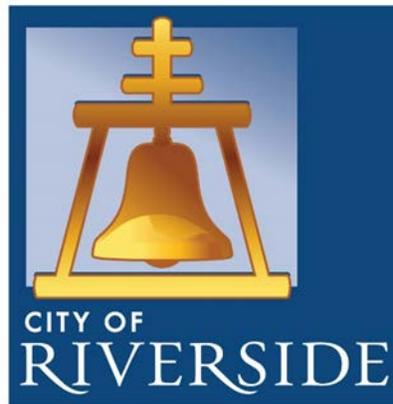


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

Multi-Space Parking Pay Stations

RFP No. 1792



City of Arts & Innovation

**ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:**

Public Works/Parking Services Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

April 25, 2018 BEFORE 3:00 PM PDT

NON-MANDATORY PRE-PROPOSAL MEETING

April 3, 2018 AT 8:30 AM PDT

Request for Proposals

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking a qualified entity or individual (“Company”) with experience in providing, installing and maintaining multi-space parking pay stations which are located downtown. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

It is the goal of the City to select and retain a Company by June 30, 2018. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	03/19/2018	N/A
Non-Mandatory Pre-Proposal Meeting	04/03/2018	8:30 am PDT
Final Questions Due	04/05/2018	Before 4:00pm PDT
Responses to Questions Released	04/11/2018	N/A
Proposals Due	04/25/2018	Before 3:00pm PDT
Interviews, If Needed	Week of 05/07/2018	To be determined
Notification of Tentative Selection	Week of 05/14/2018	N/A
Tentative City Council Meeting to Consider Awarding Contract	06/12/2018	2:00 pm

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The Parking Services Division within the Public Works Department currently has a combination of multi-space and single-head meters to manage parking in more than 1,000 parking spaces.

Total of 79 T2 Luke Multi-Space pay stations of which are 32 – V3 6.4 build 0518 installed in 2008 and 47 – V4 6.4 build 0400 installed in 2009.

Total of 155 IPS M3 Single-space meters installed 2008.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least seven (7) years’ of experience, within the past ten (10) years under a legally registered business name, in providing services of a similar type and scope as described

in the Scope of Services (“Services”) (Exhibit “A”). Have not filed for bankruptcy under any business name over the past five (5) years.

- Have registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidders List. Companies can register at:

[PlanetBids Vendor Portal](#)

- Once registered, Companies must download this RFP by clicking “Place eBid” under their name in order to appear on the Bidder’s List as a “Prospective Bidder.” Companies that fail to specifically download this RFP will not appear on the Bidders’ List and will be unable to participate or be considered for this RFP.
- **A non-mandatory pre-proposal meeting** will be held on **4/03/18 at 8:30am PDT** at City Hall 6th Fl. Large Conference Room at 3900 Main St. Riverside CA 92522.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.
- The highest rated candidates within a competitive range as determined by the City shall participate in a 30-day pilot project for the community to provide feedback at no obligation to the City nor is it a guarantee of securing award and final agreement (see sample agreement Exhibit B). Those selected to participate in the pilot project will be required to enter into a Right of Entry Agreement with the City (Exhibit E) before the pilot project start date.
- The proposed technology manufacturer shall have installed, and have in current operation, at least five-hundred (500) pay stations in North American markets.

5. Scope of Services

The City is seeking a company who can provide all the services requested herein regarding multi-space parking pay stations. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful company will be required to execute a Professional Consultant Services Agreement (Technology Services) (“Agreement”). A sample is attached as Exhibit “B”. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via “Q&A” through the City’s Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be on or before Thursday, 04/05/2018 before 4:00pm PDT. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City’s website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

Proposal Due Date/Time: 04/25/2018 BEFORE 3:00pm PDT

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
 - a. Company Proposed Timeline shall be included in this section
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing (Exhibit C)
- Software-as-a-Service Requirements (Exhibit D)

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

Please include/reference the following requirements:

1. The highest rated candidates within a competitive range as determined by the City shall participate in a 30-day pilot project for the community to provide feedback at no obligation to the City nor is it a guarantee of securing award and final agreement (see sample agreement Exhibit B). Those selected to participate in the pilot project will be required to enter into a Right of Entry Agreement with the City (Exhibit E) before the pilot project start date.
2. The proposed technology manufacturer shall have installed, and have in current operation, at least five-hundred (500) pay stations in North American markets.

3. Companies shall submit a proposal that includes a proposed timeline to meet all deliverables stated in the Scope of Services herein.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

e. Experience and References

Company shall provide at least three (3) references, within the past ten (10) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least seven (7) years' of experience, within the past ten (10) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

f. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs which will be made part of the Agreement.

- a. Proposers shall use Exhibit “C,” Cost and Pricing Form, attached herein and submit as part of their proposal response.

h. Software-as-a-Service Requirements

All proposals submitted shall include a response addressing ALL of the Software-as-a-Service Requirements which will be made part of the Agreement.

- a. Proposers shall use Exhibit “D,” Software-as-a-Service Requirements Form, attached herein and submit as part of their proposal response.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City’s Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder’s List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (20%)
- b. Pricing (25%)
- c. Experience (Projects of similar size and scope) (20%)
- d. Professional References (10%)
- e. Approach and Methodology (25%)

If needed, interviews will be scheduled the week of 05/07/2018.

If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The highest rated candidates within a competitive range as determined by the City shall participate in a 30-day pilot project for the community to provide feedback at no obligation to the City nor is it a guarantee of securing award and final agreement (see sample agreement Exhibit B). Those selected to participate in the pilot project will be required to enter into a Right of Entry Agreement with the City (Exhibit E) before the pilot project start date, and the selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation.

If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall last for five (5) years with the option to extend for two (2) additional two-year terms not to exceed nine (9) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

1. Pay Station Requirements

All proposals shall include a detailed timeline of the work to be completed.

The multi-space parking pay stations shall have the following features and capabilities:

1.1. Certification and Compliance

The pay station equipment shall have the following on the Effective Date of the Agreement, and renew as appropriate throughout the contract term the certifications listed below:

- 1.1.1. Pay stations shall be Payment Application Data Security Standard (PA-DSS) validated by a Payment Application Qualified Security Assessor (PA-QSA) and be verified on PCI SSC's list of PA-DSS validated payment applications.
- 1.1.2. The Contractor's payment software submitted for PA-DSS validation shall incorporate: "Hold and Send" protocol; Contactless Payment; and Remote connections capability such as Short Messaging Service (SMS).
- 1.1.3. The Contractor's credit card gateway shall maintain appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 or higher Service Provider. The Contractor shall comply with the Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection Program (SDP).
- 1.1.4. Federal Communications Commission (FCC) Certification.
- 1.1.5. The Vendor shall provide a copy of all renewed compliance certificates as applicable no later than thirty (30) days prior to the expiration of the current compliance certificate. The Contractor shall, within seven (7) business days of a request from the City, provide verification of compliance with the certifications or renewals.

1.2. General

- 1.2.1. All materials and components of pay stations shall be new and unused.
- 1.2.2. Pay station mechanical components shall remain usable and serviceable in the event of technological improvements or advancements.
- 1.2.3. If vendor releases a new hardware model within three (3) months of the Effective Date of Agreement, they shall update the City's hardware to the new model at no additional cost.
- 1.2.4. Technological improvements or advancements, including software updates for the system shall be conducted during the expected useful life of the product.
- 1.2.5. Pay stations must support pay-and-display, pay-by-license plate, or pay-by-space options. Pay stations shall be capable of changing between these with relative ease through plug-and-play parts.
- 1.2.6. Pay station housings shall be made of corrosion resistant material. They must withstand climate temperature extremes including cold, heat and humidity. The

water resistant feature shall prevent water from damaging internal electronic components to the maximum extent possible.

- 1.2.7. Pay stations shall feature an out-of-order function that date and time stamps the out-of-order event for reconciling with parking citation information.
- 1.2.8. Pay stations shall be capable of accepting pre-payment prior to the start of enforceable parking hours and show that the space has been paid through the start of enforced parking.
- 1.2.9. Pay stations shall accept payments for any pay station in the parking meter zone (PMZ), provided that the pay station has a secure active connection with encryption to communicate payment to the Meter Management System (MMS).
- 1.2.10. Pay stations shall provide SMS notifications to the user. Provide details and examples of the SMS capabilities such as payment receipt or notifications.
- 1.2.11. Pay stations shall not accept payment during restricted parking periods, e.g., holidays or after-hours.
- 1.2.12. Pay stations shall be tamper resistant so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
- 1.2.13. Pay stations and related systems shall comply with all applicable American Disabilities Act (ADA) rules and regulations.
- 1.2.14. Pay station housing surfaces shall be of a graffiti resistant finish so it can easily be cleaned without discoloring or scratching.
- 1.2.15. Pay stations shall have a solar panel with a rechargeable battery and AC power capability.
- 1.2.16. Pay stations shall have recessed hinges for the maintenance door and the collection vault door.

1.3. Technical

- 1.3.1. All electronic components, connections, CPU, and wiring shall be fully weatherproofed for their useful life.
- 1.3.2. Electronic components shall be sealed, water resistant, and operate in conditions of extremely high humidity and within a temperature range of -10 degrees to 140 degrees Fahrenheit.
- 1.3.3. Electronic components shall be plug-and-play and easily interchangeable without the use of special tools.
- 1.3.4. Electronic components shall be easily accessible for maintenance.
- 1.3.5. Display Screen Requirements
 - 1.3.5.1. The initial display screen shall be in English, and shall have options to display instructions for the user in other languages, as determined by the City of Riverside.
 - 1.3.5.2. The display screen shall be designed to resist condensation.
 - 1.3.5.3. The display screen shall be backlit under low light environments so that it is legible and visible under bright sunlight, dark evenings, and at various angles.

- 1.3.5.4. The display screen shall be graffiti and vandal resistance and protected against scratching and etching by an ultra-violet resistant material that can be replaced within five (5) minutes or less without the use of special tools.
- 1.3.5.5. The display screen shall be able to electronically display:
 - Current date and time
 - Rates
 - Days and hours of operation
 - Instructions to the user
 - Tow away/citation information
- 1.3.5.6. The display screen shall have the capability to display messages downloaded from the back office software.
- 1.3.5.7. The display screen shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the pay station.
- 1.3.5.8. Pay stations shall feature on-board diagnostics that include a full menu on the display screen that shows error codes that allow technicians to analyze and troubleshoot problems on-site.
- 1.3.5.9. Provide details of how the technicians shall be granted access to the system. The City must review the authentication and authorization requirements.
- 1.3.6. Pay stations shall automatically adjust internal clocks for daylight saving time periodic changes.
- 1.3.7. Pay station clocks shall be synced each time they communicate with the MMS. Any clock that is off by more than two (2) seconds shall generate an alarm. Said alarm shall include the number of seconds, minute, hours, days, months, or years by which the clock is off. For example, if the time was 13:05:00 on January 2, 2018 and the pay station's clock reported 14:15:15 on February 2, 2018, the alarm would state that the pay station is 1 hour, 10 minutes, 15 seconds, 31 days, and 0 years off. There shall be no maximum deviation that shall prevent the clock from syncing with the MMS. If a Network Time Protocol (NTP) is being used to manage the accuracy of the clock, please provide the NTP source.
- 1.3.8. Time of day and day of week shall be visible to maintenance staff on the front display screen.
- 1.3.9. Pay stations shall include an alphanumeric keypad for inputting information.
- 1.3.10. Describe how to enter symbols, such as a heart, star, hand, or plus sign, when using the keypad to complete a transaction under the pay-by-plate sequence.
- 1.3.11. The keypad shall be durable and resistant to water damage and vandalism.
- 1.3.12. The built-in printer shall be a thermal graphic printer where the receipt is printed internally and ejected externally to the user.
- 1.3.13. The printer shall contain or work with a self-sharpening cutter blade to eject receipt.
- 1.3.14. The printer shall be capable of printing the following information:

- Transaction date and time
 - Session start and end times
 - Amount paid
 - Payment method
 - Meter ID
 - Space number
- 1.3.15. The printer shall be easily removable for maintenance and repair by a City technician without the use of special tools.
- 1.3.16. Space Report for enforcement shall indicate payment status for all spaces managed by each pay station.
- 1.3.17. Power Supply
- 1.3.17.1. The power supply system shall be built into and fully integrated with the pay station, rather than an add-on solar panel that is connected to an internal battery.
- 1.3.17.2. Pay stations shall be able to retain all stored programming, operational, and financial audit data for a minimum period of ninety (90) days should a pay station lose power (solar and/or battery) or the battery becomes depleted or disconnected.
- 1.3.17.3. A low battery remote alarm indicator shall be included with the pay station to facilitate timely replacement of batteries. A low-battery alert shall be sent to the MMS at least seven (7) calendar days prior to the pay station going out of service.
- 1.3.17.4. Batteries shall have a minimum shelf-life of two (2) years. Battery connections shall be designed to resist corrosion and to sustain a minimum of five (5) years of service.
- 1.3.17.5. Batteries shall remain useable for a minimum of nine (9) months with solar charge.
- 1.3.17.6. Current battery voltage shall be available on the pay station display and via the MMS.
- 1.3.17.7. Pay stations shall include a solar panel, rechargeable battery and have an AC power option.
- 1.3.17.8. The City prefers that the battery be standard “off-the-shelf” battery products available for the general public.
- 1.3.18. Maintenance Compartment
- 1.3.18.1. Opening the maintenance door shall generate a back office report to the MMS.
- 1.3.18.2. Pay stations shall have a prefabricated design such that pay station components shall be able to be exchanged or replaced in the field in five (5) minutes or less. These components include: display screen, CPU box, coin validator, coin escrow, anti-pin mechanism (if applicable), battery, printer (if applicable), card reader, contactless card reader, and keypad.
- 1.3.19. Opening the collection vault door shall generate a back office report to the MMS.
- 1.3.20. Cash Box

- 1.3.20.1. The cash box shall be located in the collection vault area of the pay station.
 - 1.3.20.2. The cash box will be equipped with a self-locking mechanism that is separate from the locking mechanism of other compartments of the pay station.
 - 1.3.20.3. The cash box shall be made of light, durable material that is easy to handle.
 - 1.3.20.4. The cash box shall have a reset flag, or similar, to indicate that the cash box was emptied and reset for the next collection.
 - 1.3.20.5. Removing the cash box shall generate a back office report to the MMS that includes the date and time of removal, the unique cash box ID, and the meter ID from which it was removed.
- 1.3.21. Security and Coin Collection
- 1.3.21.1. Pay stations shall have separate compartments and access doors for the maintenance and collection vaults.
 - 1.3.21.2. The pay station collection vault and maintenance doors shall be of high grade steel, resistant to vandalism.
 - 1.3.21.3. All locks for the pay stations must be high security locks with anti-tampering protection.
 - 1.3.21.4. Pay stations shall automatically and immediately communicate the total dollar amount and number of coins for each denomination as well as total revenue after any successful collection to the proposed MMS.
- 1.3.22. Coin Chute
- 1.3.22.1. The coin chute shall pass invalid forms of payment back into the coin return.
 - 1.3.22.2. The coin chute shall include an anti-backup provision to prevent the retrieval of deposited coins.
 - 1.3.22.3. The entrance to the coin chute shall be replaceable stainless steel to accommodate and/or screen out coins of various sizes.
 - 1.3.22.4. Pay stations shall have multiple sensors along the path of the coin chute to register any blockages or jams.
 - 1.3.22.5. The jam alarm shall remain active only as long as the cause of the jam is present in the coin chute.
 - 1.3.22.6. Jams shall be recorded in the maintenance log any time the coin chute detects a jam or blockage.
 - 1.3.22.7. Clearing a jam in the coin chute shall take five (5) minutes or less and shall not require the use of special tools. B. Pay stations shall return to full functionality within one (1) minute of replacing the coin chute.
- 1.3.23. Coin Validator
- 1.3.23.1. The coin validation mechanism shall be programmable to accept a U.S. nickels, dimes, quarters, and dollar coins.
 - 1.3.23.2. Should the U.S. Mint change existing currency in any way, the Contractor, at its own expense, shall update software to accept the new and old coins as they become available to the general public.

- 1.3.23.3. Pay stations shall detect international coins, slugs, and other invalid payment tokens and reject them as forms of valid payment.
 - 1.3.23.4. The coin validation mechanism shall register metallic jams and send an alarm to the MMS. Non-metallic items are rejected and do not pass through the anti-pin mechanism or the coin validation mechanism; these items are not recorded in the maintenance log.
 - 1.3.23.5. If the coin slot is inoperable, the pay station shall accept card payment, pay-by-phone payment, or near field communication (NFC) payment and display an appropriate customer service message to the Customer.
 - 1.3.23.6. The coin chute shall deposit coins directly into a sealed cash box located in a separate collection vault area of the pay station.
 - 1.3.23.7. The City of Riverside has a token program for merchants to provide their customers with free parking on a future visit. Confirm that the pay station is capable of accepting the current token.
- 1.3.24. Card Reader
- 1.3.24.1. Pay stations shall accept the following methods of card payment: credit and debit card payments via magnetic strip card reader, credit and debit card payments via EMV chip technology, and credit and debit card payments via contactless chip technology or NFC technology (e.g., Android Pay, Apple Pay, or Samsung Pay) via a NFC-enabled device.
 - 1.3.24.2. The card reader shall accept credit and debit card payments using a real-time Level 1 or higher PCI vendor managed authorization process.
 - 1.3.24.3. If the card reader is inoperable, the pay station shall accept coin payment, pay-by-phone payment, or NFC payment and display an informative message to the user.
 - 1.3.24.4. The card reader shall be non-locking and shall allow users to remove cards without damage to the card, especially in the event of a power failure or a fault situation. If a card is inserted improperly, the card shall be easily removed by the user without the use of any tools.
 - 1.3.24.5. Pay stations shall clearly display the proper card orientation for insertion by the Customer and shall be designed to minimize confusion to the maximum extent possible.
 - 1.3.24.6. All credit card pre-authorization amounts shall be at minimum one US dollar (\$1.00) or one-hour, per Parking Rate and Hour Schedule.
 - 1.3.24.7. The credit card payment gateway provider shall be compatible with and certified for use by credit card processor at the acquiring bank of the City's choice.
 - 1.3.24.8. The card reader shall have sensors to register any blockages or jams.
 - 1.3.24.9. Jams shall be recorded in the maintenance log any time the card reader sensor detects a jam or blockage.
 - 1.3.24.10. Pay stations shall return to full functionality within one (1) minute of replacing the card reader. The replacement process shall take no longer than five (5) minutes. No special tools shall be required for replacing these parts.

1.3.24.11. Provide details and an example of the use of visual tamper resistant tape or indicator for the users in case someone breaks the device open and adding unauthorized credit card capture device.

1.4. Payment Options

1.4.1. Pay stations shall accept U.S. currency in the form of coins in nickel, dime, quarter, and dollar denominations.

1.4.2. Pay stations shall accept credit and debit cards: American Express, Discover, MasterCard, and Visa.

1.4.3. Pay stations shall accept pay-by-phone payments from the City's designated service provider.

1.4.4. When a Customer uses the pre-pay option, the pay station shall add the time the vehicle is parked prior to the operating hours to the requested paid parking time to ensure proper enforcement. For example, if the operating hours begin at 8:00 a.m., and a customer completes a payment transaction at 7:00 a.m. and pays for two hours, the pay station shall display that parking is valid from 7:00 a.m. to 10:00 a.m.

1.4.5. Pay stations shall allow a Customer to add time to their existing parking session from other pay stations within walking distance in the general area/PMZ, up to the maximum time allowed for that session.

1.4.6. Pay station shall print the customer payment receipt with payment price and start and expiration times indicated on receipt.

1.4.7. Pay stations shall accept all available types of payment for adding time to a session.

1.4.8. Pay stations shall accept all other valid forms of payment except coins when the cash box is full or removed. An informative message shall be displayed on the display screen.

1.4.9. Pay stations shall not accept any form of payment until a valid parking space is entered into the pay station.

1.4.10. Pay stations shall process card transactions in real-time. The length of allowable processing time to complete the transaction on-line before approving it off-line shall be User configurable.

1.4.11. Pay stations shall complete any payment type transaction within thirty (30) seconds form the last User input, e.g., pressing an "OK" button, to approval and completion.

1.4.12. Pay stations shall include a method to test coin and credit card use without being logged in the payment audit data. When the pay station testing is complete, the pay station shall automatically return to normal operation without further operator intervention or commands.

1.4.13. Pay stations shall allow for the City's maintenance staff to add time for spaces under its control without making payments and/or having the payment register as revenue in the audit information. The value of the payment shall be logged as \$0.00.

1.4.14. Pay-By-Phone

The Contractor shall ensure that the pay stations and the MMS are integrated with

the City's designated Pay-By-Phone service provider. The integrated solution must include sending Pay-By-Phone payments through cellular or wireless network to the Pay-By-Phone service provider and back to the pay station so that payment for a selected space is clearly indicated on the pay station for user verification, enforcement inquiries, and maintenance inquiries.

1.5. Auditing Capabilities

- 1.5.1. 1. Pay stations shall record and store the number and value of all valid coins, including a count of each individual type of valid coin, and the date and time each coin was inserted.
- 1.5.2. Pay stations shall reject each invalid coin and record the number of invalid coins inserted.
- 1.5.3. Pay stations shall record and store the number and value of pre-paid and credit card transactions and a summary of electronic cash amounts.
- 1.5.4. Each type of payment information, such as valid coins, invalid coins, credit card payments, pay-by-phone, and NFC payments, shall be recorded and stored separately in the pay station's memory.
- 1.5.5. Electronic information (coin count and revenue totals) shall be 99% accurate when compared to the following:
 - Coins: MMS collection report with physical coin count
 - Credit Card: gateway report with bank deposit
- 1.5.6. Audit information shall be transmitted wirelessly to the MMS, and be available for retrieval through the MMS and at the pay station via the maintenance menu and a removable memory device.
- 1.5.7. Any financial data must not be affected by the reading or retrieval of maintenance data, by resetting the pay station, or by other maintenance events.
- 1.5.8. Collection Event Recording and Revenue Counter Reset
 - 1.5.8.1. Pay stations shall reset coin counters at the time of the physical coin collection.
 - 1.5.8.2. Pay stations shall record the time and date of the collection vault door opening and detailed coin audits since the last coin collection within the proposed MMS. This report shall be sent to the City's contracted meter collections operator on a daily basis.
 - 1.5.8.3. Pay stations shall automatically record all collection vault opening events data into the proposed MMS.
 - 1.5.8.4. Pay stations shall be capable of storing or retaining all transaction data for a minimum of thirty (30) days.

1.6. Customer Interface

- 1.6.1. Pay stations shall have a mechanism that provides prompting and confirmation to the user as one conducts a payment at the pay station.
- 1.6.2. Pay stations shall display a message that clearly indicates when a card swipe or tap does not result in the start of the payment authorization process and the reason for the issue.
- 1.6.3. Pay stations shall confirm the success or failure of an attempt at purchasing time.

- 1.6.4. Pay stations shall allow a Customer to view the current paid time and to purchase additional time, up to the maximum allowable time, regardless of who paid the space previously.
- 1.6.5. During a Customer transaction at the pay station, pay stations shall display the date, price per hour, amount paid, parking space number or license plate for which time was purchased, and expiration of the session.
- 1.6.6. Pay stations shall be programmable to increase or decrease the amount of time purchased in increments of fifteen (15) minutes with each press of the (+) add or (-) subtract time button.
- 1.6.7. After a Customer successfully completes a pay-by-phone transaction, the pay station shall display the accepted transaction, date, amount paid, parking space for which time was purchased, and expiration time of the session, should a Customer elect to verify at the pay station that the attempted transaction was successful.
- 1.6.8. Describe the messages a customer would see at the pay station and through pay-by-phone service that indicate when the maximum posted time duration has been reached or when a parking restriction will impact the requested amount of time to be purchased.
- 1.6.9. Describe the message a customer would see at the pay station when the meter falls under AB 1625, Inoperable parking meters.
- 1.7. Communications
 - 1.7.1. Pay stations shall be equipped with, at minimum, a 3G wireless cellular modem (preferably the latest technology available), antenna, and required software to support wireless communications.
 - 1.7.2. Pay stations should offer the availability to use WiFi and allow the elimination of 3G connectivity if WiFi service is available. Please provide options if not standard equipment.
 - 1.7.3. Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server, handheld meter maintenance and enforcement tools. Specific interface requirements shall be provided by the City.
 - 1.7.4. The MMS shall transmit alarm data to the City's meter maintenance staff by e-mail and/or text message within ninety (90) seconds of receiving alarm data from any pay station.
 - 1.7.5. Pay stations shall transmit payment data, whether by credit card payment using the card reader, pay-by-phone payment, NFC payment, or coin payment, to the MMS after determining that the transaction has been completed.
 - 1.7.6. Pay stations shall transmit any status change, e.g., paid/expired, outage, to the MMS in real time.
 - 1.7.7. Pay stations shall provide secure on-line authorizations of credit card payments at the time of the transaction.
 - 1.7.8. Pay stations shall initiate communication with the MMS on a schedule agreed upon between the City and the Vendor, regardless of the occurrence of transactions or faults.

- 1.7.9. The Vendor shall have a process to troubleshoot and resolve communication interruptions and failures.
- 1.7.10. Describe the method to identify a communications failure or interruption of wireless service and the related alarms.
- 1.7.11. All payment information shall be encrypted while in transit and at rest (stored). Provide information of how the system complies with this requirement.

2. Service Requirements

2.1. Meter Management System (MMS) Support and Licensing

The Vendor shall provide a hosted meter management system (MMS) and maintain all required licensing for the MMS for the length of use of the pay stations by the City.

2.1.1. General

2.1.1.1. The MMS shall contain, at minimum, the following general elements:

- System Administration
- Asset and Inventory Management
- Faults and Maintenance Reports
- Revenue Reports
- Management of User Permissions and Alarms
- Credit Card Blacklist
- Pay Station Behavior Programming
- Management of the maintenance work orders

2.1.1.2. The MMS shall be server-based and accessed via the Internet. Communication and payment information shall be encrypted. The MMS shall not require any custom software to be installed on the end user's machine.

2.1.1.3. The MMS shall provide a smartphone application to update, reassign, and close out maintenance tickets. Provide information on how the users will authenticate to this application.

2.1.1.4. The Vendor shall be responsible for delivering MMS application updates to the City for the useful life of the pay stations, at no additional cost.

2.1.1.5. For any other mutually agreed upon alternative Internet browsers, and upon reasonable notice, the Contractor shall be responsible for delivering any and all updates to its MMS to ensure full compatibility with the latest versions of the Internet browsers for the useful life of the pay stations, at no additional cost.

2.1.2. MMS Profiles and Permissions

2.1.2.1. The MMS shall support a minimum of five (5) Profile groups, each with its own set of permissions for viewing reports and/or conducting changes to pay station programming.

2.1.2.2. The MMS shall allow the City to manage Profiles and permissions directly, without having to go through the Vendor to add users, or assign or modify Profile permissions through active directory federated services.

2.1.3. Asset and Inventory Management

- 2.1.3.1. The MMS shall, at a minimum, have the ability to record and display the following information:
- Date and time stamp of all maintenance, inventory, and audit data.
 - Pay station serial numbers, maintenance routes and descriptions, collection routes, and parking space numbers.
 - Audit, maintenance, inventory, and programming transactions for a given parking space number.
- 2.1.4. Faults and Maintenance
- 2.1.4.1. The MMS shall record all pay station faults and include the date and time the fault occurred, the date and time of notification, the date and time the fault was cleared, and a brief description of the fault.
- 2.1.4.2. The MMS shall record every pay stations' general status and performance, including fault and maintenance events, parking sessions, financial transactions, and payment status time, where status time is defined as the time the result of a payment request was generated.
- 2.1.4.3. The MMS shall contain, at a minimum, the following reports:
- 2.1.4.3.1. Maintenance activity by pay station serial number, parking space number, parking meter technician, and/or operational status.
- 2.1.4.3.2. Exception report for pay stations not repaired.
- 2.1.4.3.3. Exception report for pay stations that have not communicated with the MMS within two (2) hours or the time(s) determined by the LADOT to be an exception, including the number of hours since the last communication.
- 2.1.4.3.4. Operational status by:
- Pay station serial number
 - Meter ID number
 - Parking space number
 - Date and time – This shall include automatic health events created by the pay station and manually entered by the parking meter repairer's maintenance activity.
- 2.1.4.4. The Vendor shall include a list of standard Maintenance and Faults Codes with its proposal. The City shall be able to add User-defined maintenance and/or fault codes to this list.
- 2.1.5. Pay stations shall log and transmit to the MMS all pay station health status alarms. The MMS shall retain that information, including time of alarm, recommended action to resolve the issue, time the issue was resolved, who resolved the issue, and the action taken.
- 2.1.6. MMS Notifications
- 2.1.6.1. Pay stations shall log and transmit to the MMS in real time via e-mail or text message the following events listed directly below.
- 2.1.6.1.1. Initial low battery setting has been reached
- 2.1.6.1.2. Wireless communications interruption – Pay stations shall log if wireless communications are down to the Events logs when it attempts to

communicate; this information shall be transmitted to the MMS when the cellular network becomes available.

2.1.6.1.3. Status/record of all file transfer activities, including who requested the file transfer, date and time the request was made and sent, and pay station accepted status.

2.1.6.1.4. No transaction of any kind within a defined timeframe.

2.1.6.1.5. No coin transaction within a defined timeframe.

2.1.6.1.6. No credit card transaction within a defined timeframe.

2.1.7. Reports

2.1.7.1. The MMS shall provide general reporting and data analysis capabilities, including cash box status and revenue collection reports, alarm status, transaction detail, and operation status.

2.1.7.2. The MMS shall store up to five years of historical data to generate reports, at no additional cost to the City.

2.1.7.3. The MMS shall have a feature to request or generate custom reports by the User.

2.1.7.4. The MMS shall contain summary and detailed revenue reports, down to the parking space level with revenue broken down by payment.

2.1.7.5. The Revenue Collection report shall include the time and date of the collection, cash box identification, meter ID, detailed coin audits, and total amount collected since the last coin collection.

2.1.7.6. The Revenue Collection report shall be automatically sent on a daily basis to the recipients designated by the City.

2.1.7.7. The MMS shall include a standard report showing the number of rejected credit cards per machine, broken down by reason for rejection, including, at minimum, the following three reasons:

1. Charges declined by the Bank
2. Communications failure prevented the authorization
2. Card was unreadable

2.1.7.8. The MMS shall allow Users to look up credit card transactions by providing a partial credit card number and/or expiration date. The MMS shall not store full credit card numbers.

2.1.8. Within ninety (90) calendar days of the Notice to Proceed, the MMS shall be able to transmit pay-by-phone payment status to the pay station's selected parking space.

2.1.9. Pay station rates and configuration updates, including holiday schedules or special events, shall be capable of being managed solely through the MMS.

2.1.10. Describe the MMS's ability to support a Parking Space Inventory Report that describes pay station behavior for every parking space for every time slot of each day.

2.2. Installation

2.2.1. Prior to general pay station delivery, the Vendor shall provide the City with one fully functional pay station, including the surface mount installation kit.

- 2.2.2. The Vendor shall deliver each pay station complete, including all parts and materials needed for immediate deployment and installation.
- 2.2.3. The Contractor shall ensure that each pay station is properly configured, tested, able to connect to the network, and fully functional at the time the City takes possession of the pay stations.
- 2.2.4. As installation progresses, the Vendor shall create electronic inventory records in the MMS for the installed pay stations, including but not limited to delivery dates, install dates, and meter ID location.
- 2.2.5. The Vendor shall provide a list of recommended equipment parts to support pay station installation.
- 2.2.6. The City or Contractor will provide the following no later than forty-five (45) calendar days prior to any shipment:
 - 2.2.6.1. Machine configuration, including all required options, forms of payment, meter ID, space numbers, and rate policies.
 - 2.2.6.2. Approval of any labels, stickers of any kind (including graphics), form of message, content of message, messages that are to be programmed into the pay station prior to installation, color for machines, rates, all required machine profiles, meter ID and space number, machine behavior for each space, and other configuration to be pre-programmed into the MMS prior to installation on the street.
 - 2.2.6.3. A list of U.S. coins that the City wants as valid coins.
 - 2.2.6.4. A list of City observed holidays.
 - 2.2.6.5. Assistance in completing pay station configuration form prior to product shipment.
- 2.2.7. The City or Contractor will provide the following forty-five (45) calendar days prior to installation:
- 2.2.8. Merchant account set-up for credit card clearance and Payment Gateway Account Activation.
- 2.2.9. The proposed installation schedule by area to coordinate the programming and commissioning of pay stations

2.3. Training

The Vendor shall provide the following training:

- 2.3.1. Training in the Meter Management System (MMS) in all areas necessary to deploy, maintain, operate, and enforce pay stations to be supplied under the contract.
- 2.3.2. Three (3) eight-hour days of detailed training, covering maintenance, finance, accounting, audit, enforcement, and meter management usage, as scheduled by the City
- 2.3.3. If the City decides that more training is required within the contract term, the Vendor shall provide up to two (2) additional eight-hour training sessions, covering maintenance, finance, accounting, audit, enforcement, and meter management usage, as scheduled by the City.

- 2.3.4. The initial training for the City's systems managers, field technicians/personnel, collection staff, and other staff designated by the City must be completed before turning on the new pay stations.
- 2.3.5. Schedule for the training will be arranged by the City.
- 2.3.6. Supply and maintain current hard and digital copies of all operating, training, and repair manuals.
- 2.3.7. Grant the City the rights to reproduce all training, operating, and repair manuals necessary for staff.

2.4. Warranty and Support

The Vendor shall provide the following Support:

- 2.4.1. An on-site Program and Project Manager that is available in person, by phone, or by e-mail, between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except for official City holidays, for the duration of the active installation period.
- 2.4.2. The Contractor shall provide online current copies of all User, commissioning, operations, and technical manuals needed to support pay station operation.
- 2.4.3. The warranty period on each pay station shall commence when the batch is accepted in writing.
- 2.4.4. Pay stations shall be warranted to operate in full functionality for a period of at least two (2) years with an additional three (3) one-year options from the date of acceptance/during the full term of the Contract. All pay station hardware and software parts shall be covered under warranty.
- 2.4.5. The Vendor shall be responsible for providing all new software and firmware releases as they become available. This provision shall survive the expiration of the contract so long as the pay stations are in use by the City.
- 2.4.6. Pay stations shall be warranted to operate as proposed within a temperature range of 140 degrees to -10 degrees Fahrenheit and under environmental conditions found in the Los Angeles area, including but not limited to, wind-blown grime, rain, fog, salt air, sun (especially direct sunlight), and vibrations.
- 2.4.7. The Contractor shall pay for warranty shipments from the City to the Vendor's warranty handling facility and back to the City.
- 2.4.8. The Contractor shall provide an automated Return Merchandise Authorization (RMA) process that is available through the Vendor's MMS. The Vendor shall also provide customer service support for RMAs through a contact phone number and/or e-mail to assist the City in determining if the item to be returned is covered under warranty services or requires payment for replacement.
- 2.4.9. The Contractor shall provide electronic maintenance manuals including recommended preventive maintenance schedules.
- 2.4.10. Contractor will provide unlimited technical phone support to City during Vendor's regular phone support hours.

3. Other Services

- 3.1. With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.
- 3.2. The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified. Including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City of Riverside.
- 3.3. The City would like to consider an option for a merchant validation program to enhance the overall patron and neighborhood business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fee.

EXHIBIT B

Sample Professional Consultant Service Agreement (Technology Services)

PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**] (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: termination date, for example: May, 3, 2012**], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, for example: Two Thousand Five Hundred Dollars**] [**Enter in numeric dollar amount: for example: (\$2,500)**] payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone

employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations.

These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate

limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed

by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

SAMPLE

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT'S NAME**],
a California corporation

By: _____
City Manager

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____
Finance Director

[Printed Name]

Approved as to Form:

[Title]

By: _____
Chief Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE

EXHIBIT "B"
COMPENSATION

SAMPLE

EXHIBIT "C"

KEY PERSONNEL

SAMPLE

EXHIBIT C

Cost and Pricing Form

Capital Costs					
Description of Model (s)	# of Units	Unit Price	Total Cost		
1				Applicable if proposing more than one model.	
2					
3					
Ongoing Maintenance and Operating Costs					
Description		Per Transaction	Additional Monthly Fees	Annual Cost	
4 Gateway Fees					
5 Processing Fees					
6 Communication Fees					Communication Provider:
7 Annual Software					
8 On-Call Operations & Maintenance Support*					*Assume Operations & Maintenance Support is phone based following the completion of on-site training and implementation.
9 After Hours Support					
Other Fees					
10 Shipping					
11 Training					
12 Marketing					
13 Other:					
	Submit attachments with description(s).				
*Submit a spare parts price list with park and unit costs.					
Grand Total					
14 Grand Total					
	* Pricing will be evaluated by the City based on the grand total amount proposed here.				

EXHIBIT D

Software-as-a-Service Requirements Form

NO.	REQUIREMENT	RESPONSE Y/N	EXPLANATION
Big Picture			
1	Explain system uptime service level guarantees.	N/A	
2	Is record processing limited or throttled by the system? Explain capabilities for number of records processed per specific time period and associated service levels.		
3	Explain intellectual property rights for data ownership.	N/A	
4	Explain how requests for information regarding information stored in the system are handled.	N/A	
5	Explain total cost of ownership of the system. Are there costs for any of the following: Hardware, Application Software licenses, Platform Software (OS/DB) licenses, Database Requirements, Services (including travel), Data Conversion, Configuration & Setup, Staff Training/Travel, Back Fill Costs, Internal Resource Cost, Interface & Integration?	N/A	
6	What is the recovery time for a critical SaaS application including Recovery Time Objective (time and service level within which a business process must be restored to avoid unacceptable consequences associated with a break in continuity) and Recovery Point Objective (maximum targeted period in which IT data might be lost due to an incident)?	N/A	
SaaS Features			
7	The application must support latest browsers, operating systems, plugins and allow for regular patching and antivirus updates. Does it meet this standard? Please explain.		
8	Does the software support Single Sign On (SSO)/Active Directory Integration for employees? (For customers?)		
9	What is the software or firm's records retention policy?	N/A	
10	What client resources will be required to support the system? Please include minimum and recommended number of staff, qualifications, and roles recommended an organization the size of the City of Riverside.	N/A	
11	What Application Programming Interfaces (APIs) or Web Services are available for integration?	N/A	
12	Do you have open data publishing features?		
13	What hosting stack is used?	N/A	
SaaS Security / Risk Management			
14	What backup software is used and on what schedule?	N/A	

15	Can the system be rolled back to a given point in time?		
16	Is all confidential data is encrypted in transit and at rest using strong encryption (DOJ approved for Police Systems). Please explain and provide specify encryption protocols and ciphers.		
17	Do all users use individual user accounts and role based access controls? Please explain this and how each user group is limited to least privileges permissions.		
18	Are all authentication logs (success and failure) stored for 12 to 36 months?		
19	Does the application log a record of all changes, additions, or deletion according to CJIS audit requirements (CJIS 12 months, CLETS 36 months)?		
20	Is the proposed solution complaint with Federal Information Security Management Act (FISMA)?		
21	What is your outsourcing practice/policy?	N/A	
	a) Are services contracted off-shore?	N/A	
	b) What are partner's security policies?	N/A	
22	For company failure or acquisition, or contract termination, what is the process for data retrieval? What is the process for client to receive source code via source code escrow service?	N/A	
23	Can the system be moved 'on-premise' if required? Specify costs associated.		

EXHIBIT E

Sample Right of Entry Agreement

RIGHT OF ENTRY AGREEMENT

Multi-Pay Station Parking Meter Pilot Project

[Vendor Name]

This Right of Entry Agreement (“Agreement”) is made and entered into this _____ day of _____ 2017, by and between the **City of Riverside**, a California charter city and municipal corporation (“City”), and _____, a _____ (“Vendor”).

1. **Project.** The City desires to test Vendor’s product as part of the Multi-Pay Station Parking Meter Pilot Project (“Pilot Project”). Vendor shall install and maintain multi-pay station parking meters (“Product”) on the City’s sidewalks at various location throughout the City, as identified on Exhibit “A” attached hereto and incorporated herein by reference (“Property”).

2. **Right of Entry.** As part of the Pilot Project, City hereby grants permission to Vendor, its employees, agents and subcontractors to enter upon City’s Property to install, maintain, and eventually remove Vendor’s Product, and for no other purpose, as detailed in Exhibit “B” attached hereto and incorporated herein by reference (“Services”).

3. **Term.** This Agreement will be effective on the first date written above and shall terminate on _____, unless earlier terminated as set forth in this Agreement. Vendor shall provide City with twenty-four (24) hours advanced written notice directed to Dulce Gomez at (951) 826-5620 of the date upon which Vendor will enter and use the Property.

4. **Compensation.** In exchange for the use of the City’s sidewalks, Vendor shall provide the Services free of charge. City and Vendor shall share with the other party any data regarding Vendor’s Product collected as part of the Pilot Project.

5. **Condition of Premises.** During the term of this Agreement, Vendor is to avoid damaging or contaminating the Property, including any existing trees, landscaping or plants, and shall take all reasonable steps to maintain the Property in an orderly and appealing manner. At the completion of the work, Vendor will restore the Property to a condition equal to or better than its condition at the commencement of the term of this Agreement, including removal of all installed Vendor Products.

6. **No Promise of Future Business.** Vendor acknowledges that the Pilot Project is for data collection only. Participation in the Pilot Project is not a promise of future business with the City and will not give Vendor any advantage over other vendors or businesses in potential future procurements of similar products and services.

7. **Termination.** This Agreement may be terminated by either party upon three (3) days prior written notice to the other party or immediately by the City if it is determined that Vendor's actions or product are unsafe or a liability to the City.

8. **Access to the Property.** Vendor shall make every reasonable effort to keep access to the Property open at all times and shall not interfere with City's activities in any way.

9. **Indemnification.** Except as to sole negligence or willful misconduct of the City, Vendor agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Vendor or any of Vendor's employees, agents or subcontractors. Vendor shall also be responsible for any attorneys' fees the City incurs in the event the City has to file any action in connection with this right of entry.

The parties expressly agree that any payment, attorney's fee, costs or expenses the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purpose of this Section, and that this Section shall survive the expiration or early termination of this Agreement.

10. **Workers' Compensation Insurance.** By executing this Agreement, Vendor certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Vendor shall carry the insurance or provide for self-insurance required by California law to protect Vendor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Vendor shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that they are self-insured for such coverage, or (2) a certified statement that they have no employees, and acknowledging that if they do employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

11. **General Commercial Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Vendor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Vendor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

Vendor's commercial general liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by the City's Risk Manager ("Risk Manager"), or his designee.

Vendor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence unless otherwise approved or reduced by the Risk Manager, or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on Vendor's indemnification obligations under Section 9 hereof.

Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Vendor pursuant to this Agreement are adequate to protect Vendor. If Vendor believes that any required insurance coverage is inadequate, it will obtain such additional insurance coverage as it deems adequate, at its sole expense.

12. **Technology Professional Liability.** Prior to City's execution of this Agreement, Vendor shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Vendor's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

14. **Venue.** Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. **Nondiscrimination.** During Vendor’s performance of this Agreement, it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Vendor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows.

City
City of Riverside
3900 Main Street
Riverside, California 92522
Attn:

Vendor
[Name]
[Address]
[Address]
Attn:

17. **Assignment.** It is mutually understood and agreed that this Agreement is personal to Vendor and shall be binding upon Vendor and its successors and may not be assigned or transferred in any way. Any transfer shall be void and of no effect.

18. **Authority.** The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

19. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

[VENDOR]
[business type]

By: _____
City Manager/Department Head

By: _____

[Printed Name and Title]

Attest: _____
City Clerk

By: _____

[Printed Name and Title]

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

CA: 17-2048
\\rc-citylawprod\Cycom\WPDocs\D029\P023\00379246.doc

Exhibit "A"

Multi-Pay Station Locations

SAMPLE

Exhibit "B"

Scope of Work

SAMPLE