DATE: July 23, 2019

TO: Mayor and Council Members

FROM: Parking and Enterprise Services Department

SUBJECT: Agreement with Passport Labs, Inc. for Parking Citations Processing and Delinquent Parking Citations Collection Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a three-year agreement (with an option to extend for two additional years) with Passport Labs, Inc., to provide software for processing, collections, and other related services for parking citations in an amount not to exceed $3,225,000. (Parking Fund).

BACKGROUND:
The City of Inglewood and its enterprise, Inglewood Citation Management Services (ICMS), maintain a Parking Citations Program that includes issuing, processing and collecting parking violations for the City’s and ICMS clients. The Parking Citations Program’s objective is to ensure that the parking resources within the Cities are properly and lawfully used.

Since 2007, the City of Inglewood has used Duncan Solutions software to issue, process and collect parking citations. In 2017, the City entered into an agreement with Passport Labs, Inc. (Passport) to take over the functions of issuing the parking citations for Inglewood, and the City retained Duncan Solutions for the processing and collections services.

After eighteen months of using Passport Labs, Inc. to issue parking citations, the Parking and Enterprise Services Division continues experiencing and receiving positive customer service from Passport. Therefore, staff recommends expanding the services of Passport to include the processing and collection portions, as well as usage of their parking permit platform.

In addition, the parking needs for the City of Inglewood are growing and will continue to grow with the upcoming Stadium and Entertainment District parking and mobility demands. Therefore, the technology that staff utilizes must be very reliable and cutting edge to meet and exceed the new parking and mobility behaviors of the City’s stakeholders.

DISCUSSION:
Pursuant to Inglewood Municipal Code, Section 2-198.1(e), the City can purchase services and equipment without complying with its competitive bidding requirements when a competitively bid agreement is awarded by another public agency.

On October of 2017, the City of Berkeley, California, issued a Request for Proposal (RFP) for Parking Management System. Passport Labs, Inc., submitted a response to Berkeley’s request for
proposal and was competitively selected as having the favorable established rates, qualifications, and experience to provide such services.

Passport Labs, Inc., entered into an agreement with Berkeley for parking citation management system commencing on February 4, 2019, and agreed to provide the City of Inglewood and the ICMS clients with similar parking citations management services, including, but not limited to a computer software license, software integration services, on-line parking citation system, processing and collections, and managing the residential parking permit program.

Passport Labs, Inc., develops, supports, and implements Parking Management Solutions for Parking, Mobility, and Transportation programs within dozens of municipalities and universities throughout the United States and Canada. Since 1989, their products have been utilized by municipalities, universities, airports, hospitals, and private parking operators to improve the parking programs and systems experience overall. This new agreement with Passport Labs, Inc., terminates the existing agreement since it includes all services from current agreement.

Upon approval and the effective date of the proposed agreement, Agreement No. 17-499, with Passport, will cease immediately. The services outlined in Agreement No. 17-499 are captured in the proposed agreement. Staff will create an implementation timeline, and services with the current provider (Duncan Solutions) will properly end at a suitable time that does not generate any service interruptions.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Funding in the amount of $3,225,000 will be allocated equally ($1,075,000) over the next three fiscal years (FY2019-2020, FY2020-2021, and FY2021-2022) under account code no. 100.026.2660.44826.00 (Parking Fund).

It should be noted that ICMS clients will be responsible for all their accrued expenses. ICMS staff anticipates securing additional ICMS clients, thereby reducing the City’s payable amount to Passport.

LEGAL REVIEW VERIFICATION: ☑
Administrative staff has verified that the legal documents accompanying this report have been submitted to review and approve by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: ☑
Administrative staff has verified this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
1. Agreement with Passport Labs, Inc.
2. Passport Labs, Inc. Agreement with City of Berkeley, CA.
3. RFP for Parking Management Services issued by City of Berkeley.
5. Cancellation Letter to Passport for the 2017 Agreement.
6. Passport Special Model Price for City of Inglewood and ICMS.
APPROVAL VERIFICATION SHEET

PREPARED BY:
Mario Inga, Senior Programs Specialist, Parking and Enterprise Services Department

COUNCIL PRESENTER:
Mario Inga, Senior Programs Specialist, Parking and Enterprise Services Department

EXECUTIVE APPROVAL: [Signature]
David Esparza, Assistant City Manager & Chief Financial Officer

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
ATTACHMENT N0. 1
AGREEMENT No. _____

THIS COOPERATIVE PURCHASE AGREEMENT is made and entered into this _____ day of ____________, 2019, by and between the City of Inglewood, a municipal corporation and charter city ("City"), One Manchester Boulevard, Inglewood, California 90301, and Passport Labs, Inc., (hereinafter “Passport” or “Contractor”) a Delaware corporation registered to conduct business in California and with its principal office located at 128 S. Tyron Street, Suite 2200, Charlotte, North Carolina 28202.

WHEREAS, Inglewood Municipal Code Section 2-198.1(e) permits the City to purchase goods or services without complying with its competitive bidding requirements when a competitively bid agreement is awarded by another public agency; and

WHEREAS, on or about October 23, 2017, the City of Berkeley, California released a Request for Proposals for Parking Management System (Specification No. 18-11169-C); and

WHEREAS, Passport submitted a response thereto and was competitively selected as having the established rates, qualifications, and experience to provide goods and services as outlined therein; and

WHEREAS, in 2019 Passport entered into a three-year agreement with one option to extend for an additional two years with the City of Berkeley to provide such goods and services; and

WHEREAS, City’s Parking and Enterprise Services Department provides Inglewood Citation Management Services (ICMS) to various public entities; and

WHEREAS, City desires to find a contractor that is able to provide a Parking Management System for City to continue providing ICMS services to City and City’s clients; and

WHEREAS, Passport agrees to provide the City and the City’s clients with a Parking Management System under the same price, terms, and conditions as its agreement with the City of Berkeley; and

Page 1 of 4
WHEREAS, Passport agrees to provide City with additional rate reductions based on the number of parking citations Passport processes on behalf of City and City’s ICMS clients; and

WHEREAS, Passport agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

WHEREAS, Passport and City have mutually determined that Passport’s contract with the City of Berkeley is an acceptable contract upon which the City and Passport may establish this Cooperative Purchase Agreement (hereinafter “Agreement”).

NOW, THEREFORE, the City and Passport mutually agree that except as otherwise supplemented or modified as follows, the terms and conditions of Passport’s original agreement with the City of Berkeley (attached as part of Exhibit A) and Passport’s pricing lists (attached as Exhibit B) shall form the basis of this Agreement with the City of Inglewood:

1. In the event of ambiguity, conflict or discrepancies, the order of precedence shall be, in descending order:
   a. This Agreement;
   b. Exhibit B, which consists of (1) Passport Enforcement Software & Citation Processing; and (2) Passport Private Label Mobile Payments for Parking price sheets; and
   c. Exhibit A, which consists of (1) Request for Proposals for Parking Management System Specification No. 18-11169-C, (2) Passport’s proposal in response thereto, and (3) the original agreement between Passport and the City of Berkeley.

2. All references to the City of Berkeley or City shall be interpreted to refer to the City of Inglewood. All references to any other State or any other State law shall be interpreted to refer to the State of California or California law.
3. All insurance requirements and endorsements shall be changed to reflect the City of Inglewood.

4. The Initial Term of this Agreement shall begin on ______________, 2019 (the “Effective Date”) and end on ______________, 2022. All other terms of Section 4.1 of the original agreement shall remain the same.

5. The total amount for the Initial Term of this Agreement shall not exceed Three Million Two Hundred Twenty Five Thousand Dollars ($3,225,000); and the total amount for each year of the Initial Term of this Agreement shall not exceed One Million Seventy Five Thousand Dollars ($1,075,000).

6. Venue, Applicable Law and Personal Jurisdiction. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7. Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered of, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

**CITY:**

Melanie McDade
Exec. Asst. to the Mayor & City Manager
City of Inglewood
1 Manchester Blvd., 9th Fl.
Inglewood, CA 90301

**PASSPORT LABS, INC.:**

Nathan Berry
Regional Sales Director, West Coast
Passport Labs, Inc.
128 S. Tyron St., Suite 2200,
Charlotte, NC 28202
WITH COPY TO:

Yvonne Horton
City Clerk
City of Inglewood
1 Manchester Blvd., 1st Fl.
Inglewood, CA 90301

AGENT FOR SERVICE OF PROCESS:

CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

IN WITNESS WHEREOF, the City of Inglewood and Passport Labs, Inc. have executed this Agreement as of the date first written above.

CITY OF INGLEWOOD

James T. Butts, Jr.
Mayor

PASSPORT LABS, INC.

Khristian J. Gutierrez
Chief Business Development Officer

ATTEST:

Yvonne Horton
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney
ATTACHMENT NO. 2
PARKING MANAGEMENT SYSTEM
SERVICE AGREEMENT

This is an Agreement or Contract ("Agreement" or "Contract") between the City of Berkeley, a Charter City organized and existing under the laws of the State of California ("City"), and Passport Labs Inc. ("CONTRACTOR"), a Delaware corporation, doing business at 128 S. Tryon Street, Suite 2200 Charlotte, NC 28203, who agree as follows:

RECIDALS

WHEREAS, this Agreement sets forth the terms and conditions under which City shall obtain and CONTRACTOR will provide the services identified in Appendix "B" attached hereto;

Now, THEREFORE, City and CONTRACTOR agree as follows:

2. AGREEMENT APPENDICIES
The Contract Appendices are as follows:

   A  Software License Agreement
   B  Scope of Services
   C  Payment Terms
   D  Equipment Specifications
   E  Detailed Training Outline
   F  Payment Card Industry (PCI) Compliance for Third Party Providers
   G  Warranty Specifications

The terms of each of the appendices are incorporated herein by reference and made a part of this Contract. However, in the event of a conflict between any provision or term in this Contract and an Appendix, the terms of this Contract shall prevail.

3. DEFINITIONS

3.1 Where any word or phrase defined below, or a pronoun in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

3.1.1 Agreement or Contract: This Agreement together with all attachments and appendices and other documents incorporated herein by reference.

3.1.2 Project: Total design and set-up of City’s Parking Management System of which the Work performed under this Agreement may be whole or part.

3.1.3 Project Manager: Person or persons designated by City and authorized to act on City’s behalf with respect to this Agreement.

3.1.4 Work: The work described in Appendix B "Scope of Services," and made a part of this Agreement.

4. TERM OF THIS AGREEMENT

2/2015
4.1 This Agreement shall be for a period of three (3) years (the "Initial Term") with an option to extend the Agreement for one (1) two-year term at the City's sole discretion. The Initial Term shall begin February 4, 2019 (the "Effective Date") and end on February 4, 2021. The City Manager of the City or his/her designee may extend the term of this Agreement by giving written notice.

5. SERVICES CONTRACTOR AGREES TO PERFORM

5.1 CONTRACTOR agrees to perform the services provided for in Appendix "B" in the manner provided in this Agreement. Time is of the essence in the performance of this Agreement.

6. COMPENSATION

6.1 Compensation shall be due CONTRACTOR according to the Compensation Schedule established in Appendix "C", "Compensation for Services," in a total amount not to exceed $2.87 million dollars, CONTRACTOR shall invoice its time at its ordinary billing rates.

6.2 City will not withhold the entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount. Payment for questioned amount(s) will be made upon City's receipt of any requested documentation verifying the questioned amount(s) and City's determination that the questioned amount(s) is reimbursable under the terms of this Agreement.

6.3 Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to City. All amounts paid by City to CONTRACTOR shall be subject to audit by City. Payment shall be made by City to CONTRACTOR at the address stated on page 1.

7. QUALIFIED PERSONNEL; NO SUBCONSULTING

7.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of CONTRACTOR. CONTRACTOR will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by CONTRACTOR.

7.2 CONTRACTOR is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by City in writing. City approves of CONTRACTOR subcontracting portions of the Work to the following: LAZ Parking LTD, LLC, Linebarger Goggan Blair & Sampson, LLP, and Dixon Resources Unlimited, Inc. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

8. REPRESENTATIONS

8.1 CONTRACTOR represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work or will obtain such licenses and/or permits prior to time such licenses and/or permits are required.

8.2 CONTRACTOR represents that the Work shall be performed in a professional manner and shall conform to the standards of practice observed on similar, successfully completed projects by
specialists in the Work to be provided. CONTRACTOR agrees that, if the Work is not so performed, in addition to all of its obligations under this Agreement and at law, CONTRACTOR shall reperform unsatisfactory Work at no additional expense to City.

8.3 The granting of any progress payment by City, or the receipt thereof by CONTRACTOR, or any inspection, review, approval or oral statement by any representative of City, or State certification, shall in no way waive or limit the certification obligations in this Paragraph or lessen the liability of CONTRACTOR to perform or replace unsatisfactory Work, including but not limited to cases where the unsatisfactory character of such work may not have been apparent or detected at the time of such payment, inspection, review or approval.

8.4 Nothing in this Paragraph shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or CONTRACTOR may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or other applicable law, shall be cumulative.

9. INDEMNIFICATION BY CONTRACTOR

9.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CONTRACTOR shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless the City and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all third party claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its Subconsultants), expense and liability of every kind, nature and description that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole or active negligence, or willful misconduct of the CONTRACTOR, the CONTRACTOR waives any and all rights of any type of express or implied indemnity against the Indemnitees other than for Liabilities that are caused in whole or in part by the sole or active negligence or willful misconduct of such Indemnitee.

10 LIABILITY OF CITY

10.1 Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

10.2 Notwithstanding any other provision of this Agreement, in no event shall Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement, for an amount more than Contractor’s limits of insurance of CGL is $2 million and Professional/Cyber Liability $5 million as of the contract execution date.

11 INDEPENDENT CONTRACTOR; PAYMENT OF TAXES AND OTHER EXPENSES
11.1 CONTRACTOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONTRACTOR performs the services required of CONTRACTOR by the terms of this Agreement. CONTRACTOR shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and CONTRACTOR.

11.2 Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of CONTRACTOR's Work only and not as to the means or methods by which such a result is obtained.

11.3 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

11.4 Payment of any taxes, including California Sales and use Taxes, levied upon this Agreement, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of CONTRACTOR.

12 INSURANCE

12.1 Prior to the execution of this Agreement, CONTRACTOR shall furnish to City satisfactory proof that CONTRACTOR has taken out for the entire period covered by this Agreement, as further defined below, the following insurance in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A. M. Best & Company A minus or better, financial category size seven (7) or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the services of CONTRACTOR for which CONTRACTOR may be legally liable, whether performed by CONTRACTOR, or by those employed directly or indirectly by it, or by anyone for whose acts CONTRACTOR may be liable:

12.1.1 Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage, including Contractual Liability, Personal Injury, Products and Completed Operations, with per location limits of not less than $2,000,000 general aggregate and $2,000,000 each occurrence (including umbrella policies), subject to a deductible of not more than $25,000 payable by CONTRACTOR.

12.1.2 Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for non-owned and hired vehicles, subject to a deductible of not more than $10,000 payable by CONTRACTOR.

12.1.3 Full workers’ compensation insurance for all persons whom CONTRACTOR may employ in carrying out Work contemplated under Contract, in accordance with Act of Legislature of State of California, known as "Workers’ Compensation Insurance and Safety Act", approved May 26, 1913, and all Acts amendatory or supplemental thereto. Workers' compensation policy shall include Employer Liability Insurance with limits not less than $1,000,000 each accident.

12.1.4 Professional Liability Insurance with limits not less than $2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement, and any deductible
not to exceed $50,000 each claim, with no exclusion for claims of one insured against another insured.

12.1.5 Cyber Liability Insurance. Cyber Liability Insurance appropriate to the CONTRACTOR's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR’s liability policy, such "property" coverage of the Agency may be endorsed onto the CONTRACTOR’s Cyber Liability Policy as covered property as follows:

(b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of CONTRACTOR.

(c) The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the CONTRACTOR; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this agreement.

12.2 Insurance policies shall contain an endorsement containing the following terms:

12.2.1 For General Liability, Automobile, and Umbrella coverage, City, and its directors, officers, partners, representatives, employees, CONTRACTORS, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

12.2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

12.2.3 Consultant shall provide written notice of cancellation, non-renewal or of any material change in the policies to City thirty (30) days in advance of the effective date thereof.
12.2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than the CONTRACTOR shall be called upon to contribute to a loss covered by insurance for the named insured.

12.3 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subparagraph 10.2.3.

12.4 At the time of making an application for an extension of time, CONTRACTOR shall submit evidence that insurance policies will be in effect during requested additional period of time.

12.5 Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

12.6 If CONTRACTOR fails to maintain any required insurance, City may take out such insurance, and deduct and retain amount of premium from any sums due CONTRACTOR under this Agreement.

12.7 CONTRACTOR shall forward all insurance documents to, 841 Folger Avenue, Berkeley Police Department/ Traffic Sub-Station, Berkeley, CA 94710.

13 SUSPENSION OF WORK

City may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt Work pursuant to this Agreement, in whole or in part, for such periods of time as City may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of a written notice of suspension specifying the extent to which performance of the Work under this Agreement is suspended, and the date upon which the suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered. Suspension of Work shall be treated as an excusable delay. City's suspension, delay or interruption of the Work pursuant to this Section shall not suspend, delay, or interrupt undisputed payments owed to CONTRACTOR under this Agreement.

14 TERMINATION OF AGREEMENT FOR CAUSE

14.1 If at any time City reasonably believes CONTRACTOR may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, City may request from CONTRACTOR written assurances of performance and a written plan to correct observed deficiencies in CONTRACTOR's performance if written notice of the same is provided by City. Failure to provide written assurances within five (5) days of receipt of written notice from the City constitutes grounds to declare a default under this Agreement.

14.2 CONTRACTOR shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate CONTRACTOR's right to proceed under the Agreement, for cause, should CONTRACTOR commit a breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to
CONTRACTOR demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for CONTRACTOR to avail itself of this time period in excess of ten (10) calendar days, CONTRACTOR must provide City within the ten (10) day period a written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan.)

14.3 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered.

15 TERMINATION OF AGREEMENT FOR CONVENIENCE

15.1 City may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever City shall determine that termination is in the best interest of City. Termination shall be effected by delivery to CONTRACTOR of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than twenty-one (21) calendar days from the date the notice of termination is delivered. CONTRACTOR shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recover.

15.2 Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of CONTRACTOR after the effective date of a notice of termination.

15.3 Termination under this provision shall not be construed as a waiver of any right or remedy otherwise available to City.

16 PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

CONTRACTOR and City understand and agree that, in the performance of the services under this Agreement or in the contemplation thereof, CONTRACTOR and City may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CONTRACTOR or City. CONTRACTOR and City agree that all information disclosed by the other party be held in confidence and used only in performance of this Agreement. CONTRACTOR and City shall exercise the same standard of care to protect such information as each party would use to protect its own proprietary data.

For the avoidance of doubt, none of the requirements of this Section shall prohibit City from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to city.

17 NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and effective when served by
depositing same in the United States Post Office, postage prepaid and addressed as follows:

To City:
Lyesha Garret
Police Department/Traffic Sub-Station
City of Berkeley
841 Folger Avenue
Berkeley, CA 94710

To CONTRACTOR:
Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.kellby@passportinc.com

18. DATA OWNERSHIP

18.1 When this Agreement is terminated, CONTRACTOR agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Agreement. All materials shall be returned in the same condition as received.

18.2. This Section shall govern the rights of CONTRACTOR and City, as the case may be, with respect to the data that is subject to this Agreement. CONTRACTOR will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to City the rights in such data as stated in this Section. CONTRACTOR’s Privacy Policy, as it may be amended from time to time in CONTRACTOR’s sole discretion, can be viewed at https://www.passportinc.com/privacy-policy.

18.3 Operational data is data specific to the City’s operation that is provided by City to CONTRACTOR to be used in the providing of services. Operational data is specific to the City’s operation, which is not available to CONTRACTOR publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, technology and cybersecurity monitoring and logging, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items. Operational data is the sole and exclusive property of the City. The City grants CONTRACTOR a, revocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Operational data, provided that, CONTRACTOR may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Under this section, the City retains the right to audit Operational Data, the transfer or assignment of its license, and the right to revoke access to and retrieve Operational Data from
18.4 Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. CONTRACTOR acquires a license or sublicense to the PCI-DSS Information from end users who share such data with CONTRACTOR in connection with their use of the Software. CONTRACTOR must secure such data in accordance with PCI-DSS. As such, CONTRACTOR may not grant City derivative rights to such PCI-DSS Information and CONTRACTOR shall not be required to disclose such PCI-DSS Information to City.

18.5 Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information. End users of CONTRACTOR’s Software own PII and license it to CONTRACTOR pursuant to CONTRACTOR’s Privacy Policy, as it may be amended from time to time in CONTRACTOR’s sole discretion. CONTRACTOR may sublicense PII to the City under certain conditions (including but not limited to the City’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

18.6 Activity data is any data generated in the providing of services under this agreement by CONTRACTOR to City and by end users’ interactions with the services or with CONTRACTOR directly that is not otherwise PCI-DSS Information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, technology and cybersecurity monitoring and logging, and support data. Data that is derived from Activity data is also Activity data. Activity data is the sole and exclusive property of CONTRACTOR. CONTRACTOR grants the City an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that CONTRACTOR chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the City and only for the City’s internal use in connection with the services provided under this Agreement.

19 AUDIT AND INSPECTION OF RECORDS

19.1 CONTRACTOR shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to CONTRACTOR during the course of performing the Work and providing services with respect to the Project, for a period of at least three (3) years following final completion and acceptance of the Project, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. All such records shall be available to City upon request at
reasonable times and places. Monthly records of CONTRACTOR's personnel costs, CONTRACTOR costs, and reimbursable expenses shall be kept on a generally recognized accounting basis, and shall be available to City upon request at reasonable times and places. CONTRACTOR shall not destroy any Project records until after advising City and allowing City to accept and store the records.

19.2 CONTRACTOR agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Agreement. CONTRACTOR shall permit City to audit, examine and make copies, excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon City by this Paragraph.

19.3 The rights and obligations established pursuant to this Paragraph shall be specifically enforceable and survive termination of this Agreement.

20. DISPUTES

20.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the City's Project Manager and a principal of the CONTRACTOR who shall decide the true meaning and intent of the Agreement. Such referral may be initiated by written request from either party and a meeting between the City's Project Manager and principal of the CONTRACTOR shall take place within five business days of the request.

20.2 CONTRACTOR shall continue its Work throughout the course of any and all disputes, and CONTRACTOR's failure to continue work during any and all disputes shall be considered a material breach of this Agreement, provided City continues to make payment to CONTRACTOR for undisputed work completed by CONTRACTOR. CONTRACTOR further agrees that should CONTRACTOR stop work due to a dispute or disputes, any and all claims, whether in law or in equity CONTRACTOR may have against City, their officers, agents, representatives, and employees, whether such claims are pending, anticipated or otherwise, shall be deemed to have been waived and forever barred.

21. AGREEMENT MADE IN CALIFORNIA/VENUE

21.1 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

21.2 This Agreement shall be executed in duplicate. One duplicate original shall be retained by City and one duplicate original shall be given to CONTRACTOR.

22 CONFORMITY WITH LAW AND SAFETY
22.1 CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations. All services performed by CONTRACTOR must be in accordance with these laws, ordinances, codes and regulations. CONTRACTOR’s failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the work hereunder shall constitute a breach of contract.

22.2 If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, CONTRACTOR shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, CONTRACTOR shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of CONTRACTOR's subcontractor or subconsultant, if any; 3) name and address of CONTRACTOR's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

22.3 If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, CONTRACTOR shall immediately notify the Berkeley Police Department and the City's Health Protection office.

22.4 CONTRACTOR shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

23 MATERIAL SAFETY DATA SHEETS

23.1 To comply with the City's Hazardous Communication Program, CONTRACTOR agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" CONTRACTOR intends to use in those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 et seq.). The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the City's Risk Manager before CONTRACTOR may use that product.

23.2 City will inform CONTRACTOR about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

24 NON-DISCRIMINATION

CONTRACTOR hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, CONTRACTOR agrees as follows:

24.1 CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex,
pregnancy, marital status, disability, sexual orientation or AIDS.

24.2 CONTRACTOR shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are reasonably necessary to monitor compliance with this non-discrimination provision. In addition, CONTRACTOR shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

25. CONFLICT OF INTEREST PROHIBITED

25.1 In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither CONTRACTOR nor any employee, officer, director, partner or member of CONTRACTOR, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

25.2 In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or CONTRACTOR of the CONTRACTOR, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or CONTRACTOR.

25.3 Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

26. NUCLEAR FREE BERKELEY

CONTRACTOR agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

27. OPPRESSIVE STATES CONTRACTING PROHIBITION

27.1 In accordance with Resolution No. 59,853-N.S., CONTRACTOR certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.
(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

27.2 Appendix A to Resolution No. 59,853-N.S. designates the following as Oppressive States for the purposes of this contract: Tibet Autonomous Region and the provinces of Ado, Kham,
and U-Tsang.

27.3 CONTRACTOR’s failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 12. In the event that the City terminates CONTRACTOR due to a default under this provision, City may deem CONTRACTOR a non-responsible bidder for five (5) years from the date this Contract is terminated.

28. RECYCLED PAPER FOR WRITTEN REPORTS

If CONTRACTOR is required by this Contract to prepare a written report or study, CONTRACTOR shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, CONTRACTOR shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the paper whenever practical.

29 BERKELEY LIVING WAGE ORDINANCE

a. CONTRACTOR hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If CONTRACTOR is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, CONTRACTOR will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. CONTRACTOR expressly acknowledges that, even if CONTRACTOR is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject CONTRACTOR to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If CONTRACTOR is currently subject to the Berkeley Living Wage Ordinance, CONTRACTOR shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its employees providing services under the Contract. CONTRACTOR agrees to supply City with any records it deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17.

c. If CONTRACTOR is currently subject to the Berkeley Living Wage Ordinance, CONTRACTOR shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which CONTRACTOR engages to execute its responsibilities under this Contract. All subcontractor or subconsultant employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If CONTRACTOR fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.
CONTRACTOR's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 12. In the event that City terminates CONTRACTOR due to a default under this provision, City may deem CONTRACTOR a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, CONTRACTOR may be responsible for liquidated damages in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for CONTRACTOR's breach. City may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

30. BERKELEY EQUAL BENEFITS ORDINANCE

a. CONTRACTOR hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If CONTRACTOR is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, CONTRACTOR will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If CONTRACTOR is currently or becomes subject to the Berkeley Equal Benefits Ordinance, CONTRACTOR agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If CONTRACTOR fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

CONTRACTOR's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Sections 12. In the event the City terminates this contract due to a default by CONTRACTOR under this provision, the City may deem CONTRACTOR a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, CONTRACTOR may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that CONTRACTOR's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for CONTRACTOR's breach. City may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

31. PREVAILING WAGES
Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

32. SETOFF AGAINST DEBTS

CONTRACTOR agrees that City may deduct from any payments due to CONTRACTOR under this Contract any monies that CONTRACTOR owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

33. CONTRACTORS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires CONTRACTORS who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. § 18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). CONTRACTORS agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the CONTRACTOR's service.

34. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

CONTRACTOR has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, CONTRACTOR is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. CONTRACTOR shall pay all state and federal income taxes and any other taxes due. CONTRACTOR certifies under penalty of perjury that the taxpayer identification number written below is correct.

35. MISCELLANEOUS

35.1 The Agreement, and any written modification to the Agreement reduced to an amendment and signed by both CONTRACTOR and the City, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement reduced to an amendment and signed by both CONTRACTOR and the City, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information.
35.2 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and the CONTRACTOR.

35.3 Any provisions or portions thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, or made unlawful or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

35.4 Neither CONTRACTOR nor City will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

36. SEVERABILITY

36.1 If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

THE CITY OF BERKELEY

By: ____________________________
   CITY MANAGER

Registered by: ____________________________

Approved as to form:

DEPUTY CITY ATTORNEY

______________________________
CITY AUDITOR

Attest:

______________________________
CITY CLERK

______________________________
Passport Labs, Inc.

By: ____________________________
   Christian Gutierrez, Chief Revenue Officer
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APPENDIX A

SOFTWARE LICENSE AGREEMENT

This Appendix is attached to and incorporated by reference in the Contract made February 4, 2019 between the CITY OF BERKELEY ("City") and Passport Labs, Inc., ("CONTRACTOR"), providing for the licensing and services related to a Parking Management System purchase.

1 GRANT OF LICENSE

1.1 CONTRACTOR grants City a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license for the term of this Contract to use and access CONTRACTOR’S software, as described below in subsection 1.6, only for its internal business purposes. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to city in this agreement are reserved to CONTRACTOR. Nothing in this section prevents the City and its assigned parties from cybersecurity and legal forensic investigations including but not limited to copy, disassemble, reverse engineer, or decompile the software or any subpart thereof.

1.2 City will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

1.3 End users’ use of the Services shall at all times be governed by (a) CONTRACTOR’s Privacy Policy, as it may be amended from time to time in CONTRACTOR’s sole discretion, which can be viewed at https://passportinc.com/privacy-policy/, and (b) CONTRACTOR’S Terms and Conditions, as they may be amended from time to time in CONTRACTOR’s sole discretion, which can be viewed at https://passportinc.com/terms-and-conditions/.

1.4 Licensed Content, Not City Owned: Nothing in this Agreement will be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in CONTRACTOR software including but not limited to pre-existing or independently developed intellectual property, materials, software, methodologies, tools, or inventions, that are developed, conceived or created for any CONTRACTOR business purpose, or any derivative works to any of the foregoing.

1.5 City Purchased Equipment: Nothing in this Agreement will be construed as assigning, selling, conveying, or otherwise transferring any intellectual property ownership rights in CONTRACTOR equipment including but not limited to pre-existing or independently developed intellectual property materials, software, methodologies, tools, or inventions, that are developed, conceived or created for any CONTRACTOR business purpose, or any derivative works to any of the foregoing.

1.6 The license shall apply to the Deliverables set forth in Appendix B, Section 2.
2  RESTRICTIONS ON USE

City is authorized to use the Software hosted by CONTRACTOR only for City's internal purposes and only for the purposes set forth in this Agreement. City agrees that it will not use or permit the Software to be used by any other entity.

3  DATA OWNERSHIP AND RESPONSIBILITIES

3.1 CONTRACTOR shall be responsible for providing all equipment and software necessary for maintaining all data files.

3.2 CONTRACTOR agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by CONTRACTOR, agent of CONTRACTOR or a third party any of the City's proprietary information.

3.3 CONTRACTOR shall hold in confidence the City's proprietary information and allow its employees access to City's data only for the purposes of complying with this Agreement.

3.4 CONTRACTOR will take all necessary measures to secure and protect City’s data including, but not limited to, daily backups, offsite storage of backup media, graphics, physical security, software access controls, encryption and proper backup rotations. CONTRACTOR acknowledges that City is entitled to copy, export or otherwise duplicate City's data at any time.

3.5 Trademarks and Logos: CONTRACTOR grants to City a limited license during the term of this Contract to use and reproduce CONTRACTOR’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to City's standard guidelines and requirements for use of such trademarks and logos.

3.6 CONTRACTOR understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the CONTRACTOR software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by CONTRACTOR for the purposes of reverse engineering or evaluation without the prior written consent of CONTRACTOR, or as mandated by applicable law.

3.7 The provisions of this section (Data Ownership and Responsibilities) of the Contract shall survive expiration or termination of this Contract.

4  PCI COMPLIANCE

4.1 The CONTRACTOR covenants and agrees to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally
“Association”), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”).

4.2 CONTRACTOR represents and warrants that all of the hardware, software and communication components that it supplies to the City or uses under this Agreement is and will be PCI DSS compliant. All service CONTRACTORs that CONTRACTOR uses under the Agreement must be recognized by VISA as compliant with PABP.

4.3 CONTRACTOR further agrees to exercise reasonable due diligence to ensure that all of its service CONTRACTORs, agents, business partners, CONTRACTORs, subContractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section.

4.4 CONTRACTOR must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the CONTRACTOR’s system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

END OF APPENDIX A
APPENDIX B

SCOPE OF SERVICES

This Appendix is attached to and incorporated by reference in the Contract made between the CITY OF BERKELEY ("City") and Passport Labs Inc., ("CONTRACTOR"), providing for the Parking Meter and Management System purchase.

1 Background

The City of Berkeley expects implementation of a comprehensive Parking Management System (PMS) including some processing services for parking citations, citation adjudication correspondence, and enforcement handheld hardware. The PMS will have numerous city employee user groups spanning five different City Departments.

The PMS is expected to create and implement flexible parking options for Residential Preferential Parking (RPP) for both residents and visitors, as well as be capable of expanding and supporting these programs. Digital permitting, expandable web shopping cart capabilities are all requirements of the PMS. Berkeley is looking for a “partner” to help move the City from bumper permits to digital permitting practices within the next two (2) years.

2 Deliverables

CONTRACTOR shall provide the City with complete product, installation, and training associated with delivering a Parking Management Software System, Equipment and Services.

CONTRACTOR will provide services (the “Services”) and license all software, including all web and mobile applications and related documentation, (the “Software”) necessary for CONTRACTOR to operate: (1) a citation management platform ("CMP"); (2) a digital permits parking system ("DPP"); (3) a purchasing portal accessible via website (desktop, tablet, and smartphone browsers); (4) Customer Service Center staffed for assisting clients with questions and processing citation correspondences and permit inquiries; and (5) an Interactive Voice Response (IVR) toll-free telephone system for CMP payments.

DEFINITIONS:

1.1. Contract Manager: The term “Contract Manager” shall mean the City employee responsible for the coordination with the CONTRACTOR for the implementation, operation and management of the PMS and for the City’s day-to-day administration and coordination of City responsibilities for the PMS pursuant to the contract.

1.2. Days: The term “Day(s)” shall mean calendar days and not business or working days, unless otherwise indicated.

1.3. PMS: Parking Management System shall mean a parking software system that allows for online permit application and renewals, provides real-time issuance data for handheld enforcement solutions, and manages citation adjudication records.

1.4. City’s Systems Administrators: Designated IT and Police Department personnel assigned to monitor parking management system activity.
1.5. *Up time*: Uninterrupted operating system availability.

1.6. *IVR*: Interactive Voice Response

1.7. *CMP*: Citation Management Platform is software that allows City's parking enforcement officers in any or all parking facilities owned or managed by the City the ability to issue parking citations that may be paid online through CONTRACTOR’s payment portal.

1.8. *DPP*: a digital permits parking system

1.9. *Acceptance*: The term “Acceptance” shall mean the point at which the City assumes responsibility for payment of merchandise provided by the CONTRACTOR. Acceptance shall occur after the CONTRACTOR has successfully delivered the equipment and the equipment is working properly integrated and communicating with the PMS.

2. **CONTRACTOR’S RESPONSIBILITIES**

2.1. CONTRACTOR shall furnish all labor, equipment, materials and products to install the PMS, and provide a wirelessly networked web-based system to which the enforcement handh MAD SK and printers can connect and provide services to the City in accordance with the terms of this Agreement. All prices are FOB destination – Prepay and Add Shipping Berkeley, CA, excluding sales tax, unless otherwise specified.

2.2. CONTRACTOR will deliver complete enforcement mechanisms, install the printers, provide and maintain the parking management system, assist with setting up the back office (OPS Man), conduct training, troubleshoot problems as they arise, all under the terms of this contract. All equipment is to be new and fully tested and perform according to the specifications provided and described in Appendix D of this Agreement.

2.3. The CONTRACTOR shall provide such technology necessary to meet its obligations in this Agreement.

2.4. CONTRACTOR will provide a fully-functional web-based management system, with upgrades to be provided at no cost to the City. However, City customization requests may incur additional costs that will be quoted and approved by the City prior to commencement of such project.

2.5. CONTRACTOR will offer all available handheld software upgrades (excluding manufacturer software upgrades) and system software upgrades, including those developed for other customers, at no additional charge to the City. Additional charges may apply for new software that requires new or upgraded hardware.

2.6. CONTRACTOR shall deliver and install 30 enforcement handh MAD SK and printers that will integrate with existing Genetec AutoVu LPR and Parkmobile pay-by-phone payment options, Paylock and IPS Group integration and provide products and services to the City in accordance with the terms of this Agreement.

**Products and Description**

2.4.1 Samsung Galaxy S8 Phones – As set forth in Appendix C.
2.4.2 Zebra ZQ320 Bluetooth Printer – As set forth in Appendix C.
2.4.3 Transparent Rain guard covers
2.4.4 Customer Services Printers (includes printer and charger).

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3 SUPPORTIVE SERVICES

Services Personnel and Contracting. Contractor shall enter into a service agreement from a contractor or contractors acceptable to the City to provide a customer services center, and citation collection services.

Subcontracting Must be Authorized. Except as otherwise authorized under this Agreement, to ensure the quality of work performed for the City, Contractor is prohibited from subcontracting any of its duties under this Agreement or any part of it unless such subcontracting is first approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made by Contractor and a subcontractor that is in violation of this provision shall confer no rights on any party and shall be null and void.

City approved subcontractors for this agreement are as follows:

a) LAZ Parking is the approved subcontractor to provide Call Center Customer Services for the City.

b) Linebarger Goggin Blair & Sampson, LLP is the approved subcontractor to provide Professional collection Services for the City.

c) Dixon Resources Unlimited is the approved subcontractor to provide Client Support and Consultant Services for the City.

In the event of subcontracting, CONTRACTOR, accepts full and total responsibility for provision of service and attainment of qualifications. All subcontract employees shall be paid in compliance with the City’s Living Wage Ordinance.

CONTRACTOR shall provide the following services in conjunction with this Agreement:

3.1 Parking Permit Platform

3.1.1 Online permit application and renewals and provide real-time permit issuance data for handheld enforcement solutions.
3.1.2 Web based portal must support all commonly used modern browsers including Internet Explorer, Chrome, Firefox, Opera, and Safari; minimum versions IE11, Chrome61, Firefox 56, Safari 11 and Opera47.

3.1.3 PMS must allow customers to complete an application and upload credential evidence of residency online.

3.1.4 PMS shall allow customers to create their own accounts using ID/Password authentication to manage, edit and update their vehicle, license plate number, permit, and contact information.

3.1.5 PMS shall allow customers to renew and cancel their permits online.

3.1.6 PMS shall have ability to approve or deny parking permit applications based on geographical location of requested permit.

3.1.7 PMS shall provide 24 hour, 7 days/week, 365 days/year customer and staff online access (except planned system maintenance and/or upgrades).

3.1.8 PMS will allow partially completed online permit applications to be saved and completed at another time by the applicant or City staff.

3.1.9 PMS will offer a shopping cart feature that allows multiple permits to be registered to one residence in a single transaction.

3.1.10 PMS must provide for purchase of permits on-line without having to visit a physical facility.

3.1.11 PMS will make available automated expiration date and renewal notifying to permit holder.

3.1.12 PMS will provide customers with e-mail regarding the approval or status of their permit.

3.1.13 PMS will provide real-time permit issuance data to handheld enforcement technology solutions.

3.1.14 CONTRACTOR will prepare a “Frequently Asked Questions” ("FAQ") page to assist applicants through the on-line permit application process.

3.1.15 Contractor will provide detailed training and preparation of City's staff as detailed in Appendix E.

3.1.16 CONTRACTOR will lead City's transition to digital permits.

3.1.17 CONTRACTOR shall provide credit card processing including on-line payment capabilities and specifically accept Visa, Mastercard, Discover, American Express, Check and Debit cards at City's request.

CONTRACTOR shall provide Lockbox and other payment services from inception to
reconciliation, including the ability for on-line updates to DMV.

3.2 **Staff Use of Parking Permitting Platform**

3.2.1 PMS shall allow for multiple permit types, e.g., regular permits and guest permits.

3.2.2 PMS shall allow for the issuance of separate types of permits on either a rolling or scheduled basis.

3.2.3 PMS must have the ability to limit the number of permits issued to a user or address by capping the number of permits available to purchase, allowing staff to set different caps by permit type and permit area.

3.2.4 PMS must have the 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.

3.2.5 PMS shall have ability to check for unpaid parking citations and disallow issuance of permits before citations are paid.

3.2.6 PMS shall accept payment of unpaid citations before allowing on-line issuance of permits.

3.2.7 PMS acceptance of credit card payments - must be PCI compliant and the
payment processor must be able to produce an Attestation of Compliance certificate;

3.2.8 PMS must be capable of emailing receipts for permits issued online.

3.2.9 PMS must have ability to track customer name, address, phone number, parking permit history, vehicle type, and vehicle registrations.

3.2.10 PMS shall provide customizable dashboard that captures and presents key data elements and metric in a single online view, customizable at the user level. PMS shall provide the City the ability to monitor the number of permit applications that have been approved, rejected, or that are in pending status.

3.2.11 PMS shall provide the City the ability to edit customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), and maintain an audit history for all inputs and changes.

3.2.12 PMS shall allow for notes to be added by City staff to accounts during and after the permit registration process.

3.2.13 PMS shall allow City staff to search, update information, perform queries and run reports and reconciliations.

3.2.14 PMS shall have the ability to query RPP eligibility for permits based on type and area.

3.2.15 PMS shall allow individual dwelling units within the same address number to be able to have a different eligibility status.
3.2.16 PMS shall provide the City the functionality to communicate information via mass email and text with all current permit holders.

3.2.17 PMS shall provide the ability to attach, archive and retrieve email, correspondence letters, and other documentation at the customer/permit level.

3.2.18 PMS shall have customizable permission based user groups for different levels of access for City staff, specific to their user roles and responsibilities.

3.2.19 PMS must be able to export from queries to shapefiles, csv, xml and xlsx formats.

3.2.20 PMS shall allow for the removal and addition of various parking permit zones, allow residents in residential parking permit zones to request guest permits online, and allow for other parking permit iterations.

3.3 IVR

3.3.1 CONTRACTOR shall implement and staff a toll-free telephone line to provide direct customer support during normal business hours, Monday through Friday, 8am-5pm (Pacific Standard Time); IVR must include an announcement option for caller to speak to a live attendant. This option should be included in each prompt. Callers must not be placed on hold for longer than 2 minutes.

3.3.2 CONTRACTOR shall arrange for and maintain a toll-free telephone line that accepts citations payments including international credit cards 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.

3.3.3 The IVR system must recognize user inputs by touch tones and speech; include language support options to accept payments and provide information.

3.3.4 The IVR system shall offer the caller the option of transferring directly to a live CSR attendant during normal business hours (8am-5pm), and the CSR option must be provided early in the phone script and with each prompt.

3.3.5 CONTRACTOR must offer required translation services for all correspondence and phone calls related to services covered in this document, through in-house or subcontracted personnel, at no additional charge to the City.

3.4 Citation Management Platform
CMT software package shall process parking citations issued within the City, pursuant to California State law and City ordinance, which shall include citation tracking, payment acceptance, appeals processing and collections.

3.4.1 PMS must be an integrated system with ability to track citations from issuance to adjudication, payment and collections in real time.

3.4.2 PMS shall send and receive electronic data files in order to schedule hearings.
3.4.3 PMS shall have capability for City staff to correct dates, duplicated citations, violation codes and fine amounts.

3.4.4 PMS shall allow customers to pay citations immediately after issuance.

3.4.5 PMS shall allow online credit card payments 24 hours/day, 7 days/week – must be PCI compliant and the payment processor must be able to produce an Attestation of Compliance certificate.

3.4.6 PMS shall allow for notes and digital photographs to be attached to tickets, names, vehicles, addresses and accounts.

3.4.7 PMS shall provide online real-time citation information for customers, including citation issue date, delinquent date, amount owed, and, for parking citations, other open citations with the same license plate numbers; all searchable by name, license plate number, and/or citation number.

3.4.8 PMS must provide online appeal functions with attachment capabilities.

3.4.9 CONTRACTOR shall provide an online FAQ page accessible via desktop, tablet and mobile devices to assist customers through the appeals or correction process.

3.4.10 PMS shall allow for automation of invoicing, late fees, appeals, collections with scheduler functions.

3.4.11 PMS shall file and store all source documents and photos in a manner that allows for City’s online retrieval.

3.4.12 PMS must track customer name, address, other contact information including, but not limited to vehicle types and registration periods.

3.4.13 PMS shall track multiple customer relationships to vehicle, i.e. registered owner, permit holder and appellant.

3.4.14 PMS shall have ability to identify habitual or repeat parking violators vehicles.

3.4.15 PMS shall store and track previous and current owner information when transfer of vehicle ownership has occurred.

3.4.16 PMS shall store and track car rental agency reports of responsible billing parties; from parking citations.

3.4.17 PMS shall accept electronic files from Department of Motor Vehicle (“DMV”), VPN (registered owner information) and DMV payments files.

3.4.18 PMS shall have ability to manage supporting evidence submitted by customers in support of their appeals.

3.4.19 PMS shall have ability to sort citations by type of violation and/or defense.
3.4.20 PMS shall have ability to record case decisions.

3.4.21 PMS shall suspend action while appeals are under investigation.

3.4.22 PMS shall have ability to sort citations by type of violation and/or defense.

3.4.23 PMS shall have ability to record case decisions.

3.4.24 PMS shall have ability to generate letters and use customize liability reason codes.

3.5 Data Field Requirements (with storing and sorting capabilities)

The PMS shall be able to export all data to various formats such as shapefiles, CSV, tab delimited, Excel and email.

3.5.1 Citation number.
3.5.2 Date and time of issuance
3.5.3 Identification/badge number of issuing officer.
3.5.4 Vehicle license plate number.
3.5.5 Vehicle identification number.
3.5.6 State code
3.5.7 Registration expiration date
3.5.8 Vehicle make/color
3.5.9 Violation codes
3.5.10 Location of violation
3.5.11 Citation amount
3.5.12 Delinquent amount
3.5.13 Delinquent date
3.5.14 Received payments
3.5.15 Notification dates
3.5.16 DMV hold date
3.5.17 Date citation entered into system
3.5.18 Disposition codes
3.5.19 Registered owner information
3.5.20 Photos taken by issuing officers
3.5.21 Warnings and alerts
3.5.22 Attachments
3.5.23 Comment field of 50 characters or more, both for the public and for staff only

3.6 – INTENTIONALLY DELETED

3.7 Parking Management System Responsibilities

The following services are performed by Customer Service Center:

Parking Citations Processing

3.7.1 Receive and date stamp all handwritten citations.
3.7.2 Enter and process handwritten citations into the software system; with 100% accuracy.

3.7.3 Batch, record, and verify receipt of all handwritten citations within two (2) business days.

3.7.4 Correct dates, duplicated citations, violation codes and fine amounts.

3.7.5 Process all correspondence within two (2) business days from date of receipt.

3.7.6 Obtain prior approval from the City on all standard forms, notices of delinquent violation, and correspondence, and ensure that all forms conform to applicable State and Federal laws.

3.7.7 Allow credit card payments via web and telephone. CONTRACTOR must be PCI compliant and will provide an attestation of compliance at the City’s request.

3.7.8 Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, and identify time frames, and any other pertinent information in order to contest a citation by mail or in-person.

3.7.9 Maintain the system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.

3.7.10 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.

**Registered Owner Name and Information Retrieval from California Department of Motor Vehicles**

3.7.11 Have access to registered owner information from California Department of Motor Vehicles (DMV).

3.7.12 Be responsible for any and all fees associated with obtaining registered owner information.

3.7.13 Validate DMV vehicle makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation.

3.7.14 Review DMV “No Hit” list to insure that license plate and state have been entered correctly.

3.7.15 Continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information on the system.

**Registered Owner Name and Information Retrieval from Out-of-State DMV**

3.7.16 Obtain registered owner information from all out-of-state DMV agencies and Transportation Ministries in Canada.

3.7.17 Mail collection letters.

3.7.18 Communicate with individuals outside of the United States who were issued a parking citation by the City.
3.7.19 Responsible for any and all fees associated with obtaining registered owner information.

**DMV Registration Holds/Releases**

3.7.20 Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City.

3.7.21 Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City.

3.7.22 Place registration holds on the unpaid balance, for citations that have not been paid in full.

3.7.23 Notify DMV of any change in the bail amount of citations on hold.

3.7.24 Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time.

3.7.25 Provide a monthly report of all reported vehicle make mismatches and bad address mail returns, which shall include citation number, license plate number with State, and error explanation.

**Registered Owner Correspondence**

3.7.26 Mail parking violation notices within fifteen (15) calendar days after the date of citation issuance.

3.7.27 Process and mail Drive Away notices to registered owners of vehicles that drive away from the officer at citation issuance time, as required by the California Vehicle Code (CVC).

3.7.28 Provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication.

3.7.29 Generate delinquent notices for unpaid citations twenty-one (21) days after the issued date of the violation within a time period as directed by the City.

3.7.30 Mail notices to lessees or renters of cited vehicles, including loaner vehicles, when provided with proof of written lease or rental agreement.

3.7.31 Generate and mail Notice of Intent to submit to Franchise Tax Board (FTB) prior to creating the FTB submission file.

**Payment Processing**

3.7.32 Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the City's bank account.

3.7.33 Conduct daily reconciliation of all payments entered with bank deposits.

3.7.34 Provide daily reporting of bank deposits made for the City.

3.7.35 Retain a complete audit trail for each citation.
3.7.36 File and store all source documents in an easily retrievable system.
3.7.37 Indicate all applicable citation numbers on checks submitted to the City.

3.7.38 Track rebilling on partial payments, checks returned for insufficient funds upon notification from the City, vehicle change of ownership, and leased vehicle information.

3.7.39 Credit card payments shall be immediately updated to the City’s database in real time.

3.7.40 Verify payment data against the citation record at the time of payment to insure that the payment is due and correct.

3.7.41 Identify and process partial payments.

3.7.42 Reconcile payments to funds deposited to the bank. Payments shall be reconciled daily with bank deposits.

3.7.43 Integrate with the City’s financial system.

3.7.44 Checks payable to City of Berkeley should be forwarded to a designated lockbox and deposited into the City’s depository account via remote capture deposit.

3.7.45 Responsible for the security of cardholder data the CONTRACTOR possesses. CONTRACTOR further acknowledges that it will maintain all applicable PCI DSS requirements to the extent the contractor handles, has access to, or otherwise stores, processes, or transmits the City customer’s cardholder data or sensitive authentication data, and to the extent that it could impact the security of City’s cardholder data environment. The CONTRACTOR, and any subcontractor must submit to the City initially and on an annual basis a PCI DSS Attestation of Compliance and/or Report of Compliance.

**Process Refunds for Citations and Permits**

3.7.46 Process citation refunds for customer requested, adjudicated and proactive overpayment refunds.

3.7.47 Determine eligibility based upon the City’s business rules.

3.7.48 Submit up loadable files and supporting files to accompany the detailed refund information, citation information and refund reason. Information to include: Citation number or Permit Number; Name & address; Refund amount; Reason for overpayment and; Account balance.

3.7.49 Document submission of refund file to City in citation notes.

3.7.50 Document completed refund information in citation notes.

**Permit Processing**

3.7.51 Provide a toll-free number to be used exclusively for permit applications with live operators to assist applicants during the permit registration process.

3.7.52 Enter and process payments within one (1) business day of receipt, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank
deposits to the City’s designated bank account. Proposer should have the ability to receive and process mailed permit applications within 48 hours of receipt and provide confirmation/follow up of residency requirements with application.

**Administrative Hearings**

3.7.53 Provide tracking and correspondence for all administrative hearing requests.

3.7.54 Enter and maintain a database of all administrative hearing requests, showing current status of each request. System must be integrated with the parking citation issuance and processing system. Ensure a result is received for each correspondence.

3.7.55 Schedule administrative hearings and forward the schedule to the City.

3.7.56 Provide a web portal for self-scheduling of administrative hearings.

3.7.57 Print and mail (by first class mail) customized administrative hearing notification letters on behalf of the City.

3.7.58 Respond to inquiries from the City and the public regarding date of administrative hearings, mailing dates, locations of administrative hearings and directions to administrative hearing locations.

3.7.59 Send follow-up letters should administrative hearing location or date changes be necessary.

3.7.60 The Hearing Officer will forward results of the administrative hearing to the City and to the CONTRACTOR. Letters regarding the results of administrative hearings will be mailed to the appellant by the CONTRACTOR.

3.7.61 Provide supporting documentation to the City, when a refund is appropriate. The City will issue the refund.

3.7.62 Provide monthly, quarterly and annual reports of review results by citation number

**System Reports**

3.7.63 CONTRACTOR shall create and maintain basic daily reports of financial and parking activity. These records shall be made available to City on a daily basis to the City’s Police Department/ Parking Enforcement Division, to permit routine audit and general and detailed analyses of rates, fees due, cashier performance, and parking enforcement activity, and to support logical management decisions with respect to policy development and modification, rate setting, and staffing. Reports shall include the following:

3.7.63.1 a) Repeat offender list (5 or more violations, same vehicle), b) Citations by officer, c) Citations by violation, d) Citation status report, e) Citations by location, f) Out of state status, g) Out of state revenues, h) Cashiering reports for reconciliation, i) Hot sheet - scofflaws (5 or more any violations), j) Distribution revenue summary, k) Revenue by specific accounts, l) Monthly and annual citation statistics, m) Citation summaries, n) Bail payment summaries, o) DMV citation cleared with bail (collected), p) DMV citation cleared with bail (collected), q) DMV citations cleared without bail (not collected), r) DMV
registration hold listing, s) Refunds report, On demand query reports for all users, and t) Report writer tool for report development.

3.5.63.2 CONTRACTOR shall provide to City an accurate statement or report of daily transactions and other reports in such form and at such intervals as shall be specified by the City. Frequency for submitting daily reports shall be based on the cycle mutually agreed to by the CONTRACTOR and the City.

3.5.63.3 City may request customized reports.

Fraud Prevention

3.7.4 CONTRACTOR shall carry out on a routine and surprise basis a comprehensive audit program of its cashiers and fee computer receipts.

3.7.5 CONTRACTOR shall establish and maintain a program for selection of employees assigned to revenue collections and for monitoring their conduct in a manner that is reasonably calculated to preclude theft by CONTRACTOR’s employees.

3.8 All data related to the parking management system will be maintained by the CONTRACTOR and replicated on one or more servers with point in in time recovery available. Further redundancy will be provided by replicating the data daily on a secure server located within the continental United States. Data active database and archived after a minimum of three years with long-term archives available for up to five years. Prior to being purged, all archived data will be provided to the City for retention beyond five years.

4 REPORT REQUIREMENTS

4.1 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

4.1.1 Disaster Recovery/Backup Plan. It is the responsibility of the CONTRACTOR to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the CONTRACTOR must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The CONTRACTOR shall provide documentation to City with its disaster recovery and back-up plan, which at a minimum should address the following:

4.1.2 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

4.1.3 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

4.1.4 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

4.1.5 alternate processing arrangements to meet business resumption requirements; and
4.1.6 proposed annual and comprehensive testing of emergency procedures; and

4.1.7 alternate processing arrangements in the event of a lack of access to the CONTRACTOR’s main processing site.

4.1.8 Credit card numbers shall never be stored in a manner that is inconsistent with PCI-DSS or PA-DSS guidelines.

4.2 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

4.2.1 The CONTRACTOR shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under the Contract, in accordance with generally accepted accounting practices. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The CONTRACTOR shall provide proper facilities for such access. The CONTRACTOR shall not charge the City for time spent assisting the City in reviewing said documents.

4.2.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The CONTRACTOR agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the CONTRACTOR, the City's representative shall afford the CONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the CONTRACTOR.

4.2.3 The CONTRACTOR shall maintain copies of the complete records of the execution of the Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under the Contract.

4.2.4 Accounting records as above shall be maintained and made available during performance of the work under the Contract for three years from date the Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

4.2.5 The City shall audit reports provided by the management system against the money collected by the City and against third-party reports.

4.2.6 The CONTRACTOR shall make any general software system enhancements available to the City at no additional charge. General enhancements shall include the addition, modification, or upgrade of any reporting or configuration feature compatible with the OPS Man, OPS Mobile or RCM Pay back office. However, any
data costs associated with downloading such software upgrades to handhelds will apply. Additional charges may apply for new software that requires new or upgraded hardware.

4.3 The CONTRACTOR shall provide all reasonable and necessary assistance for establishing the language, transition, and general configuration of the handheld screen. This assistance shall count as a standard software enhancement and shall not include any custom programming.

Any new product developments, hardware or services not currently available and not deemed by the CONTRACTOR to fall under the definition of a general software system enhancement, which may be added to the system in the future, will be quoted to the City at the time they are commercially available.

5 INSTALLATION/INSPECTION SHIPPING

5.1 CONTRACTOR shall be responsible for all shipping and delivery costs associated with original order. Future orders shall be FOB Destination – Prepay and Add Shipping

5.2 CONTRACTOR shall deliver new, fully-tested equipment to the respective, specified site locations at mutually agreed upon time(s) and date(s).

5.3 City will inspect the handheld equipment in the field after installation, and the OPS Man and OPS Mobile are integrated and communicating with the Automated License Plate Reader (ALPR) equipment and Parkmobile.

5.3.1 Coordinated installation of all equipment will take place according to a pre-defined deployment plan submitted by the CONTRACTOR.

5.4 Any change(s) to this delivery schedule shall be made in writing at least ten (10) business days before the schedule date(s).

6 CITY’S RESPONSIBILITIES

6.1 City staff, in conjunction with CONTRACTOR’s staff, shall inspect handheld equipment following installation to ensure proper installation and operation.

6.2 City shall evidence its acceptance of the equipment under the Agreement by delivery to the CONTRACTOR of an Equipment Acceptance email from the Contract Manager.

7 SECURITY DATA REQUIREMENTS

The CONTRACTOR shall provide a data security program to include the following physical, technical and administrative measures designed to protect customer data from unauthorized access, acquisition, use, disclosure, or destruction.

7.1 Physical Security Measures
Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example, fencing, berms, guarded gates), on-site guards, biometric controls,
CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

7.1.1 Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

7.1.2 Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing customer data.

7.2 Technical and Administrative Measures

7.2.1 Maintain a written security program of policies, procedures and controls governing the processing, storage, transmission and security of customer data.

7.2.2 Establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 18/SOC1 and SOC2 Type 2 (or equivalent controls) and at least once per calendar year perform an assessment against such standards.

7.2.3 Ensure that all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.

7.2.4 Transfer and store off-site all backups of data for disaster recovery.

7.2.5 Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet.

8 CONTRACT PERFORMANCE REQUIREMENTS

8.1 The City shall monitor the contract and, expects the contract project manager to meet with the City as a group on a monthly basis and individually on an as-needed basis to review service levels and identify action items. Meeting by teleconference or video conference shall be acceptable, after initial implementation of system is accepted.

8.2 The Project Manager shall inform the City of any unacceptable performance of duties covered in the scope of services and require remedial action within acceptable timeframes. The City may request written documentation of the incident and corrective action taken by the CONTRACTOR. The City shall require employee training for our employees at the expense of the CONTRACTOR on a case-by-case basis, as needed during the term of the contract; remote training shall be performed at no additional charge but on-site training requires reimbursement to CONTRACTOR as set forth in Appendix C.

8.3 The CONTRACTOR’s headquarters and cashiering facility must be compliant with the American with Disabilities Act (ADA) regarding disabled access to physical premises.

8.4 The CONTRACTOR shall repair or replace, CONTRACTOR’s system hardware, personal
computers, Local Area Network hardware, and printers which fail to perform, in accordance with the specifications set forth in this contract.

**Standards**

8.5 The CONTRACTOR shall provide its staff continuous training in order to maintain an accuracy rate of 99.9% for all services provided by the CONTRACTOR as specified in the Contract.

8.6 Uploading electronic citations in real time daily.

8.7 Forward correspondence outside of scope of service provided or that requires City action within 24 hours or by the end of the next business day.

8.8 Customer Call Center shall provide interpreter services for Spanish telephone calls during normal business hours (Monday through Friday) 8:00am to 5:00pm and guarantee turnaround time of no more than 2 business days for correspondence after scanning and indexing.

8.9 Project Manager will be available a minimum of 30% of their work week to the City of Berkeley.

8.10 Database and all subsystem platforms must be available 20 hours per day, 7 days a week, except for maintenance windows that are approved by the City.

8.11 The CONTRACTOR shall maintain performance levels as described in this section.

8.12 The CONTRACTOR shall provide objective and mutually agreeable methods of measurement to enable the City to monitor the customer service level specific performance standards and penalties are listed below:

**Minimum Uptime Performance**

8.13 CONTRACTOR will use commercially reasonable efforts to make its system available with an Uptime Percentage of at least 98%. CONTRACTOR will notify the City's Systems Administrators and designated backups of any system outage, and take steps to remedy any issues to make the system accessible as quickly as possible. In the event of a scheduled outage, the CONTRACTOR will notify the City's Systems Administrators and designated backups at least two weeks prior to the outage. Notices will be sent via e-mail. During the system outage, a notification page will be displayed stating the system is undergoing maintenance and also stating the scheduled outages times.

8.13.1 CONTRACTOR will give the City credits if the average uptime is below 98% within any calendar month. Credits will be in the form of a monetary rebate to the net paid to the City based on the following schedule for each calendar month:

- 8.13.2 Uptime between 98% - 95% - Rebate of 2% of the average net revenue over the previous three full months
- 8.13.3 Uptime between 94.9% - 90% - Rebate of 10% of the average net revenue over the previous three full months
- 8.13.4 Uptime below 90% - Rebate of 30% of the average net revenue over the previous three months

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Maintenance of the System

8.14 CONTRACTOR shall use its best efforts not to perform maintenance during business hours. If necessary, CONTRACTOR may perform maintenance of the system during business hours, provided CONTRACTOR provides City with at least twenty-four (24) hours advance notice before the start of the work.

8.14.1 CONTRACTOR makes a daily backup of data and is available to client for the life of the contract.

Errors and Interruptions

8.15 When an error or interruption occurs in the Services, City shall inform CONTRACTOR as soon as possible. CONTRACTOR shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by CONTRACTOR within five (5) business days from the date when the error or interruption is reported to CONTRACTOR, then CONTRACTOR may issue a credit for the Services during such downtime. Time spent by CONTRACTOR to restore and support to interruptions and errors caused by City and not attributable to CONTRACTOR shall be charged at the hourly rate of $180.

8.15.1 In the event that the City and CONTRACTOR disagree about whether an error or interruption has been resolved, the City and CONTRACTOR shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then the City shall not be entitled to a credit for the Software during the downtime.

Incident Reporting

8.16 If any of the Agreement-required functions are interrupted:

8.16.1 CONTRACTOR shall complete the recovery, resumption, and/or restoration activities as described in CONTRACTOR's plan to ensure continued compliance with all of the service levels set forth in this Agreement.

8.16.2 Within 2 hours: Notify City of Berkeley's Information Technology of within two hours of an interruption of an Agreement-required function, an initial report that includes the nature of the interruption and an estimate of the time it will take to return to Agreement-required service levels.

8.12.3 Following restoration of Agreement-required functions to normal: CONTRACTOR shall provide City a complete report within 10 days, including a description of each Agreement-required function interrupted, the time required for recovery and return to Agreement-required service levels, Agreement-required products or services that were not provided or only partially provided as a result of the interruption, the specific corrective action taken, and the material effect, if any, on City and whether or not the Plan was adhered to and if not, what changes will be made to the Plan.
8.12.4 If CONTRACTOR receives notice or other alert (including any complaint or report CONTRACTOR receives from a third party, including customers) as to any actual or potential security intrusion or violation that will or could affect the City, its other CONTRACTORS, or users of the application / service under this Agreement in matters exposing or impacting confidential information, including without limitation, customer data and financial data (such as leak or loss), or service and system integrity and transactional accountability (such as failure/loss of fraud detection systems, data diddling, errors and omissions, etc.):

8.12.5 Within 24 hours: CONTRACTOR shall notify City of Berkeley's Information Technology Security Manager of the alert and incident. In the notification, report on the nature of the incident, estimated impact on City and investigative action taken or planned. Incidents include, without limitation, violations or potential violations of a federal or state law and industry regulations, including without limitation PCI and its implementing requirements.

8.12.7 Within 3 business days after the initial incident report: CONTRACTOR shall provide City with a written updated report that summarizes the results of the investigative action and corrective/remedial action taken.

8.12.8 Upon completion of the investigation: CONTRACTOR shall provide City with a final written report that gives a full accounting of the extent of the security intrusion or security violation; a description of any confidential information disclosed, destroyed, compromised or altered; specific corrective/remedial action taken; all supporting technical documentation that may include without limitation application and system network logs, and the cyber security impact on City and its systems.

8.3 Information Security and Privacy

8.3.1 Provider understands and agrees that, in the performance of the services under this Agreement, Provider may have access to private or confidential information owned or controlled by City and that such information may contain confidential or proprietary details, the disclosure of which to third parties may be damaging to City.

8.3.2 Provider's provision of Hosted Services requires Provider to collect information that may include confidential and private information from/or about third parties. Provider will store the information on a secure remote server using reasonable safeguards in accordance with Provider's published on-line privacy policies and in compliance with applicable laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information. Provider shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary and confidential data. City will be responsible for protecting the privacy and security of any information that City retrieves from Provider's servers and shall prevent any unauthorized or illegal use or dissemination of such information and shall be solely responsible for ensuring compliance with any applicable data and privacy protection laws, codes of practice, and other legal obligations associated with the collection, use and disclosure of personal information by City, including such disclosure to Provider as is necessary for Provider to provide the Services to City.

8.4 Security Documentation

Provide security documentation for the PMS. This should include security diagrams and other
documentation such as architecture, policies, procedures, and compliance with laws SSAE-16, HIPAA, SOX, FedRAMP, etc., to the extent applicable. Security patches and software upgrades should be current, and backup procedures for remote files and databases should be put in place. Third party software integration should be verified.

8.4.1 Please attach the Data Center Security Guide, including but not limited to:
   8.4.1.1 Physical, Admin and Technical Security Controls;
   8.4.1.2 Data Breach Notification Procedures;
   8.4.1.3 Security Program; and
   8.4.1.4 System Upgrade Policy

8.5.1 Disaster Availability

In the event the Hosted Service or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, Provider will make all commercially reasonable efforts to facilitate the expeditious restoration of the services. Where Provider is unable to restore Services in a reasonable timeframe, City may exercise its right to terminate the agreement.

8.5.2 Return of City Data

Within thirty (30) days of notification of termination of this Agreement, Provider shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of City’s data contained in Provider’s system. The structure of the relational database will be specific to the City’s data and will not be representative of the proprietary Provider’s database.

END OF APPENDIX B
APPENDIX C

PAYMENT TERMS

This Appendix is attached to and incorporated by reference in the Contract made between the CITY OF BERKELEY ("City") and Passport Labs, Inc., ("CONTRACTOR"), providing for the licensing and services related to a Parking Management System purchase.

1 Contract Price for the furnishing of all Licenses, Services and Equipment shall not exceed $2.87 million dollars, unless otherwise stated herein. For the convenience of the parties, the Contract price includes the following expenses as noted in the price chart below:

The items quantities, descriptions and unit prices that CONTRACTOR will provide under this agreement are:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Qty</th>
<th>Item</th>
<th>Unit Price</th>
<th>Other</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>30</td>
<td>Option 1: Enforcement Handhelds (Samsung Galaxy S8)</td>
<td>$785.00</td>
<td></td>
<td>$23,550.00</td>
</tr>
<tr>
<td>1b</td>
<td>30</td>
<td>Option 2: Enforcement Scanner Package (Each package includes one (1) of each of the following: 1.) Zebra TC56 Android Scanner; 2.) Case w/ hand strap; 3.) quick charging cable; 4.) and wall plug)</td>
<td>$1,800.00 per package</td>
<td></td>
<td>$54,000.00</td>
</tr>
<tr>
<td>1c</td>
<td>30</td>
<td>Option 3: Subscription Samsung Galaxy S8 and Zebra printer includes phone, printer, data, charger, battery, case, screen protector and full replacement warranty</td>
<td>$150 each/month per year</td>
<td></td>
<td>$54,000.00</td>
</tr>
<tr>
<td>2</td>
<td>30</td>
<td>Handheld Charging Stations</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>3</td>
<td>30</td>
<td>Handheld Batteries</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>4</td>
<td>30</td>
<td>Handheld Carrying Case</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Handheld Screen Protector</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Enforcement Handheld Replacements</td>
<td>$785.00 each</td>
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<tr>
<td>7</td>
<td>30</td>
<td>Printers</td>
<td>$600.00 each</td>
<td></td>
<td>$18,000.00</td>
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<td>8</td>
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<td>Printer Charging Station</td>
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<td>Printer Batteries</td>
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<tr>
<td>10</td>
<td></td>
<td>Zebra ZQ320 blue tooth Printer</td>
<td>$600 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>ZQ320 Case</td>
<td>$50 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>ZQ320 Strap $10</td>
<td>$10.00 each</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td></td>
<td>ZQ320 Four (4) Charger Rack</td>
<td>$275 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>ZQ320 Battery</td>
<td>$75.00 each</td>
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<tr>
<td>Item No.</td>
<td>Qty</td>
<td>Item</td>
<td>Unit Price</td>
<td>Other</td>
<td>Extended Price</td>
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<tr>
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<td>------------</td>
<td>---------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>ZQ320 Charger</td>
<td>$30</td>
<td>each</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>ZQ320 Car Charger</td>
<td>$30</td>
<td>each</td>
<td></td>
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<td>17</td>
<td>30</td>
<td>Printer Carrying Case</td>
<td>Included</td>
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<td>Included</td>
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<tr>
<td>18</td>
<td>30</td>
<td>Transparent Rain Guard Covers</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>19</td>
<td>10,471</td>
<td>Custom Citation rolls approx. 70 per roll Pre-printed Paper</td>
<td>$6,600.00</td>
<td>per year</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>20</td>
<td>3600</td>
<td>Handwritten Citations (w/Envelopes)</td>
<td>$1,521.30</td>
<td>per year</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Handheld Envelops</td>
<td>Included</td>
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<td>Included</td>
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<tr>
<td>22</td>
<td>6</td>
<td>Customer Services Printers (unless otherwise mutually agreed to by the parties based on the model of printers)</td>
<td>$600.00</td>
<td></td>
<td></td>
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<tr>
<td>23</td>
<td>5</td>
<td>Wireless Service</td>
<td>$17,280.00</td>
<td>per year</td>
<td>$86,400.00</td>
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**SERVICES/ON-GOING FEES**

<table>
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<tr>
<th>Item No.</th>
<th>Qty</th>
<th>Item</th>
<th>Unit Price</th>
<th>Other</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td></td>
<td>Citation Issued Fee</td>
<td>$0.95</td>
<td>per citation issued</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td>Correspondence Letters</td>
<td>$1.15</td>
<td>per letter</td>
<td></td>
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<tr>
<td>26</td>
<td></td>
<td>Special Collection - Collection Agency Notices</td>
<td>$1.15</td>
<td>per letter</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>Payment Processing (the City may pass this fee on to the violator, provided, however, nothing herein shall release the City from making such payment to Contractor)</td>
<td>$3.00</td>
<td>per transaction online</td>
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<tr>
<td>28</td>
<td></td>
<td>Citation Adjudication Correspondences -Mail</td>
<td>$1.15</td>
<td>per notice</td>
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<tr>
<td>29</td>
<td>1</td>
<td>Citation Adjudication Correspondences -Email</td>
<td>Included</td>
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<td>Included</td>
</tr>
<tr>
<td>30</td>
<td>1</td>
<td>Mail-in Correspondences-Email</td>
<td>Included</td>
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<td>Included</td>
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<tr>
<td>31</td>
<td></td>
<td>Merchant Processing Fee (secured payment)</td>
<td>2.9%+ $0.25</td>
<td>per transaction</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>Transaction Fee (gateway)</td>
<td>$0.05</td>
<td>per transaction</td>
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<tr>
<td>33</td>
<td>1</td>
<td>Administrative Hearing Services</td>
<td>Included</td>
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<tr>
<td>34</td>
<td>1</td>
<td>CA DMV Look-up</td>
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<td>35</td>
<td>1</td>
<td>Out-of-State Collections</td>
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<tr>
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<td>Description</td>
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<td>36</td>
<td>1</td>
<td>Franchise Tax Board</td>
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<tr>
<td>37</td>
<td></td>
<td>Permit Notice - Mail</td>
<td>$1.15</td>
<td>per notice</td>
<td></td>
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<tr>
<td>38</td>
<td>1</td>
<td>Permit Notice - Email</td>
<td>Included</td>
<td>Included</td>
<td></td>
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<tr>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>40</td>
<td>1</td>
<td>Annual Permit Fulfillment Fee(^1)</td>
<td>$2.25</td>
<td>per permit</td>
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<tr>
<td>41</td>
<td>1</td>
<td>Visitor Permit Fulfillment Fee(^1)</td>
<td>$2.25</td>
<td>per permit</td>
<td></td>
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<tr>
<td>42</td>
<td>1</td>
<td>IVR Services Permit Management</td>
<td>Included</td>
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<tr>
<td>43</td>
<td>1</td>
<td>Call Center - Services Customer Service</td>
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<tr>
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<td>On-going Support Project Management</td>
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<tr>
<td>45</td>
<td>1</td>
<td>Technical support for all PMS applications during business hours</td>
<td>Included</td>
<td>Included</td>
<td></td>
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<tr>
<td>46a</td>
<td></td>
<td>Training Remote</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>46 b</td>
<td></td>
<td>Training on site</td>
<td>$895.00 per Contractor representative day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>Implementation Support(^2)</td>
<td>$7,975.00 per month year 1</td>
<td>$95,700.00 per month/year 2-contract expiration or termination</td>
<td>$71,7600.00</td>
</tr>
<tr>
<td>48</td>
<td>1</td>
<td>Project Management Support(^4)</td>
<td>$5,980.00</td>
<td>per month (which such monthly amount shall include up to and including 50,000 digital issued permits per year. City shall pay CONTRACTOR $1.00 per permit issued for any permits issued above 50,000 in any given twelve month period, commencing on</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>1</td>
<td>Permit Software License Fee</td>
<td>$3,125.00</td>
<td>$112,500.00 (monthly fee for 36 months)</td>
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<tr>
<td>50</td>
<td>Special Collections²</td>
<td>25% of Charged to delinquent account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>----------------------</td>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For the avoidance of doubt, Annual Permit Fulfillment and Visitor Permit Fulfillment are separate and distinct from the Permit Software License Fee identified in Line 49 above. Annual Permit Fulfillment and Visitor Permit Fulfillment refer to the create and mailing of hard-copy, physical permits and the identified pricing assume 2 3/4" x 4 3/4" Hang Tag and 3" x 3" Decal and 15 color changes, standard envelope and UPS Ground shipping fulfillment.

²Special Collections fee based on City assigning delinquent citations to Passport twenty-one (21) days after mailing a second notice (approximately 49 days after citation issuance).

³Implementation support project manager and/or assigned personnel to be on-site during PMS implementation go-live date and weeks after for a total of 6 weeks minimum.

⁴Includes one (1) on-site visit per quarter and regular remote support.

END OF APPENDIX C
APPENDIX D

EQUIPMENT SPECIFICATIONS

This Appendix is attached to and incorporated by reference in the Contract made February, 2019 between the CITY OF BERKELEY (“City”) and Passport Labs, Inc., (“CONTRACTOR”), providing for the licensing and services related to a Parking Management System purchase.

Handheld Device Test Period

During a mutually agreed upon test period, CONTRACTOR will provide a minimum of two (2) different manufacturer(s) or model(s) handheld devices and two units with blue tooth enabled separate printers shall be made available for field testing by Parking Enforcement Officers (PEO’s).

Handheld Citation Issuance Devices

The handheld citation issuance devices shall include the following features:

1. Water resistant;
2. Ruggedized;
3. Light weight;
4. Durable screen that is scratch resistant over the life of the device;
5. Screen is easily viewable in full sun light and at night;
6. Multiple supported operating systems;
7. Extended battery operation, minimum 10 hours;
8. Wireless communications and data download capability (4G or LTE, at a minimum);
9. Printer (all-in-one or separate);
10. Color camera;
11. Enabled for portable printer communications;
12. GPS location identification and reporting capability;
13. Device has separate, removable media/flash card (if proprietary reader required, Proposer will supply);
14. Proposer to specify size of RAM and application responsiveness when providing requested application processing and daily hot list storage/search functions;
14. Proposer to specify size of RAM and application responsiveness when providing requested application processing and daily hot list storage/search functions;

15. Bar code reader;

16. License Plate Reader (LPR) capability;

17. Notification capability;

18. In-vehicle charger;

19. USB plug-in port; and

20. A maintenance and warranty service for handhelds and printers for the length of the contract term.

**Handheld Citation Issuance Device Software**

The handheld software shall:

1. Accept electronic files of scofflaw and parking permits on a daily basis;

2. Provide a user-friendly interface for ease of use and durability;

3. Be configurable so that the City may select data entry fields and make them a required entry, an optional entry, or an unused field;

4. Require a password/security sign on to prevent unauthorized use;

5. Support entry of information such as vehicle make, model, color, style, plate type, violation, void and standard codes;

6. Easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process;

7. 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;

8. 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;

9. Produce a voided ticket audit trail;

10. Automatically transfer and upload citations issued by the handheld computer;

11. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.);

12. 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;

13. Support monitoring of vehicles in a fixed time zone;

14. Timestamp transactions by the system’s internal clock;

15. Support the issuance and tracking of warnings as well as actual citations;

16. Support standard location codes and descriptions, location comments, and block numbers. Locations shall also be manually generated when necessary; and
17. Able to report issues in the field real time reporting of malfunctioning or missing parking equipment and faded curbs. Reports shall be directed to the City’s CRM software.

Handheld Software Support

Software support shall:

1. Provide free technical support and troubleshooting assistance during normal City business hours Monday through Friday 8:00am – 5:00pm, with a help desk available for 24/7 support;

2. Provide available staff support during normal City business hours;

3. Provide on-going support and training to the City using real-time remote support capability with existing internet browser applications;

4. Provide user manuals which include step-by-step instructions.

5. Installation of handheld elements and parts;

6. Troubleshooting problems;

END OF APPENDIX D
APPENDIX E

DETAILED TRAINING OUTLINE

The City expects Contractor project manager and/or assigned personnel to be on-site during parking management implementation go-live date and weeks after for a total of six weeks minimum. City requires on-site training for city staff, enforcement, customer service (sales & refunds), management overview, and reports.

Specific Training schedule to be determined as agreed by City and CONTRACTOR.

The CONTRACTOR shall provide training for Parking Management personnel covering the operation of the handheld devices and citation management system. The City requires training to be allocated to four (4) main units: Customer Service, Enforcement, Adjudication, and Technical personnel approved by the city. The CONTRACTOR shall conduct the comprehensive training course. The training courses shall be conducted at least 14 days prior to the start of the “go-live” date. The courses shall be conducted at City offices at a time agreed upon by the City and the CONTRACTOR. As set forth in Appendix C the implementation support requires vendor project manager and/or assigned personnel to be on site during parking management implementation go-live date and weeks after for a total of 6 weeks minimum. In addition if City requests additional training for city staff the CONTRACTOR will come on site to conduct training as requested at no additional cost to the city.

Training will include all aspects needed to operate the CONTRACTOR’S system including but not limited to:

- Close out cashiers and balance cash drawers at end of shift/day.
- Running appropriate report
- Add/Delete users
- Waive and reduce fees
- Issue vouchers for refunds
- Update/correct errors
- Tracking productivity of staff
- Update and generate records/forms
- Perform daily reconciliation of accounts
- Understanding any and all system messages provided by PMS, including but not limited to alarm messages.
- Understanding the purpose and data contained within any and all reports produced by the PMS.
- IT personnel shall be fully trained in the use of the handheld devices for electronic workflow, responding to maintenance alarms and alerts, ensuring information is downloaded to the database the opening/closing of assigned tasks and any other task necessary for the functionality of the system.
- System Administrators shall be trained to operate and perform appropriate programming for the PMS and handheld devices and to statistical reports which reveal trends in revenue generation, and based on information available in the PMS, to perform checks and balances over actions of all employees.
- Adjudication Personnel shall be trained on hearings, issuing finding, reviewing contestation documents, reducing/waving fees, conducting boot hearings and any other task necessary for the functionality of the PMS.
- Enforcement Personnel shall be fully trained in issuing citations and warnings, using the
APPENDIX F

PAYMENT CARD INDUSTRY (PCI) COMPLIANCE for THIRD PARTY PROVIDERS

This Appendix is attached to and incorporated by reference in the Contract made February 4, 2019 between the CITY OF BERKELEY (“City”) and Passport Labs, Inc., (“CONTRACTOR”), providing for the licensing and services related to a Parking Management System purchase.

1. Operator shall be responsible for the security of customer information to the most recent Payment Card Industry Data Security Standard (PCI-DSS) as updated by the Payment Card Industry Security Standard Council. A Level 1 PCI-DSS secure gateway services system for the CONTRACTOR’s entire system. CONTRACTOR is to maintain these certifications without lapse throughout the term of the Agreement.

2. Within 30 days of execution of this Agreement, CONTRACTOR shall provide an Attestation of Compliance (AOC). CONTRACTOR shall annually provide the AOC or other PCI compliance document acceptable to the City on the anniversary date of this Agreement or the AOC renewal date.

3. At the same time that the CONTRACTOR provides its PCI compliance documents, CONTRACTOR shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that CONTRACTOR will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent CONTRACTOR handles, has access to, or otherwise stores, processes, or transmits City customers’ cardholder data or sensitive authentication data or manages the City’s cardholder data environment on behalf of the City. CONTRACTOR shall sign the City’s responsibility Matrix, acknowledging its role in PCI Compliance.

4. Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, CONTRACTOR shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.

5. Within 30 days of this Agreement, CONTRACTOR shall provide a copy of the CONTRACTOR’s Incident Response Plan (“IRP”) that will be implemented in the event of system and/or data breach/compromise. The IRP must be tested and updated at least annually. The IRP shall include but not be limited to:
   a) Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the City and the payment card brands (Visa and MasterCard).
   b) Specific incident response procedures.
   c) Business recovery and continuity procedures.
   d) Data back-up processes.
   e) Analysis of legal requirements for reporting compromises.
   f) Coverage and responses of all critical system components.
   g) Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard).

6. CONTRACTOR shall provide documentation of its systems, as they pertain to the City’s Cardholder Data Environment (“CDE”). The term “Systems” includes not only the information...
Cardholder Data Environment ("CDE"). The term "Systems" includes not only the information systems that collect and store data, but also all of their connections and components that are linked to the Cardholder Data Environment. CONTRACTOR shall provide CDE diagrams and narrative clearly illustrating and describing all connecting devices, processes (payment channels and business functions), technologies (e-commerce systems, internal network segments, processor connections, POS systems), people (technical support, telephone operators and those who may have access to card data) and locations (call centers, data centers and locations where cardholder data is stored, processed, transmitted or available in media: physical reports or e-reports.) In addition, CONTRACTOR shall provide documentation for the City to assess CONTRACTOR systems that store, process and transmit cardholder data. CONTRACTOR shall provide information about their credit card and debit card processing software and platform for the City to assess CONTRACTOR system compatibility with that of the City’s merchant bank.

7. CONTRACTOR shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment. Upon request by the City, CONTRACTOR shall provide inventory documentation for all its system components.

8. The City will review and verify CONTRACTOR’s written acknowledgement of responsibilities for PCI controls, as stated in #2 above, at least once a year.

END OF APPENDIX F
This is to certify that A-LIGN has validated Passport Labs, Inc. compliance with the Payment Card Industry Data Security Standard ("PCI DSS") version 3.2 as a Level 1 Service Provider.

On-site testing was performed in accordance with the guidance provided by the Payment Card Industry Security Standards Council ("PCI SSC") to determine that payment card data stored, processed or transmitted by BAE Systems Applied Intelligence US Corp. was secured in accordance with the requirements of PCI DSS.

Issued by:

[Signature]
President, A-LIGN

Conditions of Use:
• This certificate is evidence of work performed by A-LIGN for the certificate holder and was not created by or required by the PCI SSC.
• This certificate is for informational purposes only and does not replace or substitute PCI SSC defined validation documents such as the Attestation of Compliance (AOC) and the Report on Compliance (ROC).
• This certificate was issued at a point in time and does not guarantee or represent future compliance with the PCI DSS or the security of payment card data.
• This certificate does not warrant or guarantee to any party that the certificate holder is not susceptible to a data breach that may impact the security, confidentiality, and integrity of the payment card data. As such, A-LIGN will not be liable to any party in the event of a breach.
APPENDIX G

WARRANTY SPECIFICATIONS

This Appendix is attached to and incorporated by reference in the Contract made February 4, 2019, between the CITY OF BERKELEY ("City") and Passport Labs, Inc., ("CONTRACTOR"), providing for the licensing and services related to a Parking Management System purchase.

Contractor’s software is provided to the City by Contractor “as is” and with all faults. The City acknowledges and agrees that Contractor bears no liability for any error, omission, defect, deficiency, or nonconformity within the software except as expressly provided in this Contract. Other than as specifically set forth herein, Contractor does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the software and related services to be performed pursuant to this Contract.

This Contract may require that the City use certain software from third parties other than Contractor. The City agrees to be bound to all licenses, obligations, restrictions, and limitations required or mandated by any third party software vendors. The Contractor will use commercially reasonable efforts to pass through to the City for the City’s benefit all end-user software warranties that the third party software vendor provides directly to the Contractor.

The City acknowledges and agrees that third party hardware purchased and/or sublicensed by the City under this Contract has been purchased by the Contractor from various manufacturers for resale and/or sublicense, as applicable, to the City. Excluding warranty of title to any third party hardware, all other third party hardware warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by the Contractor. The City will use commercially reasonable efforts to pass through to the City for the City’s benefit all end-user hardware warranties that the third party hardware vendor provides directly to the Contractor. The City will look solely to such vendors or manufacturers for all remedies under such warranties.
# City of Berkeley Abstract of Bid Worksheet

**FOR:** Parking Management System  
**Spec. #:** 18-11169-C  
**Bid Date:** 12/14/17

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Base Bid</th>
<th>Nuc Free</th>
<th>Work Force Comp</th>
<th>Opp. States</th>
<th>Living Wage</th>
<th>EBO</th>
<th>Bid Bond</th>
<th>Addenda</th>
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Bid Recorder:  
Bid Opener:  
Project Manager:  

2130 Milvia Street, Berkeley, CA 94704  
Tel: 510.981.7320  
TDD: 510.981.6903  
Fax: 510.981.7390  
E-mail: finance@ci.berkeley.ca.us
NON-DISCRIMINATION WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination Policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: Passport Labs, Inc.
Address: 126 S. Tryon St. Suite 200 Charlotte, NC 28203
Business Lic. #: 48-4587964

<table>
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<th>Occupational Category</th>
<th>Total Employees</th>
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<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
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<td>Professionals</td>
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<td>Technicians</td>
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<td>Protective Service Workers</td>
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<td>Para-Professionals</td>
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<td>Skilled Craft Workers</td>
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<td>Service/Maintenance</td>
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<td>Other (specific)</td>
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<td>Totals</td>
<td>19 62 18 50</td>
<td>2 2</td>
<td>5</td>
<td>1</td>
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</tr>
</tbody>
</table>

Is your business MBE/WBE/DBE certified? Yes ☑ No If yes, by what agency?

If yes, please specify: Male: Female: 
Indicate ethnic identifications: 

Do you have a Non-Discrimination policy? Yes ☑ No: 

Signed: ____________________________ Date: 12/8/17 

Verified by: ____________________________ Date: ____________________________

City of Berkeley Contract Compliance Officer

Attachment B
CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90: Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means are destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Kristian Gutierrez
Title: Chief Revenue Officer

Signature: [Signature]
Date: 12/6/17

Business Entity: Passport Labs, Inc.

Contract Description/Specification No.: Project Name: 18-11169-C

Attachment C
CITY OF BERKELEY
Oppressive States Consultancy Statement

The undersigned, an authorized agent of Passport Labs, Inc. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,855-S.N. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang.

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.

b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.

c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Kristian Guertin
Title: Chief Revenue Officer
Signature: __________________________ Date: 12/8/17

Business Entity: Passport Labs, Inc.

Contract Description/Specification No.: Parking Management System 18-11169-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reasons why Vendor cannot comply and the basis for any requested exemption.

Signature: __________________________ Date: __________________________

Attachment D
CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in any business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
      YES ☑ NO ☐

      If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ☑ NO ☐

      If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
      YES ☑ NO ☐

      If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ☑ NO ☐

      If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. ☑

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. ☐
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: **Kristian Gutierrez**
Title: Chief Revenue Officer

Signature: ________________________ Date: 4.8.19

Business Entity: **Passport Labs Inc.**

Contract Description/Specification No: RFP No. 18-11169-C

---

Section III

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* * * **FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY** * * *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract **IS / IS NOT** (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name ________________________ Department Representative ________________________

---

Living Wage Certification

Revised 8/8/02
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Name: Passport Labs, Inc.</th>
<th>Vendor No.:</th>
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</thead>
<tbody>
<tr>
<td>Address: 128 S Tryon #2200</td>
<td>City: Charlotte</td>
</tr>
<tr>
<td>State: NC</td>
<td>ZIP: 28202</td>
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<tr>
<td>Contact Person: Ryan Magill</td>
<td>Telephone: 704-271-4489</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:billing@passportinc.com">billing@passportinc.com</a></td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   ☑ Yes  ☐ No (If "Yes," proceed to Section 5; if "No", continue to the next question.)

B. Does your company provide (or make available at the employees' expense) any employee benefits?
   ☑ Yes  ☐ No
   If "Yes," continue to Question C.
   If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
   ☑ Yes  ☐ No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
   ☑ Yes  ☐ No
   If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
   If you answered "Yes" to both Questions C and D, please continue to Question E.
   If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?
   ☑ Yes  ☐ No
   If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
   If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   ☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   ☐ Upon expiration of the contractor’s current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?
   ☑ Yes  ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.
SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 18th day of January, in the year 2019, at Charlotte, NC

Name (please print) __________________________ Signature __________________________

Title: CEO __________________________ Federal ID or Social Security Number: 46.4987364

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: __________________________

Staff Name (Sign and Print): __________________________ Date: __________________________
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the acquiring department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division at the Finance Dept.

SECTION 1. CONTRACTOR/ VENDOR INFORMATION

Name: Passport Labs, Inc
Address: 128 S. Tryon St. Suite 2250
City: Charlotte
State: NC
ZIP: 28203
Vendor No.: 46-4987364
Contact Person: Kristian Gutierrez
Telephone: (704) 837-8566
Fax No.: (888) 804-1783
E-mail Address: kristian.gutierrez@passportnc.com

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is not applicable to this contract because the contractor/vendor has no employees
   ☐ Yes ☑ No (If "Yes," proceed to Section 5. If "No," continue to the next question.)

B. Does your company provide (or make available at the employees' expense) any employee benefits?
   ☑ Yes ☐ No
   If "Yes," continue to Question C.
   If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
   ☐ Yes ☑ No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
   ☐ Yes ☑ No

   If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.

   If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?
   ☐ Yes ☑ No

   If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
   If you answered "No," continue to Section 3

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date

   ☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO.

   ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months, or

   ☐ Upon expiration of the contractor’s current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? *  Yes ☐ No ☐  

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind the entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this ___ day of December, 2017 at Charlotte, NC  
(State)  
(City)

Christian Gutierrez  
Name (please print)

Chief Revenues Officer  
Title

46-4987964  
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)  
☐ One-Person Contractor/Vendor  
 ☐ Full Compliance  
 ☐ Reasonable Measures  
☐ Provisional Compliance Category, Full Compliance by Date:  
Staff Name(Sign and Print):  
Date:

Attachment F

140
Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name
Passport Labs, Inc

Program/Activity Receiving Federal Grant Funding
N/A

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees —

   (1) The dangers of drug abuse in the workplace;

   (2) The Applicant’s policy of maintaining a drug-free workplace;

   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will —

   (1) Abide by the terms of the statement; and

   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

   f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted —

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

N/A

Check here [ ] if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


<table>
<thead>
<tr>
<th>Name of Authorized Official</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristian Gutierrez</td>
<td>CRO</td>
</tr>
</tbody>
</table>

Signature: ___________________________ Date: 3/5/2019

X

formHUD-36070 (3/08)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representor or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of each endorsement(s).

Producer
Embaker Insurance Services LLC
24 Shotwell St.
San Francisco CA 94103

Contact Name: Michael Sullivan
Phone: (944) 436-2765
Fax: (944) 436-2785
Address: certificates@embaker.com

Insurer/B Affording Coverage: A.I.C. 206999C
Insurer A: Ace Property & Casualty Insurance Company
Insurer B: Chubb Indemnity Insurance Company
Insurer C: Hudson Specialty Insurance Company
Insurer D:
Insurer E:
Insurer F:

Certificate Number: 5498
Revision Number:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Policy Code</th>
<th>Description</th>
<th>Sublimit</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>D39434672</td>
<td>Commercial General Liability</td>
<td>Claims-Made</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>D39434672</td>
<td>Automobile Liability</td>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>UMBNCD394346301-002</td>
<td>Umbrella Liability</td>
<td>Occur</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
| EMT126124   | Workers Compensation and Employers Liability | | |}

Description of operations / Locations / Vehicles (ACORD 101, Additional Renter Schedule, may be attached if more space is required)

Certificate Holder

Cancellation

Evidence of Coverage

Authorized Representative

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ACORD 28 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>TriplePoint Venture Growth BDC Corp.</td>
</tr>
<tr>
<td>The City of Berkeley, CA, and its directors, officers,</td>
</tr>
<tr>
<td>partners, representatives, employees, contractors,</td>
</tr>
<tr>
<td>subconsultants and agents, 2180</td>
</tr>
<tr>
<td>Milvia Street, Berkeley, CA 94704. In regards to the</td>
</tr>
<tr>
<td>contract for Parking Management System Service Agreement</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II – Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.
Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name Of Person Or Organization:</strong></td>
</tr>
<tr>
<td>The City of Berkeley, CA, and its directors, officers, partners, representatives, employees, contractors, subconsultants and agents, 2180 Milvia Street, Berkeley, CA 94704. In regards to the contract for Parking Management System Service Agreement</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS (EXCEPT NON-PAYMENT OF PREMIUM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Person(s) Or Organization(s): The City of Berkeley, CA
Address: Central Administrative Offices 2180 Milvia Street, Berkeley, CA 94704
In regards to the Contract for Parking Management System Service Agreement.

Number Of Days Notice Of Cancellation: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following condition is added to Section III – Common Policy Conditions:

NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS (EXCEPT NON-PAYMENT OF PREMIUM)

When we cancel this policy for any reason, other than non-payment of premium, we will notify the person(s) or organization(s) shown in the Schedule at least the number of days shown in the Schedule in advance of the effective date of cancellation.

Any failure by us to notify such person(s) or organization(s) will not:
1. Impose any liability or obligation of any kind upon us; or
2. Invalidate such cancellation.

All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS POLICY CHANGES

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY CHANGES EFFECTIVE</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECNCD394346721-002</td>
<td>01-16-2019</td>
<td>ACE Property And Casualty Insurance Con</td>
</tr>
</tbody>
</table>

NAMED INSURED
Passport Labs, Inc.

AUTHORIZED REPRESENTATIVE
EMBROKER INSURANCE SERVICES LLC

CHANGES
Effective 1-16-2019 the following is added as an Additional Insured and Waiver of Subrogation: The City of Berkeley, CA, and its directors, officers, partners, representatives, employees, contractors, subconsultants and agents, 2180 Milvia Street, Berkeley, CA 94704. The following is added as a 30 Day NOC: The City of Berkeley, CA, Central Administrative Offices, 2180 Milvia Street, Berkeley, CA 94704. In regards to the Contract for Parking Management System Service Agreement.

<table>
<thead>
<tr>
<th>POLICY AMOUNT AND PREMIUM ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limits Of Insurance</td>
</tr>
<tr>
<td>Coverage Description</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

| | | | | | |
### OPTIONAL COVERAGES

The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits Of Insurance</th>
<th>Add'l Premium</th>
<th>Return Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outdoor Signs</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Burglary and Robbery</td>
<td>$ Inside the Premises</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>(Named Peril Endorsement only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>or</td>
<td>Money and Securities</td>
<td>$ Outside the Premises</td>
<td>$</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$ each occurrence</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Equipment Breakdown</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL PREMIUM ADJUSTMENTS

**PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE**

<table>
<thead>
<tr>
<th>Additional</th>
<th>Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 15</td>
<td>$</td>
</tr>
</tbody>
</table>

**REMOVAL PERMIT**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

---

Authorized Representative Signature
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium: $5

Description: 30 day notice of cancel manuscript added

Explanation:
form attached MS 55406
Policy Number: BOP48780

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium: $5

Description: 30 DNOC

Explanation:
The City of Berkeley, CA, Central Administrative Offices, 2180 Milvia Street, Berkeley, CA 94704.
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PASSPORT LABS, INC.</td>
<td>TRIA11C0115</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Symbol</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEC</td>
<td>TECNCD394346721-002</td>
<td>04-01-2018 TO</td>
<td></td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company)
ACE PROPERTY & CASUALTY INSURANCE COMPANY

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium
In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses
If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: $30.

Authorized Representative

TRIA11c (1/15) Includes copyrighted material of Insurance Services Office, Inc., with its permission.
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

| I hereby elect to purchase terrorism coverage for a prospective premium of $30 |
| I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. |

Policyholder/Applicant's Signature

Print Name

Date

Policy Number

BCC Property & Casualty Insurance Company

TR-19604d (01/15)
BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured: Passport Labs, Inc.  
Endorsement Number: BOP476350316

Policy Symbol: TEC  
Policy Number: TECNCD394346721-002  
Policy Period: 2018-04-01 to 2019-04-01  
Issued By: ACE Property And Casualty Insurance Company  
Effective Date of Endorsement: 2019-01-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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<table>
<thead>
<tr>
<th>Coverage</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplementary Payments – Bail Bonds And Bonds To Appeal Judgments – No Sublimit</td>
<td>2</td>
</tr>
<tr>
<td>Medical Expenses – Three Years To Report Expenses</td>
<td>2</td>
</tr>
<tr>
<td>Non-Owned Watercraft Under 55 Feet</td>
<td>2</td>
</tr>
<tr>
<td>Non-Owned Aircraft</td>
<td>2</td>
</tr>
<tr>
<td>Damage To Property – Exception For Equipment Loaned Or Rented To Insured</td>
<td>2</td>
</tr>
<tr>
<td>Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations</td>
<td>3</td>
</tr>
<tr>
<td>Who Is An Insured – Employees (Including For CPR and First Aid) And Volunteer Workers</td>
<td>3</td>
</tr>
<tr>
<td>Additional Insured – Lessor Of Leased Equipment</td>
<td>4</td>
</tr>
<tr>
<td>Additional Insured – Managers Or Lessors Of Premises</td>
<td>4</td>
</tr>
<tr>
<td>Additional Insured - Vendors</td>
<td>5</td>
</tr>
<tr>
<td>Additional Insured – Other Persons Or Organizations Pursuant To Contract Or Agreement</td>
<td>6</td>
</tr>
<tr>
<td>Damage To Premises Rented To You – $1,000,000</td>
<td>7</td>
</tr>
<tr>
<td>Per Location General Aggregate Limit With Combined Total Aggregate Limit</td>
<td>8</td>
</tr>
<tr>
<td>Knowledge/Notice Of Occurrence</td>
<td>9</td>
</tr>
<tr>
<td>Bodily Injury, Including Resulting Mental Anguish</td>
<td>9</td>
</tr>
<tr>
<td>Coverage Territory, Limited Worldwide</td>
<td>10</td>
</tr>
<tr>
<td>Personal Injury, Including Discrimination, Harassment And Segregation</td>
<td>10</td>
</tr>
<tr>
<td>Unintentional Failure To Disclose Hazards</td>
<td>10</td>
</tr>
<tr>
<td>Other Insurance, Including Primary Provision</td>
<td>10</td>
</tr>
<tr>
<td>Waiver Of Subrogation Required By Contract</td>
<td>12</td>
</tr>
</tbody>
</table>

This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.
A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In Section II - Liability, Paragraph A. Coverages, 1. f. Coverage Extension – Supplementary Payments, subparagraphs (1)(b) and (c) are replaced by the following:

(b) The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In Section II - Liability. Paragraph A. Coverages, 2. Medical Expenses, subparagraph a.(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In Section II - Liability. Paragraph B. Exclusions, subparagraph (2) of Exclusion 1.g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In Section II - Liability, Paragraph B. Exclusions, the following exception is added to Exclusion 1.g. Aircraft, Auto or Watercraft in Section II - Liability:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duty constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. It is rented with a trained, paid crew; and

3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY – EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In Section II - Liability, Paragraph B. Exclusions, the following exception is added to Exclusion 1.k. Damage To Property:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.
F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In Section II - Liability, Paragraph C. Who is an Insured is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or

2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In Section II - Liability, Paragraph C. Who is an Insured, Paragraph 2.a. is replaced by the following:

2. Each of the following is also an insured:

   a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

         (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph 2.a.(1) above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

   (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

   b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.
H. ADDITIONAL INSUREDs

In Section II - Liability, Paragraph C. Who is an Insured, the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:
(1) Only applies to the extent permitted by law; and
(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:
(1) Only applies to the extent permitted by law; and
(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:
(1) Any "occurrence" that takes place after you cease to be a tenant in such premises.
(2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS
g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraph (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
With respect to the insurance afforded to these vendors, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

(1) Required by the contract or agreement, or

(3) Available under the applicable Limits Of Insurance shown in the Declarations, whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

(1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and

(2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

(1) That is more specifically identified under any other provision of Paragraph C. Who Is An Insured (regardless of any limitation applicable thereto).

(2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph C. Who Is An Insured:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

a. Ownership, maintenance or use of any assets; or

b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:
(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense first committed; in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs e., f., and h. above, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

The most we will pay on behalf of such person or organization is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – $1,000,000

In Section II - Liability, Paragraph D. Liability and Medical Expenses Limits of Insurance, Paragraphs 3. and 4. are deleted and replaced with the following:

3. Subject to the Liability And Medical Expenses Limits Of Insurance, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is $1,000,000.

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

BOP-47635 (03/16) Includes copyrighted material of Insurance Services Office, with its permission, 2016. Page 7 of 11
In Section II - Liability, Paragraph D. Liability and Medical Expenses Limits of Insurance, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph A.1. Business Liability, and for all medical expenses caused by accidents under Paragraph A.2. Medical Expenses, which can be attributed only to a single "location":

   a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations.

   b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph A.1. Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph A.2. Medical Expenses, regardless of the number of:

      (1) Insureds;
      (2) Claims made or "suits" brought; or
      (3) Persons or organizations making claims or bringing "suits".

   c. Any payments made under Paragraph A.1. or under Paragraph A.2. Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location." Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".

   d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.

2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph A.1. Business Liability and for all medical expenses caused by accidents under Paragraph A.2., which cannot be attributed only to operations at a single "location".

   a. Any payments made under Paragraph A.1. Business Liability for damages or under Paragraph A.2. for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

   b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".

3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".

4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."

5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Paragraph D. Liability and Medical Expenses Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In Section II - Liability, Paragraph E. Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit is amended to include the following:

e. Knowledge of an “occurrence” or offense by an agent or ‘employee’ of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.

f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In Section II - Liability, Paragraph F. Liability and Medical Expenses Definitions, paragraph 3. is deleted and replaced with the following:

3. “Bodily injury” means physical:

a. Injury;
b. Sickness; or
c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In Section II - Liability, Paragraph F. Liability and Medical Expenses Definitions, paragraph 4. is deleted and replaced by the following:

4. “Coverage territory” means all parts of the world.

However, “coverage territory” does not include any:

a. “Bodily injury” or “property damage” that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured’s responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or

b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.
N. PERSONAL INJURY, INCLUDING DISCRIMINATION, HARASSMENT AND SEGREGATION

In Section II - Liability, Paragraph F, Liability and Medical Expenses Definitions, paragraph 14 is amended to include the following:

h. Discrimination, harassment or segregation based on a person’s age, color, national origin, race, religion or sex unless committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In Section III – Common Policy Conditions, Paragraph C. Concealment, Misrepresentation or Fraud is amended to include the following additional paragraph:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

P. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In Section III – Common Policy Conditions, Paragraph H. Other Insurance, subparagraphs 2. and 3. are replaced by the following:

H. Other Insurance

If other valid andcollectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for "your work";

(b) That is insurance that applies to “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, “autos” or watercraft to the extent not subject to Exclusion g. of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we
will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In Section III – Common Policy Conditions, Paragraph K. Transfer of Rights of Recovery Against Others To Us, subparagraph 2, is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.
RESOLUTION NO. 68,633-N.S.

CONTRACT: PASSPORT LABS INC. FOR A PARKING MANAGEMENT SYSTEM

WHEREAS, the City of Berkeley issued a Request for Proposal (RFP) for a Parking Management System in October, 2017; and;

WHEREAS, eight prospective vendors submitted proposals meeting the minimum qualifications in response to the RFP to provide a Parking Management System; and

WHEREAS, key stakeholders comprised the selection panel, which evaluated the proposals and interviewed the vendors; and;

WHEREAS, Passport Labs Inc. was ranked highest by the selection panel as being the most responsive to the specifications listed in the RFP; and;

WHEREAS, funding for this contract in an annual amount of $574,000 is required from the General Fund to be deposited in the Police Department's Budget, under budget code 010-7303-420.30-38, CMS. No. HXPD3.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments with Passport Labs Inc. to provide a Parking Management System for up to five years and a total amount not to exceed $2,870,000.

The foregoing Resolution was adopted by the Berkeley City Council on October 16, 2018 by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Maio, Wengraf, Worthington and Arreguin.

Noes: None.

Absent: None.

Attest: Mark Numainville, City Clerk

Jesse Arreguin, Mayor
ATTACHMENT NO. 3
REQUEST FOR PROPOSALS (RFP)
Specification No. 18-11169-C
FOR
Parking Management System
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a Parking Management System. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, on Thursday, November 30, 2017. All responses must be in a sealed envelope and have “Parking Management System” and Specification No. 18-11169-C clearly marked on the outer most mailing envelope. Please submit one (1) unbound original and six (6) unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Lyesha Garrett, Parking Enforcement Manager, via email at lgarrett@ci.berkeley.ca.us no later than October 31, 2017. Answers to questions will not be provided by telephone or email. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton
General Services Manager
I. INTRODUCTION

The City of Berkeley extends an invitation to qualified Proposers to submit a proposal for a comprehensive Parking Management System (PMS) including some processing services for parking citations and citation adjudication correspondence in accordance with this Request for Proposal (RFP). The PMS will have numerous user groups spanning several City Departments.

The City of Berkeley, approximately 10.5 square miles, is a densely populated community with over 112,000 residents, and home to the University of California Berkeley, Berkeley City College and many notable restaurants, businesses, and theaters. The City manages 3900+ on-street metered parking spaces, 1260 off-street parking garage spaces and approximately 20,000 residential parking spaces. Day-to-day parking operations include permit issuance, enforcement of all parking, including event parking, booting, citation reviews level 1, administrative citation hearings and parking garage operations. Parking areas citywide are patrolled by 21 Parking Enforcement Officers (PEO’s). Five (5) Automated License Plate Reader (ALPR) systems currently used to enforce time zone limits, will soon increase to outfit the entire PEO fleet.

Berkeley uses a hybrid parking meter system consisting of both IPS Multi-space (pay-and-display) pay stations, and single space credit card-enabled smart meters. Meter parking is enforced 9:00am – 8:00pm Monday through Saturday. There are 14 Residential Parking Permit (RPP) areas, with two categories of permit types issued: “Permanent” (annual) and “Visitor.” RPP areas are limited to two (2) hour public parking unless a valid residential parking permit is properly displayed on the vehicle. Residential parking zones are enforced Monday through Friday 8:00am – 7:00pm, with exception of five (5) zones that are also enforced on Saturdays.

Citation and permit issuance is noted below:

<table>
<thead>
<tr>
<th>Citations</th>
<th>Fiscal Year</th>
<th>Permits Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>144,719</td>
<td>2017</td>
<td>56,362</td>
</tr>
<tr>
<td>136,991</td>
<td>2016</td>
<td>47,933</td>
</tr>
</tbody>
</table>

The table shows a service Responsibility Matrix for City Departments

<table>
<thead>
<tr>
<th>Police Department/Traffic Division</th>
<th>Finance Department</th>
<th>Information Technology Department/ Customer Service-311</th>
<th>Public Works – Transportation Division</th>
<th>City Manager’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Enforcement</td>
<td>In Person Payments</td>
<td>Special needs customer service via phone</td>
<td>Administrative Reviews (1st level)</td>
<td>Administrative Hearings</td>
</tr>
<tr>
<td>Booting/Towing</td>
<td>Counter Service/Permit sales</td>
<td>Refunds</td>
<td>RPP Program Administration</td>
<td></td>
</tr>
</tbody>
</table>

The city has expectations to create and implement flexible parking options for residents (RPP) and visitors. The PMS must be capable of expanding and supporting these programs. Parking permit fulfillment, digital permitting, expandable web shopping cart capabilities are all requirements of the PMS. Berkeley is looking for a “partner” to help move the City from bumper permits to digital permitting practices within the next two (2) years.

Current Services at City

The primary functions of our current vendor are:

- Processing of citations from handheld units and hand-written
- Manual citation imaging
- Providing citation ticket stock and envelopes
- Lockbox processing of all mail regarding the parking program which includes all administrative duties associated with;
- Providing all required records upon request
- Printing & mailing notices required to support the entire parking program
- California DMV and other States interfaces
Current City Equipment

40 Handheld Ticket Writing Units (hereinafter referred to as "handhelds" or "handheld units") with 40 printers and accessories.

- Motorola MC9500-K Series
- Zebra MZ320 Printer
- Charger/Multiplexer (including cords and ports)

Pocket PEO (Conduent) computer software for use in the handheld units and at the processing facility performs and/or supports the following functions:

- Manual entry of citation data by the PEO
- Recording of citation data in the memory of the handheld unit
- Printing of citations
- Downloading stored citation data
- Allows parking enforcement officer to take pictures of violations
- Five (5) computers and cash receipt printers for Finance’s Customer Service Window

II. SCOPE OF SERVICES

The scope of services for this RFP is comprised of several main components, or categories of responsibility. Vendors should ensure their proposal is complete and addresses each component identified. While the RFP is detailed in the requirements, the City encourages vendors to propose various ways to achieve these objectives, and do so in a way that is cost effective.

Objectives:
Citation writing and processing are accomplished as efficiently and effectively as possible
Ensure collection rates at highest possible level
Provide an automated online service portal to ensure a positive customer experience that will allow users access at their convenience

1. The staffing for functions listed in the scope of services shall be at appropriate levels to perform the following in a timely manner:
   - Maintain electronic and hard copy files;
   - Identify and account for all documents pertaining to parking citations issued;
   - Manage all customer service calls, correspondence and payments.

2. Interface seamlessly with existing Genetec AutoVu LPR and allow for digital permitting.
3. Integrate Parkmobile pay-by-phone payment options for non-permit holders as part of the Residential Shared Parking Pilot program.
4. The vendor shall be expected to have sufficient cross trained staff to meet all correspondence and payment processing requirements.
5. The vendor will be expected to provide their staff training which allows for an accuracy rate of 100%.
6. All electronic and hard-copy information shall be stored and retained in accordance with the records retention schedule provided by the City of Berkeley. The City reserves the right to inspect stored records to ensure compliance with the records retention policy prior to and/or at any time during the review process or after awarding of the contract.
7. All electronic and hard copy information shall remain the property of the City of Berkeley and shall be returned to the City at no charge upon expiration or termination of contract.
8. The vendor shall provide the necessary equipment to ensure that all required services are performed.
9. The vendor shall furnish an electronic user’s manual to the City of Berkeley. The manual shall provide step-by-
step instructions for accessing computer database information, and provide a list and description of any and all codes used in screens.

10. The vendor will identify a project manager who will be the primary contact person. This person will be accountable for ensuring performance standards are met.

**General Provisions**

It is the intent of this Scope of Services to describe the minimum requirements for a Parking Management System to be used by the City for software, hardware and parking citation collections. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide a Parking Management System shall be furnished at the RFP price and shall conform in quality and as indicated in this SCOPE, and the associated network, hardware and software.

The successful Proposer will be required to furnish all labor, equipment and materials to install the Parking Management System. The successful Proposer will also be required to provide a training plan for the administrator role and user training for identified City Staff and to include the cost of the training plan in their proposal.

Under the contract awarded from this RFP, the successful Proposer will be the single point of contact for all installation, maintenance, and support of all hardware and software acquired in the solicitation, and will be required to have the capability to support all components of this system in an integrated manner.

**Software, Service and Equipment Warranties**

Proposers shall include a copy of each manufacturer’s written warranty statement for any software and each piece of equipment furnished and installed into the Parking Management System with their proposal. Proposers shall also provide the details of all warranties that are applicable to the services provided to the City.

**Project Manager/Key Personnel**

Proposer shall provide a full time Project Manager and key personnel who will be responsible for project oversight and delivery of the Parking Management 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 Parking Management System during its installation. The Project Manager shall coordinate efforts with the City designee. 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 Parking Management System.

Resumes for all of the key personnel assigned to this project shall be provided with the proposal.

**Subcontractors**

The Proposer shall provide a list of names, addresses (city and state only if for an individual), telephone numbers, of each subcontractor the Proposer intends to employ in the installation, training and ongoing maintenance and support of the Parking Management System with the proposal. This information will be used to perform background checks of these personnel. The City reserves the right to reject any subcontractor and/or subcontractor employee. Should a subcontractor be rejected, the Proposer will be required to provide an acceptable alternate subcontractor.

Should a subcontractor fail to provide the established level of service and response, the Proposer will be required to subcontract with another company. Such action shall be provided in a timely manner so as not to cause delays to the project schedule. Any additional costs associated with securing a competent subcontractor shall be the responsibility of the Proposer.

**Condition of Facilities**

The Proposer shall be responsible for insuring that all City work areas are left in a clean and orderly fashion at the end of each day.
Proposer Coordination Responsibilities

The Proposer shall be responsible for coordinating the design and installation of the Parking Management System with the City and the Proposer’s subcontractors and suppliers involved in this project.

Delivery Schedule

Proposer shall provide an integrated project timeline and implementation plan for the Parking Management System. The project timeline and implementation plan shall include details for all phases of activity for the project including all deliverables and major milestones. It shall allow the project goals and deadlines of the City to be met. This proposed project timeline and implementation plan shall be finalized during the negotiation phase.

Project Implementation Status Reports

The Proposer shall provide weekly project timeline and implementation plan updates to the City.

Training

The Proposer must provide a plan for in-depth technical training for both end user and IT staff on system components. All required instruction manuals, qualified instructors cost, and travel and lodging costs for instructors and class materials shall be furnished by the Proposer and included in the Fee Proposal.

Cost

Proposers shall identify all costs for Parking Management System hardware, software, installation, project management, training, maintenance, etc. Maintenance cost shall be provided for a term of five (5) years from date of Parking Management System acceptance.

TECHNICAL SPECIFICATIONS

1. General Requirements

The Parking Management System must incorporate the following components:

1. Software section 3, — for parking permit and parking citation processing
2. Handheld Citation Issuance Devices and Printers section 4.
3. Parking Citation Collections section 5.

Proposers shall propose and submit on all three (3) sections.

Minimum Parking Management System Requirements:

The following are the minimum requirements for the Parking Management System. Where the words “will,” “shall,” and “must” are indicated, it means it is a mandatory requirement. Failure to meet any one mandatory requirement will result in the Proposal being found non-compliant. Where the words “should,” “can,” “may,” “desirable,” “ideally,” and “preferred” are indicated, it means it is a preferable but not mandatory requirement.

All equipment and hardware must be new. The City is not interested in purchasing used or refurbished hardware and/or equipment.

2. System Architecture

Proposers shall provide a detailed description of the system to be provided, including a discussion of the system’s architecture and its ability to provide the services required by the City.

The Parking Management System must interface seamlessly with the existing and future financial system. The City is currently using Sungard HTE DOS-based financial management system. The future system will be Tyler MUNIS Enterprise Resource Planning (ERP) Munis phase I core financials are scheduled for a July 1, 2018 go-
live date; phase II HR and Payroll is scheduled for January 1, 2019

The City Currently has five (5) Genectec AutoVu LPR systems, and by the end of FY 2018 will have a total of twenty (20) Genectec systems. Each Genectec system includes the Genectec license plate and wheel image cameras and navigation system, a Toughbook laptop and a modem used for cellular connections. Images from the Genectec system are available on Parking Enforcements Officers’ handhelds through a Wi-Fi connection to the laptop.

Parking Enforcement Officers must be able to use data collected through the Genectec system on their handheld devices to issue citations, whether through wireless connection to the existing Genectec laptop or through another solution to be determined by the proposer. All relevant data captured from the Genectec system regarding a citation must be available in the Parking Management System.

Integration with Parkmobile pay-by-phone service

Integration with IPS Group meter system

Integration with Paylock City’s scofflaw program

The City of Berkeley’s minimum system specifications:
- Operating Systems: Windows 7 and Windows 10
- Processor: Greater than or equal to Intel Core i5-6500
- Memory: 8GB
- Microsoft Office 2013
- Microsoft Windows Server or Higher
- Microsoft SQL Server 2014 or Higher
- T1 Lines

3. Software

The City is seeking proposals from qualified Proposers to provide a software system to manage the City’s parking permits and citations. The City desires an updated web-based on-line hosted, parking permitting system to improve customer service, convenience and efficiency.

The City of Berkeley currently issues approximately 57,000 parking permits per year for use in the City’s residential areas as part of the Residential Parking Permit (RPP) Program. These permits include:

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Unit Cost, FY 2018</th>
<th>Annual Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Residential Permit</td>
<td>$55.00</td>
<td>None</td>
</tr>
<tr>
<td>1-Day Visitor Permit</td>
<td>$2.75</td>
<td>20</td>
</tr>
<tr>
<td>14-Day Visitor Permit</td>
<td>$28.50</td>
<td>3</td>
</tr>
<tr>
<td>Annual In-Home Care Permit</td>
<td>$55.00</td>
<td>3</td>
</tr>
<tr>
<td>Annual Merchant Parking Permit</td>
<td>$154.00</td>
<td>1</td>
</tr>
<tr>
<td>Annual Neighborhood-Serving Community Facility Permit</td>
<td>$69.00</td>
<td>Up to 60% of an enterprise's employees.</td>
</tr>
<tr>
<td>One-Day Senior Event Permit</td>
<td>$1.00</td>
<td>Up to 60% of senior event group membership.</td>
</tr>
</tbody>
</table>

Residential permits are tied to residential address, and are issued for one permit year, which is defined as July 1 to June 30. Permit renewals typically occur from March through June.

The City also issues up to four (4) Commercial Loading Zone decals per City issued business license as part of the annual business license renewal process. The annual deadline for business license renewal without penalty is the end of February. However, business licenses can be renewed throughout the year.

The City is also in the process of reviewing its RPP Program, and is interested in making significant changes to how and when permits are issued. Specifically, the City is interested in instituting new caps and tiered pricing...
models for annual residential and visitor permits, and implementing new one-day special event permits for use during University of California, Berkeley football games.

In the long-term, the City is planning to migrate from physical permitting (including bumper decals and hangtags) to digital permitting, where a vehicle’s license plate becomes the “permit.”

**Parking Permit Management:**

The Proposer’s software system should allow for online permit application and renewals and provide real-time permit issuance data for handheld enforcement solutions. Ideally, the system should:

**Customer Service**

1. Provide the City with a toll-free telephone line that is staffed to provide direct customer support during normal business hours, Monday through Friday, 8am-5pm (Pacific Standard Time); Callers seeking a live Customer Service Representative (CSR) must not be placed on hold for longer than 2 minutes;
2. Providing 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.
3. The IVR system must recognize user inputs by touch tones and speech; include language support options to accept payments and provide information;
4. The IVR system shall offer the caller the option of transferring directly to a live CSR during normal business hours (8am-5pm), and the CSR option must be provided early in the phone script and not at the end;
5. Provide for purchase of permits on-line without having to visit a physical facility;
6. Provide a purchasing portal that meets the City’s criteria for website accessibility (desktop, tablet, and smartphone browsers), and City’s branding; the payment processor must be PCI Compliant and must be able to produce an Attestation of Compliance certificate;
7. Web based portal must support all commonly used browsers including Internet Explorer, Chrome, Firefox, Opera, and Safari; minimum versions IE11, Chrome61, Firefox 56, Safari 11 and Opera47;
8. Provide required translation services for all correspondence and phone calls related to services covered in this document, through in-house or subcontracted personnel, at no additional charge to the City;
9. Allow customers to complete an application and upload credential evidence of residency online;
10. Allow customers to create their own accounts using ID/Password authentication to manage, edit and update their vehicle, license plate number, permit, and contact information;
11. Allow customers to renew and cancel their permits online;
12. Approve or deny parking permit applications based on geographical location of requested permit;
13. Provide 24 hour, 7 days/week, 365 days/year customer and staff on-line access (except planned system maintenance and/or upgrades);
14. Allow partially completed online permit applications to be saved and completed at another time by the applicant or City staff;
15. Provide a “Frequently Asked Questions” (FAQ”) page to assist applicants through the permit application process;
16. Provide a basket feature (i.e., shopping cart) that allows multiple permits to be registered to one residence in a single transaction;
17. Provide automated expiration date and renewal noticing to permit holder;
18. Provide customers with e-mail or text messages regarding the approval or status of their permit;
19. Provide real-time permit issuance data to handheld enforcement technology solutions; and
20. Lead City’s transition to digital permits.

**Staff Use**

1. Allow for multiple permit types, e.g., regular permits and guest permits;
2. Allow for the issuance of separate types of permits on either a rolling or scheduled basis;
3. Ability to limit the number of permits issued to a user or address by capping the number of permits available to purchase, allowing staff to set different caps by permit type and permit area;
4. Ability to institute a tiered rate structure for permits, whereby, e.g., the 1st permit is $XX, 2nd is $XX +$10, 3rd...
is $XXX+$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.

5. Check for unpaid parking citations and disallowing issuance of permits before citations are paid;

6. Accept payment of unpaid citations before allowing on-line issuance of permits;

7. Accept credit card payments – must be PCI compliant and the payment processor must be able to produce an Attestation of Compliance certificate;

8. Email receipts for permits issued online;

9. Track customer name, address, phone number, parking permit history, vehicle type, vehicle registrations;

10. Provide the City a feature rich dashboard that captures and presents key data elements and metric in a single online view, customizable at the user level. Provide the City the ability to monitor the number of permit applications that have been approved, been rejected, or that are in pending status;

11. Provide the City the ability to edit customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), and maintain an audit history for all inputs and changes;

12. Allow for notes to be added by City staff to accounts during and after the permit registration process;

13. Allow City staff to search, update information, perform queries and run reports and reconciliations;

14. Provide ability to query RPP eligibility for permits based on type and area;

15. Individual dwelling units within the same address number shall be able to have different eligibility status;

16. Provide the City with six (6) cash receipt printers for counter service;

17. Provide the City the broadcast functionality to communicate information via mass email and text with all current permit holders;

18. Provide ability to attach, archive and retrieve email, correspondence letters, and other documentation at the customer/permit level;

19. Have customizable permission based user groups for different levels of access for City staff, specific to their user roles and responsibilities;

20. Provide report creating tools with various criteria selections, must be able to export from queries to shapefiles, csv, xml and xlsx formats;

21. Software shall provide the ability to export the entire database to shapefile, csv, xml and xlsx formats;

22. 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 residential parking permit zones to request guest permits online, and allow for other parking permit iterations as may be requested and approved by City Council.

Citation Management

Proposer’s software package shall process parking citations issued within the City, pursuant to California State law and City ordinance, which shall include citation tracking, payment acceptance, appeals processing and collections. Ideally, the software should:

Parking Citations

1. Process parking citations (electronic and handwritten);

2. Provide an integrated system to track citations from issuance to adjudication, payment and collections in real time;

3. Send and receive electronic data files using a scheduler function;

4. Have capability for City staff to correct dates, duplicated citations, violation codes and fine amounts;

5. Allow customers to pay citations immediately after issuance;

6. Allow on-line credit card payments 24 hours/day, 7 days/week – must be PCI compliant and the payment processor must be able to produce an Attestation of Compliance certificate;

7. Allow for notes and digital photographs to be attached to tickets, names, vehicles, addresses and accounts;

8. Provide online real-time citation information for customers, including citation issue date, delinquent date, amount owed, and, for parking citations, other open citations with the same license plate numbers; all searchable by name, license plate number, and/or citation number;

9. Provide online appeal functions with attachment capabilities;

10. Provide an online FAQ page assessable via desktop, tablet and mobile devices to assist customers through the appeals or correction process;

11. Allow for automation of invoicing, late fees, appeals, collections with scheduler functions;

12. File and store all source documents and photos in a manner that allows for City’s online retrieval;

13. Must track customer name, address, other contact information including, but not limited to vehicle types and registration periods;
14. Track multiple customer relationships to vehicle, i.e. registered owner, permit holder and appellant;
15. Identify habitual or repeat parking violators vehicles;
16. Store and track previous and current owner information when transfer of vehicle ownership has occurred;
17. Store and track car rental agency reports of responsible billing parties; from parking citations and
18. Accept electronic files from Department of Motor Vehicle (“DMV”), VPN (registered owner information) and DMV payments files.

**Adjudication**

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; and
6. Generate letters and use customize liability reason codes

**Reporting capabilities**

1. Repeat offender list (5 or more violations, same vehicle);
2. Citations by officer;
3. Citations by violation;
4. Citation status report;
5. Citations by location
6. Out of state status;
7. Out of state revenues;
8. Cashiering reports for reconciliation;
9. Hot sheet - scofflaws (5 or more any violations);
10. Distribution revenue summary;
11. Revenue by specific accounts;
12. Monthly and annual citation statistics;
13. Citation summaries;
14. Bail payment summaries:
15. DMV citation cleared with bail (collected);
16. DMV citations cleared without bail (not collected);
17. DMV registration hold listing;
18. Refunds report;
19. On demand query reports for all users; and

The system shall be able to export all data to various formats such as shapefiles, CSV, tab delimited, Excel and email.

**Data Fields (with storing and sorting capability)**

1. Citation number;
2. Date and time of issuance;
3. Identification/badge number of issuing officer;
4. Vehicle license plate number;
5. Vehicle identification number;
6. State code;
7. Registration expiration date;
8. Vehicle make/color;
9. Violation codes;
10. Location of violation;
11. Citation amount;
12. Delinquent amount;
13. Delinquent date;
14. Received payments;
15. Notification dates;
16. DMV hold date;
17. Date citation entered into system;
18. Disposition codes;
19. Registered owner information;
20. Photos taken by issuing officers;
21. Warnings and alerts;
22. Attachments; and
23. Comment field of 50 characters or more, both for the public and for staff only.

**Administrative and Customer Service Functions**

In addition to providing a software system, Proposers should also offer administrative and customer service functions as part of their proposal. Such services ideally should include the following:

**Parking Citations Processing**

1. Receive and date stamp all handwritten citations;
2. Enter and process handwritten citations into the software system; with 100% accuracy
3. Batch, record, and verify receipt of all handwritten citations within two (2) business days;
4. Correct dates, duplicated citations, violation codes and fine amounts;
5. Process all correspondence within two (2) business days from date of receipt;
6. Obtain prior approval from the City on all standard forms, notices of delinquent violation, and correspondence, and ensure that all forms conform to applicable State and Federal laws;
7. Allow credit card payments via web and telephone; – must be PCI Compliant and the payment processor must be able to produce an Attestation of Compliance certificate;
8. Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, and identify time frames, and any other pertinent information in order to contest a citation by mail or in-person;
9. Maintain the system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access; and
10. 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.

**Registered Owner Name and Information Retrieval from California Department of Motor Vehicles**

1. Have access to registered owner information from California Department of Motor Vehicles (DMV);
2. Be responsible for any and all fees associated with obtaining registered owner information;
3. Validate DMV vehicle makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation;
4. Review DMV “No Hit” list to insure that license plate and state have been entered correctly; and
5. Continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information on the system.

**Registered Owner Name and Information Retrieval from Out-of-State DMV**

1. Ability to obtain registered owner information from all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico;
2. Mail collection letters;
3. Communicate with individuals outside of the United States who were issued a parking citation by the City; and
4. Responsible for any and all fees associated with obtaining registered owner information

**DMV Registration Holds/Releases**

1. Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City;
2. Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City;
3. Place registration holds on the unpaid balance, for citations that have not been paid in full;
4. Notify DMV of any change in the bail amount of citations on hold;
5. Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time; and
6. Provide a monthly report of all reported vehicle make mismatches and bad address mail returns, which shall include citation number, license plate number with State, and error explanation.

**Registered Owner Correspondence**

1. Mail parking violation notices within fifteen (15) calendar days after the date of citation issuance;
2. Process and mail Drive Away notices to registered owners of vehicles that drive away from the officer at citation issuance time, as required by the California Vehicle Code (CVC);
3. Provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication;
4. Generate delinquent notices for unpaid citations twenty-one (21) days after the issued date of the violation within a time period as directed by the City;
5. Mail notices to lessees or renters of cited vehicles, including loaner vehicles, when provided with proof of written lease or rental agreement; and
6. Generate and mail Notice of Intent to submit to Franchise Tax Board (FTB) prior to creating the FTB submission file.

**Payment Processing**

1. Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the City’s bank account;
2. Conduct daily reconciliation of all payments entered with bank deposits;
3. Provide daily reporting of bank deposits made for the City;
4. Retain a complete audit trail for each citation;
5. File and store all source documents in an easily retrievable system;
6. Indicate all applicable citation numbers on checks submitted to the City;
7. Track rebilling on partial payments, checks returned for insufficient funds upon notification from the City, vehicle change of ownership, and leased vehicle information;
8. Credit card payments shall be immediately updated to the City’s database in real time;
9. Verify payment data against the citation record at the time of payment to insure that the payment is due and correct;
10. Identify and process partial payments;
11. Reconcile payments to funds deposited to the bank. Payments shall be reconciled daily with bank deposits;
12. Integrate with the City’s financial system;
13. Checks payable to City of Berkeley should be forwarded to a designated lockbox and deposited into the City’s depository account via remote capture deposit; and
14. Vendor, and any subcontractor are responsible for the security of cardholder data the vendor possesses. Vendor further acknowledges that it will maintain all applicable PCI DSS requirements to the extent the contractor handles, has access to, or otherwise stores, processes, or transmits the City customer’s cardholder data or sensitive authentication data, and to the extent that it could impact the security of City’s cardholder data environment. The vendor, and any subcontractor must submit to the City initially and on an annual basis a PCI DSS Attestation of Compliance and/or Report of Compliance.

**Process Refunds for Citations and Permits**

1. Process citation refunds for customer requested, adjudicated and proactive overpayment refunds.
2. Determine eligibility based upon the City’s business rules.
3. Submit up loadable files and supporting files to accompany the detailed refund information, citation information and refund reason. Information to include:
   - Citation number or Permit Number
   - Name & address
   - Refund amount
   - Reason for overpayment
4. Document submission of refund file to City in citation notes.
5. Document completed refund information in citation notes.

**Permit Processing**

1. Provide a toll-free number to be used exclusively for permit applications with live operators to assist applicants during the permit registration process; and
2. Enter and process payments within one (1) business day of receipt, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits to the City's designated bank account. Proposer should have the ability to receive and process mailed permit applications within 48 hours of receipt and provide confirmation/follow up of residency requirements with application.

**Administrative Hearings**

1. Provide tracking and correspondence for all administrative hearing requests;
2. Enter and maintain a database of all administrative hearing requests, showing current status of each request. System must be integrated with the parking citation issuance and processing system. Ensure a result is received for each correspondence;
3. Schedule administrative hearings and forward the schedule to the City;
4. Provide a web portal for self-scheduling of administrative hearings;
5. Print and mail (by first class mail) customized administrative hearing notification letters on behalf of the City;
6. Respond to inquiries from the City and the public regarding date of administrative hearings, mailing dates, locations of administrative hearings and directions to administrative hearing locations;
7. Send follow-up letters should administrative hearing location or date changes be necessary;
8. The Hearing Officer will forward results of the administrative hearing to the City and to the vendor; Letters regarding the results of administrative hearings will be mailed to the appellant by the vendor;
9. When a refund is appropriate, the vendor shall provide supporting documentation to the City. The City will issue the refund; and
10. Provide monthly, quarterly and annual reports of review results by citation number.

**Data Security Requirements**

The vendor shall provide a data security program to include the following physical, technical and administrative measures designed to protect customer data from unauthorized access, acquisition, use, disclosure, or destruction:

**Physical Security Measures**

Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example, fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing customer data.

**Technical and Administrative Measures**
1. Maintain a written security program of policies, procedures and controls governing the processing, storage, transmission and security of customer data.
2. Establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16/SOC1 and SOC2 Type 2 (or equivalent controls) and at least once per calendar year perform an assessment against such standards.
3. Ensure that all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster;
4. Transfer and store off-site all backups of data for disaster recovery.
5. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet.

Submittals
Proposers shall submit:
   3.1 A detailed description of its parking citation and permit management software system;
   3.2 A yes or no indication as to the ability to meet the numbered specifications contained in Section 3 of this RFP, by the number and title of the specification. Feel free to include any explanatory information;
   3.3 A description of the type of interfacing available (real time) and the external applications Proposer can currently interface with;
   3.4 The reporting functionality of the system, including a list of the file export format capabilities;
   3.5 A detailed description of the hosting requirements required for the proposed system;
   3.6 A detailed description of Proposer’s web security used for access, reports and credit card processing;
   3.7 A detailed description of the system’s backup and recovery process as well as Proposer’s disaster data recovery and business continuity plans;
   3.8 Recommended implementation plan to transfer existing permit data to Proposer’s system assuming a May 1, 2018 go-live date;
   3.9 Confirmation that Proposer shall be responsible for data retention and security compliance requirements; and

4. Handhelds
Proposer shall supply citation issuance equipment and materials for thirty (30) parking enforcement personnel, including handheld computerized citation issuing equipment, printers and customized citation forms with citation envelopes. The Proposer shall be responsible for normal maintenance and service of this equipment.

Handheld Citation Issuance Devices
The City is interested in exploring Apple equipment.

Ideally, the handheld citation issuance devices should include the following features:

1. Water resistant;
2. Ruggedized;
3. Light weight;
4. Durable screen that is scratch resistant over the life of the device;
5. Screen is easily viewable in full sun light and at night;
6. Multiple supported operating systems;
7. Extended battery operation, minimum 10 hours;
8. Wireless communications and data download capability (4G or LTE, at a minimum);
9. Printer (all-in-one or separate);
10. Color camera;
11. Enabled for portable printer communications;
12. GPS location identification and reporting capability;
13. Device has separate, removable media/flash card (if proprietary reader required, Proposer will supply);
14. Proposer to specify size of RAM and application responsiveness when providing requested application processing and daily hot list storage/search functions;
15. Bar code reader;
16. License Plate Reader (LPR) capability;
17. Notification capability;
18. In-vehicle charger;
19. USB plug-in port; and
20. A maintenance and warranty service for handhelds and printers for the length of the contract term.

Handheld Citation Issuance Device Software

Ideally, the handheld software should:

1. Accept electronic files of scofflaw and parking permits on a daily basis;
2. Provide a user-friendly interface for ease of use and durability;
3. Be configurable so that the City may select data entry fields and make them a required entry, an optional entry, or an unused field;
4. Require a password/security sign on to prevent unauthorized use;
5. Support entry of information such as vehicle make, model, color, style, plate type, violation, void and standard codes;
6. Easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process;
7. 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;
8. 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;
9. Produce a voided ticket audit trail;
10. Automatically transfer and upload citations issued by the handheld computer;
11. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.);
12. 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;
13. Support monitoring of vehicles in a fixed time zone;
14. Timestamp transactions by the systems internal clock;
15. Support the issuance and tracking of warnings as well as actual citations;
16. Support standard location codes and descriptions, location comments, and block numbers. Locations shall also be manually generated when necessary; and
17. Able to report issues in the field real time reporting of malfunctioning or missing parking equipment and faded curbs. Reports shall be directed to the City’s CRM software.

Support

Ideally, software support should:

1. Provide technical support and troubleshooting assistance during normal City business hours and provide a contact for emergency after hours support;
2. Provide available staff support during normal City business hours;
3. Provide on-going support and training to the City using real-time remote support capability with existing internet browser applications;
4. Provide training programs to City staff; and
5. Provide user manuals which include step-by-step instructions.

Submittals
Proposers shall submit:
4.1 A detailed description of its handheld devices;
4.2 A yes or no indication as to the ability to meet all functional specifications contained in Section 4 of this RFP, by the number of the specification. Feel free to include any explanatory information; and
4.3 A description of the type of interfacing available (e.g., real time) and the process for interfacing with external applications.

5. Collections

Ideally, the Proposer should:

1. Solicit payment for delinquent citations;
2. Maintain records of all actions taken to solicit payment for each citation, and make such records and information available to City upon City’s request;
3. Provide City with management reports of all activities on behalf of the City on a monthly basis;
4. Process DMV Holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City;
5. Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City;
6. Place registration holds on the unpaid balance, for citations that have not been paid in full;
7. Notify DMV of any change in the bail amount of citations on hold;
8. Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time;
9. Provide monthly report of all reported vehicle make mismatches and bad address mail returns, which shall include citation number, license plate number with State, and error explanation;
10. Receive electronic files of new accounts for collections and updates to any accounts already in collections;
11. Transmit electronic payment files that can be imported into citation management system; and
12. Be able to interface with the Interagency Intercept Program (Franchise Tax Board) for collection of delinquent fees.

Submittals

Proposers shall submit:

5.1 A detailed description of its citation collections program; and
5.2 A yes or no indication as to the ability to meet the numbered specifications contained in Section 5 of this RFP, by the number of the specification. Feel free to include any explanatory information.

PCI Compliance

PCI Compliance for Third-Party Service Provider (TPSP)

1. Within 10 days of execution of this addendum, Provider shall provide an Attestation of Compliance (AOC) with scope verification that matches the type of service provided in this Contract or other PCI compliance documents as acceptable to the City. Provider shall annually provide the AOC or other PCI compliance document acceptable to the City on the anniversary date of this addendum or the AOC renewal date. During this Contract term, Provider must provide the City with a valid PCI compliance document.

2. At the same time that the Provider provides its PCI compliance documents, Provider shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that Provider will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent Provider handles, has access to, or otherwise stores, processes, or transmits City customers' cardholder data or sensitive authentication data or manages the City's cardholder data environment on behalf of the City. Provider shall sign the City's responsibility Matrix, acknowledging its role in PCI Compliance.

3. Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, Provider shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.
4. Within 30 days of this addendum, Provider shall provide a copy of the Provider’s Incident Response Plan ("IRP") that will be implemented in the event of system and/or data-breach/compromise. The IRP must be tested and updated at least annually.

5. The IRP shall include but not be limited to:
   - Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the City and the payment card brands (Visa and MasterCard).
   - Specific incident response procedures.
   - Business recovery and continuity procedures.
   - Data back-up processes. Analysis of legal requirements for reporting compromises.
   - Coverage and responses of all critical system components.
   - Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard).

6. Provider shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment. Upon request by the City, Vendor shall provide inventory documentation for all of its system components.

7. The City will review and verify Provider's written acknowledgement of responsibilities for PCI controls, as stated in #2 above, at least once a year.

6. CONTRACT PERFORMANCE REQUIREMENTS

1. The City of Berkeley shall monitor the contract and, expects the contract project manager to meet with the City as a group on a monthly basis and individually on an as-needed basis to review service levels and identify action items.

2. The Project Manager shall inform the City of any unacceptable performance of duties covered in the scope of services and require remedial action within acceptable timeframes, which may or may not involve financial penalties according to the severity of the situation. The City may request written documentation of the incident and corrective action taken by the vendor. The City shall require employee training for our employees at the expense of the vendor on a case-by-case basis, as needed during the term of the contract.

3. The vendor’s headquarters and cashiering facility must be compliant with the American with Disabilities Act (ADA) regarding disabled access.

4. The vendor shall repair or replace, vendor’s system hardware, personal computers, Local Area Network hardware, and printers which fail to perform, in accordance with the specifications set forth in this RFP.

5. The vendor shall provide a terminal response time of five (5) seconds maximum for 95% of all transactions processed excluding inquiry transaction by name. The vendor must measure and report terminal response time to the City on a monthly basis.

Submittals
Proposers shall submit:

6.1 A yes or no indication as to the ability to meet the numbered specifications contained in Section 6 of this RFP, by the number of the specification. Feel free to include any explanatory information.

7. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The City requests that proposals submitted be organized and presented in chronological order with the RFP and are relevant to these services. This section is intended to provide guidelines to the Proposer regarding features that the City will look for and expect to be included in the proposal. Excessive or irrelevant material will not be favorably received.
7.1 Content & Format

Proposals shall contain no more than the allotted typed maximum pages using a 10 point minimum font size, including resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

1. Page numbering
2. Index/Table of Contents
3. Contractor Identification
4. Client References
5. Contract Terminations
6. Approach
7. Project timeline and Implementation Schedule
8. Team Organization/Support Services including an organization diagram, time commitment of key staff, and brief resumes of key staff
9. Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract
10. Fee Proposal
11. Submittals as requested in sections 3, 4, 5, and section 6

7.2 Contractor Identification

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

7.3 Client References  (Required not scored)

Provide a minimum of 3 client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

7.4 Contract Terminations (Required not scored)

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, indicate no termination or early default in the past five years under this item.

7.5 Approach  (up to 25 points - 20 points will be attributed to the operations scenarios)

15 pages maximum
A description of the proposer's approach and work program to meet the City's objectives (refer to page 3 Scope of Services) shall be included. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items. Additionally, Proposer must include answers to each of the client experience scenarios below:

Client Experience Scenarios
Please describe in detail how the proposed Parking Management System solution will address the following City staff tasks/deliverables, including how the system is set up to accommodate the requests and/or workflow diagrams.

1. Finance/Customer Service
   a. Generate a report that clearly identifies each City staff member (user ID) that approves online permits.
   b. Upon approval of a permit(s), automatically generate a notice that includes customer name, address, and permit number(s) being mailed within the envelope.

2. Parking Enforcement
   a. Generate a report that depicts Parking Enforcement Officer/handheld citation issuance activity by time, officer name/ID, citation type, and geographic location.

3. Parking Citation Adjudication
   a. Process a citation appeal, easily and simultaneously viewing the following:
      i. Citation information
      ii. Images from the citation
      iii. Whether the citation recipient is a permit holder
      iv. Notes associated with the citation made by City staff, including Parking Enforcement Officers, Parking Enforcement Supervisors, Adjudication staff, and Customer Service representatives

4. Permit Program Management
   a. Generate reports that may be exported in PDF and an ArcGIS shapefile:
      i. Identifying who has Merchant Permits, and where/for which addresses they have been issued
      ii. Identifying where (address) specific types of residential permits have been issued

7.6 Project Timeline and Implementation Schedule (up to 15 points)

3 pages maximum

Tied to the “project approach” above, provide a detailed City of Berkeley timeline for specific tasks and implementation of the complete PMS.

7.7 Team Organization/Support and Services (up to 10 points)

8 pages maximum

The purpose of this section is to describe the organization of the project team including sub-contractors and key staff. A project manager and an alternate project manager shall be named who shall be the primary contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and sub-contractors. There also should be a brief description of the role and responsibilities of all key staff and sub-contractors identified in the team organization.

7.8 Statement of Qualifications/Project References (up to 15 points)

6 pages maximum

The information provided in this section should describe the qualifications of the proposer and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project who were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client’s name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.
7.9 Fee Proposal  (up to 30 points)

4 pages maximum

Compensation for services provided shall be based upon the Proposer’s detailed Fee Proposal to furnish the services and equipment detailed in their response.

The Fee Proposal shall identify all costs associated with the comprehensive Parking Management System, including hardware, software, installation, project management, training, support, maintenance and 4-year extended equipment warranty (beyond initial warranty). Maintenance costs shall be provided for a term of five (5) years from date of Parking Management System acceptance.

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services and charges related to completion of the work.

Consumer Price Index (CPI)
Effective July 1, 2019, the fee will be increased or decreased annually on July 1st for the term of the contract based on the April CPI for the San Francisco Bay Area All Consumers not to exceed 3%.

III. SELECTION CRITERIA

<table>
<thead>
<tr>
<th>PROPOSAL EVALUATION CRITERION</th>
<th>Maximum Points</th>
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</thead>
<tbody>
<tr>
<td>Approach to the Scope of Services - answers to operations scenarios (75% weight)</td>
<td>25</td>
</tr>
<tr>
<td>Project timeline, implementation, and training plan</td>
<td>15</td>
</tr>
<tr>
<td>Team Organization/Support Services</td>
<td>10</td>
</tr>
<tr>
<td>Qualifications and experience with similar types of projects/Professional references</td>
<td>15</td>
</tr>
<tr>
<td>Fee Proposal/Proposed Cost</td>
<td>30</td>
</tr>
<tr>
<td>Quality and completeness of submitted proposal</td>
<td>5</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

A selection panel will be convened to review the proposals. The award recommendation will be made for the respondent whose proposal represents the best overall value to the City, price and all other factors considered.

IV. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipts for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley  
Accounts Payable  
P.O. Box 700  
Berkeley, CA  94701  
Attn: Lyesha Garrett Police Department

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.
V. CITY REQUIREMENTS

(Do not modify any part of this section except: Living Wage would not apply if commodities are being purchased and Equal Benefits would not apply if the contract amount will be less than $25,000. If this is the case, do not delete the section just note next to it “Does Not Apply to this Request For Proposal”)

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. Please identify any person associated with the firm that has a potential conflict of interest.

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a
one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently $14.97 (if medical benefits are provided) or $17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VI. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers’ compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.
D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be printed on both sides of the page whenever practical.

E. State Prevailing Wage

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

### VII. SCHEDULE (dates are subject to change)

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP to potential bidders:</td>
<td>October 23, 2017</td>
</tr>
<tr>
<td>Questions Due</td>
<td>October 31, 2017</td>
</tr>
<tr>
<td>Proposals due from potential bidders</td>
<td>November 30, 2017</td>
</tr>
<tr>
<td>Complete Selection Process</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>Council Approval of Contract (over $50k)</td>
<td>April 3, 2018</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>April 4, 2018</td>
</tr>
<tr>
<td>Sign and Process Contract</td>
<td>May 2, 2018</td>
</tr>
<tr>
<td>Notice to proceed</td>
<td>May 3, 2018</td>
</tr>
</tbody>
</table>

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal Attachment A  
- Non-Discrimination/Workforce Composition Form Attachment B  
- Nuclear Free Disclosure Form Attachment C  
- Oppressive States Form Attachment D  
- Living Wage Form Attachment E  
- Equal Benefits Certification of Compliance Attachment F  
- Right to Audit Form Attachment G  
- Insurance Endorsement Attachment H
ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) unbound original and (6) copies
- Contractor Identification and Company Information
- Client References
- Cost proposal by task, type of service & personnel
- Other items the contractor is being requested to supply
- The following forms, completed and signed in blue ink (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Living Wage Form (may be optional) Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide original-signed in blue ink Evidence of Insurance
  - Auto
  - Liability
  - Worker’s Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract can be found on the City’s website on the current bid and proposal page at the top of the page.
NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: 
Address: 
Business Lic. #: 

<table>
<thead>
<tr>
<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
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<td>Female Male</td>
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<tr>
<td>Official/Administrators</td>
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<tr>
<td>Professionals</td>
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<td>Technicians</td>
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<tr>
<td>Protective Service Workers</td>
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<tr>
<td>Para-Professionals</td>
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<tr>
<td>Office/Clerical</td>
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<tr>
<td>Skilled Craft Workers</td>
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<tr>
<td>Service/Maintenance</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td>Totals:</td>
<td></td>
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</tbody>
</table>

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? ________________________

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: ________________________

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: ___________________________ Date: ___________________________

Verified by: ______________________ Date: _________________________

City of Berkeley Contract Compliance Officer
Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.
CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _______________________________ Title: _______________________________

Signature: _______________________________ Date: _______________________________

Business Entity: _______________________________

Contract Description/Specification No: Project Name/ 18-11169-C
CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang

“Personal Services” means “the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor’s failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor’s business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ______________________________ Title: ______________________________

Signature: ______________________________ Date: ______________________________

Business Entity: ______________________________

Contract Description/Specification No.: Parking Management System/ 18-11169-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: ______________________________ Date: ______________________________

Attachment D
CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
   YES ______  NO ______

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ______  NO ______

If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
   YES ______  NO ______

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ______  NO ______

If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

Attachment E
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________

Business Entity: ___________________________

Contract Description/Specification No: Parking Management System/ 18-11169-C

Section III

** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ** *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name ___________________________ Department Representative ___________________________
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address:       | City:      | State: | ZIP:     |
|               |            |        |          |

Contact Person: | Telephone: |          |
|               |            |          |

E-mail Address: | Fax No.:|
|               |         |

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   □ Yes  □ No (If "Yes," proceed to Section 5; if "No", continue to the next question.)

B. Does your company provide (or make available at the employees' expense) any employee benefits?
   □ Yes  □ No
   If "Yes," continue to Question C.
   If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to
   the spouse of an employee? ................................................................. □ Yes  □ No

D. Does your company provide (or make available at the employees' expense) any benefits to
   the domestic partner of an employee? .................................................. □ Yes  □ No
   If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to
   this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.
   If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that
   are available to the domestic partner of the employee? ............................. □ Yes  □ No
   If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
   If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   □ By the first effective date after the first open enrollment process following the contract start date, not to
     exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the
     EBO; or
   □ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the
     Contractor’s infrastructure, not to exceed three months; or
   □ Upon expiration of the contractor’s current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this ________ day of ____________________, in the year __________, at ____________________, __________

(State) (City)

Name (please print) ______________________________ Signature ______________________________

Title ______________________________ Federal ID or Social Security Number ______________________________

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)
☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures
☐ Provisional Compliance Category. Full Compliance by Date: ______________________________

Staff Name (Sign and Print): ______________________________ Date: ______________________________
CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Signed: ___________________________  Date: ______________________

Print Name & Title: ____________________________

Company: ____________________________

Contract Description/Specification No: Parking Management System/ 18-11169-C

Please direct questions regarding this form to the Auditor’s Office, at (510) 981-6750.

Attachment G
CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is ____________________________.

2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
   ____________________________________________.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to ____________________________, Department of ____________________________, Berkeley, CA.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

______________________________________________
Insurance Company

Date: ______________  By: ______________________________________
        Signature of Underwriter's
        Authorized Representative

Contract Description/Specification No: Parking Management System/ 18-11169-C

Attachment H
ATTACHMENT NO. 4
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2019

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

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

PRODUCER
Embroker Insurance Services LLC
24 Shotwell St.
San Francisco CA 94103

INSCRIBED
Passport Labs, Inc.
128 S Tryon St #2200
Charlotte NC 28202

INSCRIBER(S) AFFORDING COVERAGE NAIC #
INSURER A: Great Northern Insurance Company 20303
INSURER B: Federal Insurance Company 20281
INSURER C: Chubb Indemnity Insurance Company 12777
INSURER D: Hudson Specialty Insurance Company 37079

CERTIFICATE NUMBER: 6771

REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>SUBINSURER / INDEMNITOR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>Y 3605-9258</td>
<td>04/01/2019</td>
<td>04/01/2020</td>
<td>EACH OCCURRENCE $1,500,000</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>Y POLICY</td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
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<td>Y LOC</td>
<td></td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>B 7360-8596</td>
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<td>COMBINED SINGLE LIMIT (EA accident) $1,500,000</td>
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<td></td>
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<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td>B</td>
<td>NON-Owned AUTOS ONLY</td>
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<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
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<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
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<td>B 7818-7798</td>
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<td>B</td>
<td>EXCESS LIABILITY</td>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE $12,000,000</td>
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<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td>Y 7175-5465</td>
<td>04/01/2019</td>
<td>04/01/2020</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>C</td>
<td>ANYPRIORITYPARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED?</td>
<td></td>
<td>Y N/A</td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<tr>
<td>C</td>
<td>ANY SUBROGRATION</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>Aggregate $10,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Inglewood, Inglewood Citation Management Services (ICMS), and ICMS Clients are listed as Additional Insureds on a primary non-contributory basis on the General Liability as per written contract.

CERTIFICATE HOLDER
City of Inglewood
ONE MANCHESTER BLVD
P.O. BOX 6500
INGLEWOOD, CA 90301

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Premium Bill

Policy Period       APRIL 1, 2019 TO APRIL 1, 2020
Effective Date     APRIL 1, 2019
Policy Number      3605-92-68 BOS
Insured            PASSPORT LABS, INC.
Name of Company    GREAT NORTHERN INSURANCE COMPANY
Date Issued        APRIL 17, 2019

Portion of total premium attributable for terrorism and statutory standard fire where applicable is Waived
Additional Insured changes. 
This Endorsement generated an Additional Premium which has been waived for this policy term.

Date Payment Due               Premium
APRIL 1, 2019                   Waived

TOTAL                               Waived
IF THIS ENDORSEMENT HAD BEEN IN EFFECT FOR A FULL YEAR THE RETURN OR ADDITIONAL PREMIUM WOULD HAVE BEEN: $ 79

Producer:
EMBROKER INSURANCE SERVICES LLC
104 S MICHIGAN AVE 1120
CHICAGO, IL 60603-0000


**Property Insurance**

**Schedule of Forms**

- **Policy Period**: APRIL 1, 2019 TO APRIL 1, 2020
- **Effective Date**: APRIL 1, 2019
- **Policy Number**: 3605-92-68 BOS
- **Insured**: PASSPORT LABS, INC.
- **Name of Company**: GREAT NORTHERN INSURANCE COMPANY
- **Date Issued**: APRIL 17, 2019

The following is a schedule of forms issued as of the date shown above:

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition Date</th>
<th>Form Name</th>
<th>Effective Date</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>80-02-0315</td>
<td>1-15</td>
<td>SUPP DEC-IMPAIRMENT OF COMP SERVICES</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-1413</td>
<td>3-19</td>
<td>EXCLUSIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-1422</td>
<td>3-19</td>
<td>EXCLUSIONS-EARTHQUAKE AND FLOOD</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-0005</td>
<td>1-18</td>
<td>PROPERTY DECLARATIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>1-15</td>
<td>PROPERTY SUPPLEMENTARY DECLARATIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>7-03</td>
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<td>04/09/19</td>
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<td>04/01/19</td>
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<td>80-02-1004</td>
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<td>04/01/19</td>
<td>04/09/19</td>
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<td>04/01/19</td>
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<td>80-02-1095</td>
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<td>IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-1097</td>
<td>3-19</td>
<td>PROPERTY/BI CONDITIONS &amp; DEFINITIONS</td>
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<td>04/09/19</td>
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<tr>
<td>80-02-1658</td>
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<td>04/01/19</td>
<td>04/09/19</td>
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<td>80-02-5555</td>
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<td>SPECIAL WAITING PERIOD PROVISION ADDED</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-5407</td>
<td>3-19</td>
<td>OCEAN CARGO COVERAGE ADDED</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-10-9141</td>
<td>6-00</td>
<td>NORTH CAROLINA-IMPORTANT FLOOD INSUR NOTICE</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0932</td>
<td>8-12</td>
<td>NORTH CAROLINA MANDATORY</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0996</td>
<td>4-18</td>
<td>IMPORTANT NOTICE-NY LOC INSPECTIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
</tbody>
</table>
Liability Insurance

Schedule of Forms

Policy Period       APRIL 1, 2019 TO APRIL 1, 2020
Effective Date     APRIL 1, 2019
Policy Number      3605-92-68 BOS
Insured            PASSPORT LABS, INC.
Name of Company     GREAT NORTHERN INSURANCE COMPANY
Date Issued         APRIL 17, 2019

The following is a schedule of forms issued as of the date shown above:

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition</th>
<th>Date</th>
<th>Form Name</th>
<th>Effective Date</th>
<th>Date Issued</th>
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<tbody>
<tr>
<td>80-02-0010</td>
<td>11-17</td>
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<td>LIAB GLOBAL EXTENSION W/O CONTROLLED UL INS</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>80-02-0041</td>
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<td>CONDITION - PREMIUM AUDIT</td>
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<td>04/09/19</td>
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<td>COVERAGE TERRITORY, SCHEDULED</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-2367</td>
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<td></td>
<td>ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION</td>
<td>04/01/19</td>
<td>04/17/19</td>
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<td>80-02-0010</td>
<td>4-94</td>
<td></td>
<td>LIABILITY DECLARATIONS</td>
<td>04/01/19</td>
<td>04/17/19</td>
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<td>80-02-0000</td>
<td>4-01</td>
<td></td>
<td>GENERAL LIABILITY</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-2012</td>
<td>6-98</td>
<td></td>
<td>EMPLOYEE BENEFITS ERRORS OR OMISSIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-2324</td>
<td>11-06</td>
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<td>NON-ACCUMULATION OF LIMITS OF INSURANCE</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>EXCLUSION - PRIVACY</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>NORTH CAROLINA MANDATORY</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<td>80-02-6403</td>
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<td>CAP ON CERTIFIED TERRORISM LOSSES</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-6528</td>
<td>1-13</td>
<td></td>
<td>EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-6595</td>
<td>5-06</td>
<td></td>
<td>DEDUCTIBLES</td>
<td>04/01/19</td>
<td>04/09/19</td>
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<tr>
<td>80-02-8290</td>
<td>5-10</td>
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<td>EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-8422</td>
<td>4-12</td>
<td></td>
<td>EXCLUSION - POLLUTION</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-8423</td>
<td>4-12</td>
<td></td>
<td>EXCLUSION - LOSS OF USE ELECTRONIC DATA</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-8425</td>
<td>1-14</td>
<td></td>
<td>EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-8635</td>
<td>11-17</td>
<td></td>
<td>COV-PROD WITHDRAWL EXP &amp; CRISIS ASSISTANCE EXP</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
</tbody>
</table>
Liability Insurance

Declarations

Named Insured and Mailing Address

PASSPORT LABS, INC.
128 S TRYON ST #2200
CHARLOTTE, NC 28202

Policy Number 3605-92-68 BOS

Effective Date APRIL 1, 2019

Issued by the stock insurance company indicated below, herein called the company.

GREAT NORTHERN INSURANCE COMPANY

Incorporated under the laws of INDIANA

Policy Period

From: APRIL 1, 2019 To: APRIL 1, 2020
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT $ 2,000,000

PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT $ 1,000,000

EACH OCCURRENCE LIMIT $ 1,000,000

ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT $ 1,000,000

DAMAGE TO PREMISES RENTED TO YOU LIMIT $ 1,000,000

MEDICAL EXPENSES LIMIT $ 10,000
<table>
<thead>
<tr>
<th>Liability Coverage (continued)</th>
<th>Limit Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMPLOYEE BENEFITS ERRORS OR OMISSIONS</strong></td>
<td></td>
</tr>
<tr>
<td>AGGREGATE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>EACH CLAIM LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DEDUCTIBLE - EACH CLAIM</td>
<td>$10,000</td>
</tr>
<tr>
<td>RETROACTIVE DATE</td>
<td>APRIL 1, 2019</td>
</tr>
</tbody>
</table>
Liability Insurance

Endorsement

Policy Period: APRIL 1, 2019 TO APRIL 1, 2020
Effective Date: APRIL 1, 2019
Policy Number: 3650-92-68 BOS
Insured: PASSPORT LABS, INC.
Name of Company: GREAT NORTHERN INSURANCE COMPANY
Date Issued: APRIL 17, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insured, but they are insured only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

[Signature]
Policy Conditions

Schedule of Forms

Policy Period: APRIL 1, 2019 TO APRIL 1, 2020
Effective Date: APRIL 1, 2019
Policy Number: 3605-92-68 BOS
Insured: PASSPORT LABS, INC.

Name of Company: GREAT NORTHERN INSURANCE COMPANY
Date Issued: APRIL 17, 2019

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<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition Date</th>
<th>Form Name</th>
<th>Effective Date</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>80-02-9001</td>
<td>6-98</td>
<td>HOW TO REPORT A LOSS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9090</td>
<td>6-05</td>
<td>COMMON POLICY CONDITIONS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-10-9111</td>
<td>12-95</td>
<td>IMPORTANT NOTICE-CLAIMS MADE-E&amp;O-NO.CAROLINA</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9736</td>
<td>12-95</td>
<td>NO.CAROLINA MANDATORY - CANCELLATION TERMS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9790</td>
<td>3-12</td>
<td>COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>80-02-9800</td>
<td>12-08</td>
<td>INSURING AGREEMENT</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0732</td>
<td>1-15</td>
<td>NOTICE TO POLICYHOLDERS-TRIPRA</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0792</td>
<td>9-04</td>
<td>IMPORTANT NOTICE - OFAC</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
<tr>
<td>99-10-0872</td>
<td>6-07</td>
<td>AOD POLICYHOLDER NOTICE</td>
<td>04/01/19</td>
<td>04/09/19</td>
</tr>
</tbody>
</table>
June 20, 2019

Mr. Khrisian J. Gutierrez  
Chief Business Development Officer  
Passport Labs, Inc.  
128 South Tryon Street, Suite 2200  
Charlotte, NC 28202

Re: City of Inglewood Agreement No. 17-499

Dear Mr. Gutierrez,

The City of Inglewood ("City") has been contracting with Charlotte, NC-based Passport Labs, Inc. ("Passport") for the procurement of parking citation issuance software and related handheld devices and printers to enable the printing and delivery of citations.

The City’s existing contract piggybacks off of Passport's contract with Hyattsville, MD, which was entered into following a competitive, public procurement process. The City now desires to add additional services that Passport can provide: parking citation processing and collections and digital permits. The City’s existing contract with Passport, as a piggyback contract to the Hyattsville contract, is not well-suited to include these additional services. For this reason, the City proposes to enter into a new contract with Passport that piggybacks off of Passport's contract with Berkeley, CA, which includes the full scope of services the City now desires: parking citation issuance software and related handheld devices and printers, parking citation processing and collections, and digital permits. Immediately after the City enters into a new agreement with Passport, the current piggyback agreement from Hyattsville, MD will be brought to an end.

The Berkeley contract was likewise entered into following a competitive, public procurement process. Given that the City seeks the full scope of services that are covered by the Berkeley contract; we recommend this contracting mechanism piggybacking off of the Berkeley contract as an efficient and expedient procurement method for the City.

Sincerely,

[Signature]

Mario Inga, MBA, CPFM

Copy: Melanie McDade, Executive Assistant to the Mayor and City Manager
### Passport Enforcement Software & Citation Processing

<table>
<thead>
<tr>
<th>City of Inglewood</th>
<th># of ICMS Citations Processed Annually</th>
<th>Per Citation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 - 75,000</td>
<td>$0.95</td>
</tr>
<tr>
<td></td>
<td>75,001 - 125,000</td>
<td>$0.75</td>
</tr>
<tr>
<td></td>
<td>125,001 - 175,000</td>
<td>$0.55</td>
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<tr>
<td></td>
<td>175,001 - 225,000</td>
<td>$0.35</td>
</tr>
<tr>
<td></td>
<td>225,001+</td>
<td>$0.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost per Citation Paid Online</th>
<th>Web Payments - Custom designed payment &amp; appeal website</th>
<th>Online Convenience Fee (Paid by Parker)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>IVR Payments</td>
<td>$3.00</td>
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<tr>
<td></td>
<td>Web Appeals</td>
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</table>

<table>
<thead>
<tr>
<th>Collections Passport</th>
<th>Automatic Notice &amp; Letter Generation</th>
<th>Fee per Letter/Notice Sent (includes postage):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CA DMV Lookups</td>
<td>$1.15</td>
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<tr>
<td></td>
<td>Out of State DMV Lookups</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DMV Hold Placement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DMV Access</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment Plans</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Delinquent Collections Linebarger Goggan Blair &amp; Sampson, LLC</th>
<th>Automatic Notice &amp; Letter Generation</th>
<th>Percentage of Delinquent Citation Fees Collected:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone Call Collection Services</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>FTB Interagency Intercept Collection Program</td>
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</tr>
<tr>
<td></td>
<td>Weekly FTB File</td>
<td>FTB Lookups</td>
</tr>
<tr>
<td></td>
<td>Annual Files Placed at FTB</td>
<td>$4.00</td>
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<tr>
<td></td>
<td>Skip Tracing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payments through RMCPay</td>
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</tr>
<tr>
<td></td>
<td>Operator Management Integration for Payment Processing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lockbox Payment Processing</td>
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<table>
<thead>
<tr>
<th>Operator Management</th>
<th>Unlimited access to software management tool for Enforcement, Permitting &amp; Mobile Payment platforms</th>
<th>Included</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Reporting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Citation Processing - Customer Service Tools</td>
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</tr>
</tbody>
</table>

*Cost per Citation processed for City of Inglewood only. Based on the total number of estimated citations processed per year for all ICMS cities that Passport has an executed amendment with the City of Inglewood (ICMS) to service.*
<table>
<thead>
<tr>
<th>Service Delivery Passport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware</td>
</tr>
<tr>
<td>➔ Online Appeal Reviews</td>
</tr>
<tr>
<td>➔ Online Permit Reviews</td>
</tr>
<tr>
<td>➔ Hosting Services</td>
</tr>
<tr>
<td>➔ Handhelds - Samsung Galaxy S8</td>
</tr>
<tr>
<td>➔ Printers - Zebra zq320</td>
</tr>
<tr>
<td>➔ Other Hardware options &amp; pricing available upon request</td>
</tr>
<tr>
<td>➔ Dedicated Passport Project Manager</td>
</tr>
<tr>
<td>➔ Implementation Specialist</td>
</tr>
<tr>
<td>➔ Project Plan</td>
</tr>
<tr>
<td>➔ Detailed Discovery</td>
</tr>
<tr>
<td>➔ Weekly Calls</td>
</tr>
<tr>
<td>➔ Citation Setup</td>
</tr>
<tr>
<td>➔ Escalation Schedule Setup</td>
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<tr>
<td>➔ Escalation Schedule Testing</td>
</tr>
<tr>
<td>➔ Transfer of All Outstanding Citations</td>
</tr>
<tr>
<td>➔ Administrator role creation and setup</td>
</tr>
<tr>
<td>➔ Passport Overview</td>
</tr>
<tr>
<td>➔ Enforcement Introduction</td>
</tr>
<tr>
<td>➔ OpsMan Mobile</td>
</tr>
<tr>
<td>➔ RMCPay Portal</td>
</tr>
<tr>
<td>➔ OpsMan</td>
</tr>
<tr>
<td>➔ Customer Support</td>
</tr>
<tr>
<td>➔ Operator Management</td>
</tr>
<tr>
<td>➔ Merchant Processor Integration</td>
</tr>
<tr>
<td>➔ Passport Parking Integration</td>
</tr>
<tr>
<td>➔ LPR Integration</td>
</tr>
<tr>
<td>➔ Single-space Meter Integration</td>
</tr>
<tr>
<td>➔ Multi-space Meter Integration</td>
</tr>
<tr>
<td>➔ Unlimited access to 40+ active integrations</td>
</tr>
</tbody>
</table>

On-Site Scope Alignment Meeting
2 Days Included
$895/Day Each Additional

Remote Scope Alignment Included

*Cost per Citation processed for City of Inglewood only. Based on the total number of estimated citations processed per year for all ICMS cities that Passport has an executed amendment with the City of Inglewood (ICMS) to service.*
<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Passport Private Label Mobile Payments</th>
<th>Transaction Fee</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>→ Private Label Android Application</td>
<td>$0.35</td>
</tr>
<tr>
<td></td>
<td>→ Private Label iOS Application</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Private Label Mobile-Optimized Website</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ App Store App with Custom Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Signage and decal production</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Project Management</th>
<th>On-Site²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>→ Dedicated Project Manager</td>
<td>1 day Included</td>
</tr>
<tr>
<td></td>
<td>→ Implementation Specialist</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Project Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Weekly Calls</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Zone setup</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Rate setup</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Rate testing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Administrator role creation and setup</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Configurations</th>
<th>Remote</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>→ Passport Overview</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>→ Application Introduction</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Application Consumer Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Application Configurations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Customer Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>→ Operator Management</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Integrations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>→ Passport Enforcement Integration</td>
</tr>
<tr>
<td></td>
<td>→ Meter Integrations (Current &amp; future)</td>
</tr>
<tr>
<td></td>
<td>→ Unlimited access to 40+ active integrations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Expansions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>→ Tools and assistance for location additions</td>
</tr>
</tbody>
</table>

² On-site implementation/training is optional, all training can be effectively done remotely.

*Cost per Citation processed for City of Inglewood only. Based on the total number of estimated citations processed per year for all ICMS cities that Passport has an executed amendment with the City of Inglewood (ICMS) to service.
<table>
<thead>
<tr>
<th>Expedited Development&lt;sup&gt;3&lt;/sup&gt;</th>
<th>Product Manager</th>
<th>$250.00/ hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Timeline</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full Stack Engineers</td>
<td></td>
</tr>
<tr>
<td>Support</td>
<td>Client Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Product Support Specialists for technical support 7 days a week</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dedicated Client Success Manager for system updates</td>
<td></td>
</tr>
</tbody>
</table>