Information Review

After the Proposals are evaluated, the Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee.

Upon invitation, Proposers will receive detailed presentation instructions including a demonstration agenda. Proposers will demonstrate the features of each System and should be prepared to review the application business functionality, technical architecture, and customer service functions. At least one representative for each System and the primary project manager must be present for the interview and demonstration. A PowerPoint presentation is recommended along with a hands-on demonstration of the proposed System. There is no compensation provided for any part of this solicitation process, including participation in presentations.

The City may:

- 7. Contact officials from other jurisdictions regarding the proposing party, their prior work experience, and their ability to successfully complete the scope of services.
- 8. Conduct site visits to verify system operations and garner additional information regarding the proposing party and the proposed systems.
- 9. Request clarification or additional information from a proposing party to assist in the evaluation process.
- 10. Require changes in the scope of services as deemed necessary by the City before Agreement execution.

6.4 Final Selection

The Evaluation Committee will formulate its recommendation for award of the Agreement and forward its selection to the appropriate parties for approval.

6.5 Contract Award and Execution

The City of Beverly Hills reserves the right to enter into an Agreement without further discussion of the submitted Proposal. Therefore, the Proposal should be initially submitted on the most favorable terms the proposing party can offer. The City's proposed Contract is provided in Appendix A. Please review the Contract prior to submitting a Proposal. In addition, the Proposer must include proposed exhibits to Appendix A as indicated. The City of Beverly Hills intends to use this Contract as the baseline agreement with the successful party.

The foregoing should not be interpreted to prohibit either party from proposing additional Agreement terms and conditions during the negotiation of the final Agreement.

The RFP document and the successful party's Proposal response, as amended by agreement between the City of Beverly Hills and the successful party, may become part of the Agreement documents. Additionally, the City of Beverly Hills may verify the successful party's representations that appear in the Proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from competition or in Agreement cancellation or termination.

The City of Beverly Hills shall not be bound, or in any way obligated, until both parties have executed an Agreement. The proposing party may not incur any chargeable costs prior to final Agreement execution.

Section 7 Proposal Response Format

This section describes the format that Proposers *must* use to respond to the RFP. <u>Failure to follow the format requested in this section, or failure to use the provided forms, could result in a Proposal being rejected.</u>

Several parts of the RFP require the use of Proposal Response Forms, which are located in Appendix D, attached hereto, and incorporated herein by this reference and Appendix E. The Proposer must use the Proposal Response Forms when indicated and include in the appropriate section. **Unless otherwise instructed, do not retype or alter these forms.**

In addition to the Proposal Response Forms, Proposers must complete the Technical Compliance Matrix located in Appendix C.

7.1 Proposal Format

The City expects each Proposal to be divided into twelve (12) clearly marked and identified sections. The Proposer's Proposal *must* follow the format prescribed below and address all requirements identified in this RFP. The objective of the prescribed format is to facilitate the review of all Proposals. <u>Failure to complete and furnish all information requested in the specified form and format may result in the rejection of the Proposal.</u>

The following table describes each section. Label each section as described in the table. The paragraphs following the table explain the detail requested for each section and are referenced accordingly in the table. Proposal numbers should correspond to question numbers in the detailed requests for information.

The City realizes that the Proposer's Proposal may contain the same information in different sections. When information is requested multiple times, please copy the information into each pertinent section so that the Evaluation Committee can evaluate each section individually. Responses that reference standard documentation are not sufficient and will be considered non-compliant.

Detailed Cost Proposal forms are included in Appendix E. Proposers must submit Appendix E using the form provide via Planet Bid. Instructions for the Cost Proposal format are identified in Section 7.12.

Proposal Format Overview					
Proposal Section	Description	RFP Reference			
1	a. <u>Table of Contents</u>b. <u>Formal Transmittal Letter</u>c. <u>Executive Summary</u>	2.6			
2	Proposer Format	7.1			
	Proposer General Information	7.2			
3	Project Approach including Schedule, Implementation, & Transition	7.3			
4	Proposer References	7.4			
5	Software, System Administration and Security	7.5			
6	Citation Management System	7.6			
7	Citation Issuance Devices/Printers	7.7			
8	Permit Management System	7.8			
9	Mobile License Plate Recognition Technology	7.9			
10	System Acceptance, Testing & Training	7.10			
11	Warranty, Maintenance and Customer Support	7.11			
12	Cost Proposal	7.12			

7.2 Proposal Section 2: Proposer General Information

The information in this section provides basic Contractor information.

- 1. Identify the Prime Contractor and all SubContractors.
- 2. For each Proposer and its SubContractor(s), fill out and include the Contractor/SubContractor Information Form (Appendix D Form A).
- 3. If a SubContractor(s) is proposed, provide a brief history on previous work completed together by the Proposer and SubContractor(s). Include the following for each project

in which the Proposer and SubContractor(s) have worked together:

- i. Agency
- ii. Project date
- iii. Systems installed
- iv. Responsibilities of each party
- 4. If the Proposer and SubContractor(s) have not previously worked together, then the Proposer should indicate as such.
- 5. If the Proposer is a corporation, formal proof of the authority of the officer signing the Proposal to bind the corporation should be submitted with the Proposal.
- 6. For the prime Contractor, fill out and include the Contractor Financial Qualifications Form (Appendix D Form B).
- 7. Provide a copy of the prime Contractor company's latest audited financial statements
- 8. If the Proposer has had an Agreement terminated for default during the past three (3) years, this fact should be disclosed along with the Proposer's position on the matter(s). If the Proposer has experienced no such terminations for default in the past, then the Proposer should indicate as such.
- 9. The successful Proposer will be required to sign an Agreement for this engagement with the City of Beverly Hills. The City's Agreement as presented in Appendix A will act as the Agreement for this System. Unless exceptions to the City's Agreement language are noted here, the Proposer is presumed to have accepted the Agreement in Appendix A. List any section number(s) to which the Proposer is taking exceptions, and describe the exception taken. Include suggested wording for any exception taken. In addition, the Proposer must include proposed exhibits to Appendix A as indicated.
- 10. Provide a copy of any Software Subscription or License Agreement (if required) and any additional agreements, e.g. Maintenance and Technical Support Agreements, your company requires to implement your proposed System.
- 11. Submit a statement or show ability to carry the insurance specified in Appendix B or note current or proposed coverage per <u>Section 3.20</u> (Insurance) and specify any deficiencies.

12. Provide information about:

i. The Proposer's experience in a comprehensive parking citation and permit

- management system with integrated citation issuance devices and mobile license plate recognition technology
- ii. The company's history
- iii. Demonstrated five (5) years of experience with each system providing examples of operations within the State of California
- iv. The company's strategic System plan

7.3 Proposal Section 3: Proposer Project Approach

Contractor must begin CMS transition on December 1, 2020 with live operation, including citation issuance devices, beginning January 1, 2021. Mobile LPR installation is targeted to begin by the end of Q1 2021. PMS transition must be completed in time to support the permit renewal process beginning in August 2021.

- 1. Proposer shall describe their project approach for the proposed services including an implementation strategy, staffing plan and how the City and community will be supported to ensure a seamless transition to the proposed System. Project approach shall include lessons learned from other similar projects and implementation processes.
 - i. Describe the Proposer's approach to the project management services it will provide.
 - ii. Indicate the problem identification, tracking and resolution techniques that the Contractor will use.
- 2. Staffing plan must identify the resources that will support the City through the implementation and ongoing operation.
 - i. Provide an organizational chart, specifying precisely the primary personnel involved in the project.
 - ii. Identify a project manager who will be the primary point of contact for the duration of the project through implementation and ongoing operations.
 - iii. Provide resumes for the proposed personnel, including information on their public safety industry experience and their experience in implementing the proposed solution.
 - iv. What is the estimated percentage of time the personnel will be working on this project? Provide estimates for specific personnel proposed.Explain Contractor hiring processes to ensure DMV security requirements.
- 3. Proposer shall include a proposed work schedule to indicate duration and completion dates along with any project milestones and/or deliverables needed to implement the solution in Beverly Hills. Identify assumptions included in the work schedule and

identify any potential risks that could delay the project.

7.4 Proposal Section 4: Proposer References

Each Contractor (Contractor and SubContractor) must complete and include the Reference Form (Appendix D – Form C).

Each reference provided should be for a configuration similar to that requested by the City (e.g., agency size, population served and scope of services).

Proposer must provide a minimum of five (5) U.S. municipal references with at least two (2) references for Systems installed within the last three (3) years in California.

Each reference must have been operational for at least one (1) year.

7.5 Proposal Section 5: System Administration and Security

- 1. Provide a diagram of the proposed System design.
- 2. Define the technology, including hardware and software to be provided to the City for each requested System.
- 3. The System must be integrated with several City and third-party vendor programs that also support the parking operation. Each Contractor shall provide the capability for integration using open architecture industry standards with external integration capabilities. Proposers shall address the data integration approach from the variety of resources and describe the methodology, development, and testing details including key milestones and deliverable dates. Proposers shall identify any concerns about the available data sources and suggest any innovative approaches to integrating and presenting the information via their system.
- 4. Describe System administration processes and protocols, including data management, oversight, access and back up.
- 5. Explain System security including payment processing security features.
 - i. Describe the responsibilities of Contractor and City in maintaining compliance with Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standard (PA DSS).
 - ii. Submit your most recent PA DSS Report of Validation to which the proposed CPMS is certified.

7.6 Proposal Section 6: Citation Management System

- 1. Provide an overview of the Citation Management System.
- 2. Provide a detailed explanation supporting the CMS transition process, specifically addressing citation collections, FTB and DMV holds, citation mailings (including

postage), lockbox functions and call center support for citation issued prior to new launch date.

- i. Outline requirements for obtaining test data and completion of data conversion of all parking citation and adjudication records from the existing Contractor along with associated timelines for testing and conversion.
- ii. Contractor shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Contractor shall work with the City to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:
 - Data to be migrated
 - Data elements needed for migration
 - Identification of gaps and transformations to meet business rules and policies based on the "as is" and "to be" processes.
 - Identification of interface requirements and potential impacts
- ii. Explain experience transitioning similar programs and identify risks and/or concerns with the proposed process.
- 3. Proposer shall explain the method by which registration information will be provided for California vehicles and out-of-state vehicles and confirm real-time integration with California DMV and explain existing processes for holds and releases.
- 4. Explain how the City can accept and process citation payments within the CMS if a payment (cash, check, or credit card) is received at a designated City location.
- 5. Proposal shall describe CMS financial adjustment capabilities including how the System addresses overpayments, duplicate or multiple payments and payments applied in error. Proposer should explain their experience addressing how these types of transactions are addressed, tracked, and documented within the System including examples of coordination with City refund processes to ensure compliance and recommend a policy that is compliant within California.
- 6. Contractor shall provide flexible management reports for data analysis and oversight of the System. Proposer shall describe the CMS reporting capabilities and outline relevant reports available to the City.

7.7 Proposal Section 7: Citation Issuance Devices/Printers

- 1. Provide an overview of the Citation Issuance Devices and Printers including a description and images of the citation issuance device proposed options.
- 2. Explain how the handheld(s) operates in offline mode.

- 3. Describe the speed and accessibility of technical support including the ability to submit/view/track/edit work orders online.
- 4. Explain warranty and equipment replacement/repair program that will be provided to the City for software and hardware support.

7.8 Proposal Section 8: Permit Management System

- 1. Provide an overview of the Permit Management System.
- 2. The City is considering options to optimize their existing permit policies and the selected Contractor must be adaptable and work with the City to develop the applicable permits. Proposer shall describe how the proposed PMS will support the City's current preferential parking permit exemptions.
- Describe similar PMS transitions and Proposer experience converting to a virtual permit
 program. Provide a detailed explanation supporting the PMS transition process,
 specifically addressing existing permit timelines, established policies, and application
 processes.
 - Outline requirements for obtaining test data and completion of data conversion of all permit data from the City along with associated timelines for testing and conversion.
 - ii. Contractor shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Contractor shall work with the City to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:
 - Data to be migrated
 - Data elements needed for migration
 - Identification of gaps and transformations to meet business rules and policies based on the "as is" and "to be" processes.
 - Identification of interface requirements and potential impacts
 - iii. Explain experience transitioning similar programs and identify risks and/or concerns with the proposed process.
- 4. Contractor shall provide flexible management reports for data analysis and oversight of the System. Proposer shall describe the PMS reporting capabilities and outline relevant

reports available to the City.

7.9 Proposal Section 9: Mobile License Plate Recognition Technology

1. Provide an overview of the mobile LPR technology including the service functions provided to monitor time limits, no reparking zones, paid parking/permit status and other related features.

2. Explain the following:

- i. How LPR operates within dead communication areas and the communications hardware provided to mitigate this impact.
- ii. Define "real-time" for the proposed System.
- iii. How the system will handle power lapses.
- iv. The speed and accessibility of technical support including the available ongoing customer support services provided to the City.
- v. The LPR maintenance services and warranty program that will be provided to the City for software and hardware support.
- vi. How the system will identify and capture license plates with vertical and horizontal letters and images.
- vii. Capture limitations for non-reflective plates, California paper license plates, and specialty plates.
- viii. LPR GPS capabilities and accuracy to demonstrate the system's ability to accurately enforce no reparking ordinances at multiple distances and time limits from 15-minute time zones to 72 hour extended violations.
- 3. Provide a solution for the manual capture feature, including best practices and procedures to support timed parking.
- 4. Describe the daily occupancy data collection processes, including how to generate report.
- 5. Outline the reporting capabilities regarding license plate number capture trends.
- 6. Describe the proposed training plan for City staff.
- 7. Proposer shall submit a sample of the available reports, including occupancy data collection and license plate number capture trends.

7.10 Proposal Section 10: System Testing, Acceptance & Training

1. The City requires a design review process and approval to confirm that the proposed software meets all defined user requirements prior to commencing software

- implementation. Describe your approach to confirming requirements and determining modifications necessary to meet the City's specifications.
- 2. Provide a training plan that addresses the training requirements outlined in the Training section of the Scope of Services in this RFP. Include the key elements of the Proposer's training approach, including the approach to providing End User and System Administration training, accounting for the number of potential users from various City departments, and the wide range of functions.
- 3. Use the Training Hours Form (Appendix D Form D) to provide a description of classes, including:
 - i. Types of training classes that will be provided and expected of participants (e.g., roles, functional areas, etc.)
 - ii. Number of participants for each class
 - iii. Prerequisites for all participants
 - iv. Length of each class in hours
 - v. Total number of trainer hours proposed
- 4. Does the Proposer provide refresher training? If yes:
- 5. Describe what refresher training is available.
- 6. Is the cost included as part of the base Proposal? If not, include the cost of refresher training in Appendix E as an option.
- 7. Does the Proposer provide any computer-based training options (either online or via a CD) to bring new employees up to speed on the System?
- 8. Describe any additional training that is not included but that could be made available. Include the cost of such training in Appendix E as an option.
- 9. Describe the training documentation that will be provided. Provide examples that will assist in the evaluation of the Proposer's training documentation.
- 10. Describe your approach for allowing users to simulate live operations during training, without degrading System performance.
- 11. It is anticipated that the Proposer and the City will work together to develop a final training plan that will include training formats (e.g., train-the-trainer, end user training, etc.), locations, time frames, curriculum, etc.
- 12. Describe Proposer's role and associated tasks in supporting the development of the final training plan.
- 13. Describe the City's role and associated tasks in supporting the development of the final training plan.

- 14. What level of flexibility will the City have in determining how to best use the proposed training hours?
- 15. How many hours of training assistance are provided with updates at no charge? If additional training assistance is required for updates, include the hourly charge in the Cost Proposal.

7.11 Proposal Section 11: Warranty, Maintenance and Customer Support

- 1. Include in this section, for each System, a copy of the Proposer's standard warranty terms, end user license agreement, maintenance terms, subscription terms and all others that apply.
- 2. Will the proposed System include a minimum first year warranty commencing at final System Acceptance? If not, explain.
- 3. Will the Proposer cover expenses to repairs made under warranty, including parts, software, labor, travel expenses, meals, lodging and any other costs associated with the repair?
- 4. Will the Proposer cover repair costs for work it is unable to perform based upon warranty guidelines?
- 5. What are the options for purchasing additional years of support and maintenance upon expiration of the warranty period? Costs must be included and clearly identified in Appendix E.
- 6. Will the Proposer include as part of the warranty, support, and maintenance agreements any supplemental training and documentation necessary to support the Contractor's most recent software release?
- 7. Describe the Proposer's support procedure, include a brief outline of customer service support available to the City, along with typical response times for equipment repair, bug resolution, training and reporting requests, specifically including how the Proposer:
 - i. Logs support calls
 - ii. Tracks incidents
 - iii. Monitors the escalation of problems
 - iv. Diagnoses and corrects problems on-line from remote locations
 - v. Resolves problems
- 8. Does the Proposer provide any enhanced support methods such as email or web-based support requests?
- 9. Describe the Proposer's escalation procedure for support-related issues.

- 10. What is the Proposer's policy regarding support of third-party components included in the proposed System?
- 11. Who will support Proposer-supplied hardware (i.e., manufacturer or Proposer)?
- 12. Will the Proposer provide labor, equipment, and other materials necessary to maintain the hardware and System Applications in good operating condition and in conformance with the Technical Compliance Requirements?
- 13. What is the process for identifying hardware issues and assigning responsibility for resolution of the issues?
- 14. What professional services are included as part of the warranty?
- 15. What professional services are included as part of the support and maintenance agreement?
- 16. What professional services are not included as part of the warranty and support and maintenance agreement? Include in the Cost Proposal the hourly cost for professional services not included as part of the warranty or support and maintenance agreements.
- 17. Does the Proposer support user groups?
- 18. If so, describe the user group process as it pertains to future product enhancements.
- 19. Will the Proposer supply comprehensive hard and soft copies of the following documentation?
 - i. Configuration documentation
 - ii. Interface documentation
 - iii. System administration manuals
 - iv. Application software tutorials
 - v. Database setup and maintenance
 - vi. System documentation
- 20. Are examples of each of the above referenceddocumentations available for review.

7.12 Proposal Section 12: Cost Proposal

Detailed Cost Proposal forms are documented in Appendix E. Proposers must submit Appendix E using the forms provided via Planet Bid.

Please note that:

- 1. Proposals must be for a fixed price solution.
- 2. All costs for every component referred to in the Proposal, including options, must be

included in Appendix E.

- 3. Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
- 4. The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- 5. Should the Proposer have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide the same at the Proposer's own expense.

Parking Citation and Permit Management System including Citation Issuance Devices and Mobile License Plate Recognition Technology SOLICITATION SCHEDULE

Posting Date:	July 28, 2020
Question Period:	August 10, 2020 by 12:30 p.m. (Pacific)
Responses to Questions:	August 13, 2020
Proposal Submission:	August 27, 2020 at 2:00 p.m.
Interviews and Demo:	Week of September 14, 2020
Vendor Selection:	September 25, 2020
City Council Approval:	November 10, 2020
Contract Transition Date	December 1, 2020
Contract Go Live / Start Date:	January 1, 2021

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APPENDIX A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE OF CONTRACT

NAME OF CONTRACTOR: Insert name of contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name, title

CONTRACTOR'S ADDRESS: Insert street address

Insert city, state, zip code Attention: Insert name, title

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert contractor's Tax I.D. No.

CITY'S ADDRESS: City of Beverly Hills

455 N. Rexford Drive Beverly Hills, CA 90210

Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. <u>CONTRACTOR's Scope of Work.</u> CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

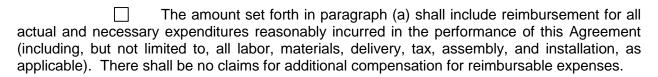
The City Manager or his designee may extend the time of performance in writing for five additional one-year terms or such other term not to exceed five years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (a) Compensation If compensation is based on an hourly rate or other rates CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B. If compensation is based on a flat fee CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such

services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

If no reimbursable expenses



If CITY reimburses for certain expenses in addition to compensation

- CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.
- (c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.
- Section 4. <u>Method of Payment</u>. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.
- Section 5. <u>Independent Contractor</u>. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.
- Section 6. <u>Assignment</u>. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

- (a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.
- (b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.
- Section 8. <u>Personnel</u>. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.
 - Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during

the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. <u>Interests of CONTRACTOR</u>. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

- (a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- (1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.
- (2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.
- (3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

- (5) A policy or policies of Cyber Technology Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
- (6) A policy or policies of Employers Liability and Crime Insurance coverage each with minimum limits of One Million Dollars (\$1,000,000) per claim.
- (b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- (c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- (d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is

available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

- (e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.
- (f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- (g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- (h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- (i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

- (a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.
- (b) CONTRACTOR shall hold harmless, defend and indemnify CITY, the City Council and each member thereof, and every officer, employee and agent of CITY from any liability or financial loss (including without limitation, attorney's fees and costs) arising from any claim that the technology and services provided by CONTRACTOR under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.
- (c) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

- (a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.
- (b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.
- Section 14. <u>CITY's Responsibility</u>. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.
- Section 15. <u>Information and Documents</u>. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.
- Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.
- Section 17. <u>Notice</u>. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.
- Section 18. <u>Attorney's Fees.</u> In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.
- Section 19. <u>License Grant</u>. CONTRACTOR warrants that it has or will acquire full title and ownership of the software licensed under this Agreement, as identified in Exhibit A, and/or that it has or will have the full power and authority to grant the license to CITY at the time of delivery, and that the license to use of the software will in no way constitute an infringement or

other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

Section 20. Ownership of CITY's Data.

- (a) All data and databases owned by CITY prior to the term of this Agreement and all data, including but not limited to all forms and reports generated by, on behalf of, or at the request of CITY in connection with CITY's user accounts (collectively, "City's Data"), shall be and shall remain the sole property of CITY.
- (b) At all times while this Agreement is in effect, CONTRACTOR shall ensure that the last five (5) consecutive years of CITY's Data shall be maintained, backed up, retrievable and accessible as per CITY's retention policy for California Fair Political Practices Commission (FPPC) filings at the time of execution of this Agreement.
- (c) Upon termination of this Agreement, CONTRACTOR will, at the written request of CITY, return or destroy all of CITY's Data in CONTRACTOR's possession promptly following such written request. Where CITY requires that CONTRACTOR must return CITY's Data, CONTRACTOR shall deliver the data, accumulated over a period of five (5) years, or as long as the Agreement was in effect, whichever is longer, in MySQL database export format.
- (d) CONTRACTOR shall not use CITY's Data without the express written consent of CITY's authorized representative.
- Section 21. <u>Entire Agreement</u>. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.
- Section 22. <u>Exhibits</u>; <u>Precedence</u>. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- Section 23. <u>Governing Law</u>. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.
- Section 24. <u>CITY Not Obligated to Third Parties</u>. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.
- Section 25. <u>Severability</u>. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

	EXECUTED the	_ day of	_ 20,	at	Beverly	Hills,
California.						

CITY OF BEVERLY HILLS A Municipal Corporation

	Insert Name of Dept Head / Dir. of Fin. / CN Insert Title
	CONTRACTOR:
	Insert Contractor Name Insert Title
	Insert Contractor Name Insert Title
APPROVED AS TO CONTENT:	
Insert Dept Head Name Title	-
Insert Risk Manager Name Risk Manager	_

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall perform the following services: [Describe the services in detail. Include schedule for deliverables and/or services. If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."]

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

- (a) Rates/Compensation
- (b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.

EXHIBIT C CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

ADDRESS

C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	□AUTOMOBILE LIABILITY					
	☐GENERAL LIABILITY					
	□PRODUCTS/COMPLETED					
	OPERATIONS					
	□BLANKET CONTRACTUAL					
	□CONTRACTOR'S PROTECTIVE					
	□PERSONAL INJURY					
	□EXCESS LIABILITY					
	□WORKERS' COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE:	BY:	
		Authorized Insurance Representative
	TITLE:	
AGENCY:	ADDRESS:	
		RM02.DOC REVISED 10/14/96.

Appendix B: Standard Insurance Requirements

Insurance Requirements. The successful Contractor ("Contractor") shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent agreement. Insurance shall be of the type, in the amounts and subject to the provisions described below.

- 1.1.1 Contractor shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
- 1.1.2 Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of Five Million Dollars (\$5,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Contractor agrees to maintain in full force and affect such insurance for one year after performance of work under the Agreement is completed.
- 1.1.3 Contractor shall at all times during the term of the Agreement carry a policy or policies of Technology and Cyber Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence. Contractor agrees to maintain in full force and effect such insurance for one year after performance of work underthis Agreement is completed.
- 1.1.4 Contractor shall at all times during the term of the Agreement carry a policy or policies of Employers Liability and Crime Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence. Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.
- 1.1.5 Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.
- 1.1.6 Contractor agrees to maintain in force at all times during the performance of work under the Agreement Workers' Compensation Insurance as

required by law.

- 1.1.7 Contractor shall require each of its or sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.
- 1.1.8 The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a

A+:VII in the latest edition of Best's Insurance Guide.

- 1.1.9 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 1.1.10 At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 1.1.11 The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 1.1.12 The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.
- 1.1.13 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 1.1.14 The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.

APPENDIX C

Beverly Hills Citation, Handheld, Permit, LPR Technical Compliance Matrix

Please refer to the attached Excel Spreadsheet

Appendix D – Proposal Response Forms

Form	Description
Α	Contractor/Subcontractor Information
В	Contractor Financial Qualifications
С	Reference Form
D	Training Hours

Form A: Contractor/Subcontractor Information

Complete a copy	of this form	for each Contracto	or and Sub-contractor.
-----------------	--------------	--------------------	------------------------

1.	Сс	ontractor/Sub-contracto	r Name:			
2.	Pri	ime Contractor?	_Yes	_No		
3.		escribe the nature of the rporation; private or pu		•	n (individual, partnershipor	
4.	Lo	cal address serving the	e City of Beve	rly Hills:		
5.	He	eadquarters address:				
6.	lde	entify the Contractor Re	epresentative	s for this Pro	posal.	
		Name	Tit	le	Contact Information	
7.	Pro	ovide the following info	rmation on th	e Proposer's	s authorized negotiator:	
	a.	Name/Title				
	b.	Contact Address				
	C.	Phone Number				
	d.	Email				
8.	In	what year was the com	npany formed	?		
9.	. For how many years has the company provided public safety systems?					
10	. Lis	st other businesses in v	vhich the com	pany is invo	lved.	
11	. Hc	ow many employees do	es this comp	any have?		
	Na	ationwide (total):				
	In	the office serving the C	city of Beverly	Hills:		
12		iefly describe this contr oposal:	actor's roles a	and respons	ibilities in conjunction with this	

13. For what length of time is your Proposal valid (minimum 180 days)?

Form B: Contractor Financial Qualifications

Complete a copy of this form for the Prime Contractor only.

1. What was the Prime Contractor's annual gross revenue and net profit during the last three fiscal years?

	Annual Gross Revenue	Net Profit
Fiscal Year 2018		
Fiscal Year 2017		
Fiscal Year 2016		

	2.	Provide	the	following	for	at least	one	bank	reference.
--	----	---------	-----	-----------	-----	----------	-----	------	------------

Bank Name	e:
Address: _	
-	
-	
Phone:_	
Contact:	
3. Provide the Contra	ctor's Dunn & Bradstreet Number:

Form C: Reference Form

Complete a copy of this form for each Contractor and Subcontractor. Add additional rows as needed.

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Approximate Service Area Population	Operational System(s)	Contract Dates	Scope of Services
1.					
2.					
3.					
4.					
5.					

Form D: Training Hours Form

Indicate the on-site and off-site training hours for application software training, system software training, and hardware training that are included in this Proposal. Provide a thorough description of the training, the recommended number of persons for the class, and the personnel expected to attend the training. Additionally, identify any optional training. The Cost Proposal must reflect the training hours proposed in this table, as well as any separately priced optional training. *Make as many copies of this form or add rows as needed.*

Description of Training	Recommended Number of Participants	Prerequisites	Personnel Expected to Attend Training	Hours	
				On-Site	Off-Site
Totals:					

Appendix E - Cost Proposal Forms

Please refer to the attached Excel Spreadsheet