

Appendix A

PARKING CITATION PROCESSING SERVICES (PCPS)

Statement of Work

These requirements are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the resultant agreement and applicable law.

April 2009

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STATEMENT OF WORK

1.0 INTRODUCTION

Capitalized terms used in this Appendix A (SOW) without definition have the meanings given to such terms in Appendix F (Sample Agreement) and, if not defined therein, in the body of the Request for Proposals to which this Appendix A is attached.

1.1 Purpose

The Los Angeles County Sheriff's Department (Department) desires to contract with an organization that can provide Parking Citation Processing Services (PCPS or PCP Services) for the Department's Parking Enforcement Detail.

1.2 Background

The Sheriff of Los Angeles County (the Sheriff) is authorized by the State of California to collect fees for parking violations within the unincorporated areas of the County. The Sheriff also has the power to delegate authority to other agencies within the County for the purpose of citing vehicles for parking violations. County departments currently authorized to issue parking citations in Los Angeles County are: the Department of Beaches and Harbors, the Office of Public Safety's Facilities, Parks, and Health Bureaus; the County's Fire Department, Forestry Division; and the Internal Services Department's Parking Services section (Participating Agencies).

The Department's Parking Enforcement Detail provides centralized administration of parking violation enforcement and parking violation processing. The Department is currently responsible for processing approximately 200,000 citations per year.

2.0 SCOPE OF SERVICES

Under this Agreement, Contractor shall have the capability of processing in excess of 250,000 citations per year. (The County makes no guarantee as to the actual number of citations which may be processed in any given contract year.)

The services to be provided shall include, but are not limited to:

- Recording the data from each citation
- Completely manage and process all citations issued through automated handheld computers
- Completely manage and process all hand-written citations
- Send Notices to the vehicle's registered owner
- Provide enhanced collection activity on delinquent open accounts

- Provide various methods for citation payment via the Internet
- Maintain an electronic interface(s) with the California Department of Motor Vehicles (DMV), and other participating out-of-state DMVs
- Provide the Department with on-line, real-time access to Contractor's PCPS data system (the System).

3.0 **PROGRAM IMPLEMENTATION PLAN**

Contractor shall deliver to the County's Program Director, within ten (10) Business Days of the Effective Date, a draft Project Control Document (PCD) outlining the working format for the PCPS program implementation, including the information specified below. The PCD is described below in [Paragraph 3.1](#) of this SOW. If required by the Department, an updated PCD shall also be submitted on a bi-weekly basis that communicates project progress, identifies possible issues, and presents strategies for overcoming the identified issues.

Contractor shall deliver to the County's Program Director, within 10 Business Days of the Effective Date, a draft Training Plan. The Training Plan is described below in [Paragraph 3.2](#) of this SOW.

3.1 **Develop a Project Control Document (PCD)**

- **Introduction:** Summarize the Program Implementation Plan; review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives;
- **Project Objectives:** Describe the objectives to be achieved under the project, and critical success factors for the Department; all based upon Contractor recommendations reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation;
- **Project Scope:** Describe the overall scope of the implementation. The Project Scope statement acts as a confirmation of overall project scope;
- **Work Breakdown Structure (WBS):** Identify all activities and tasks required to fully implement, manage, and operate the PCPS program.

As part of the Program Implementation Plan, the WBS provides an outline of the critical steps necessary to 1) provide data transfer (conversion) services from the prior PCPS provider to the new System, 2) provide operational conversion services (includes the establishment of procedures and documentation), and 3) execute equipment procurement, delivery, and installation to the Department.

(Contractor shall facilitate the transfer of data from the current contractor's system to the new System. System data required to facilitate the

conversion will be limited to those citations which are currently unpaid, on 'Hold' status with the Department of Motor Vehicles (DMV), and those that have been referred to Special Collections, all of which reside in the current PCPS system. The selected Proposer shall only be responsible for maintaining these citations, and issuing 'releases' of the Holds when requested to do so by the Department. Contractor's facilitation of data transfer shall be addressed in the PCD.)

The County anticipates that this conversion process should not require more than thirty (30) calendar days.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities, and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the Project Plan, including the critical path analysis, on a bi-weekly basis;
- **Project Team:** Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members, and;
- **Risk Assessment & Management:** Identify project risks, and mechanisms to handle these risks, in a risk management plan.

Contractor shall be required to manage project activities and resources, and track project status. This shall include managing and tracking all issues.

Contractor shall be exempted from all or part of the requirements of this [Paragraph 3.1](#) at the discretion of County's Program Manager.

3.2 Develop a Training Plan – Parking Enforcement Detail Staff

Contractor shall provide a Training Plan for the Department's Parking Enforcement Detail staff who will interface with the PCPS System, together with related instructional materials, schedules, and a listing of any other equipment or materials needed to implement the plan. The Training Plan shall include, but not be limited to:

- 3.2.1 Contractor's description of the initial and ongoing training/consultation service requirements for the Department's Parking Enforcement staff in the management and operation of the PCPS System, and external subsystems, which must include, but are not limited to:

- Management orientation (e.g. computer service overview, available reporting options and methods, etc.)
- PCPS System (database)
- PCPS System management (general)
- Forms (transaction/function usage)
- Query tools and usage
- Ad hoc report writing
- Hand-held 'e-Ticket' computers
- Automated License Plate Recognition (ALPR) systems

3.2.2 User documentation shall be written in a step-by-step, procedural format, and shall also describe the functionality and operation of the System, written for the non-technical user, presented in a form approved by the Department.

This documentation shall also include a detailed description of the functionality, operation, and care for all 'field-use' computing devices, such as: handheld electronic ticket computers, and automated license plate recognition devices (collectively Field Equipment).

Contractor shall provide training documentation in bound paper (hard copy), electronic, and on-line formats, as determined in the best interest of the County, by County's Program Director.

These materials shall be made available to the Department at no additional cost.

4.0 PARKING CITATION PROCESSING SERVICES

The PCPS requirements outlined in this Statement of Work specify certain steps Contractor must follow, and are based in part upon California State law, local municipal codes, and Department policies. In the event of any conflict between the Work requirements listed herein, the California Vehicle Code (CVC), or the Los Angeles County Code (LACC), the CVC and LACC shall have precedence in that order over the Work requirements listed herein.

- 4.1 Contractor shall provide a complete PCPS program, including all support personnel and/or subcontractors, capable of processing between 200,000 and 250,000 parking citations per year, all as further described in this Statement of Work and the attachments hereto.
- 4.2 Contractor shall provide PCP Services to the Department in satisfaction of the defined minimum [County's Functional Business Requirements \(Attachment A to this SOW\)](#), and any additional requirements which, in consultation with the Department, are found to be unintentionally omitted from the County's Functional Business Requirements by the Department, yet are required to provide an

optimum level of PCP Services to the County.

- 4.3 Contractor shall provide to County web-enabled (internet), real-time access via Windows Browser™ technology, for a minimum of three (3) management-level staff and 9 administrative staff (12 total), to all citation data, vehicle registered-owner data, and citation processing status data, all as further described in this Statement of Work and the attachments hereto. Management and administrative System access requirements are briefly described in [Attachment D](#).
- 4.4 All processing activities, including direct public support (customer service) transactions, shall be subject to detailed audit by the Department, County, or other authorized entity.
- 4.5 Contractor's PCP Services to be performed under this Agreement shall include but not be limited to:
- Processing of all electronic and hand-written citations
 - Processing Special Collections and Noticing
 - Provision of management reports to County
 - Provision of comprehensive PCPS System access to County
 - Provision of certain system-required programs
 - Provision of certain system-required functionality
 - Processing revenue collection, and depositing to County
 - Providing service-level Quality Control and auditing procedures

The PCPS Services are further describe in this Statement of Work and the attachments hereto.

5.0 CITATION DATA PROCESSING (GENERAL)

5.1

Contractor shall provide County with the ability for County to upload to the System, all electronically generated citations on a daily basis from remote locations throughout the County. Contractor shall ensure that such data is available for review by County in the System within twenty-four (24) hours of receipt of a citation upload.

- 5.2 Contractor's failure to input data from hand-written citations issued by County ([Paragraph 6.4 of this SOW](#)), or to make citation data available via the System within the time frames set forth throughout this Agreement, shall subject Contractor to the Billing Credits provision set forth in [Section 18.0](#) of this SOW, and in the [Agreement, Section 5.0, Work; Approval and Acceptance](#).

6.0 HAND-WRITTEN CITATION PROCESSING

The Department and Participating Agencies 'batch' hand-written citations, and complete

a "Batch Control Log." Contractor shall provide the transmittal and control forms to County, which will be completed and affixed to each batch of citations by the appropriate agency.

Contractor shall:

- 6.1 Pick up all hand-written citations, including all citation adds, updates, deletes, and dispositions, a minimum of four (4) times per week from the Sheriff's Parking Enforcement Detail, Tuesday through Friday), or daily if the volume warrants. The Parking Enforcement Detail is located at 4700 Ramona Boulevard, Room Monterey Park, California 91754.
- 6.2 Reconcile the numerical count of hand-written citations with the batched citations list on the Batch Control Log within twenty-four (24) hours of receipt of the hand-written citations by Contractor.
- 6.3 Provide System edits which 'cross check' batch numbers and batch counts.
- 6.4 Input all hand-written citation data into the System within two (2) Business Days of receipt of the hand-written citations by Contractor, inclusive of any hand-written citation adds, updates, deletes, and dispositions.
- 6.5 Maintain back-up hardware and software facilities to provide a level of redundancy sufficient to always ensure compliance with the requirement that handwritten citations be updated to the System within two (2) Business Days of receipt by Contractor.
- 6.6 Maintain data verification and quality control process that will be performed to validate the data transcribed from the handwritten citations and input into the System by Contractor.
- 6.7 Apply System checks for valid combinations of alpha or numeric data for particular fields, and apply 'check-digit' algorithms to control errors in the citation number data-entry field.
- 6.8 Provide a clear, archive-quality record of each hand-written citation, and assign a sequential document locator number to each record.
- 6.9 Provide clearly readable facsimiles of all hand-written citations within seven (7) days of a request from County Program Director.
- 6.10 Scan all hand-written citations to the System within two (2) Business Days of receipt.
- 6.11 Research any/all rejects or data errors, and process data-entry correction, with revisions, within three (3) Business Days from the date the error was discovered.

7.0 **SPECIAL COLLECTIONS - NOTICES**

7.1 History

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension, as a result of administrative review, or by adjudication. Nonetheless, some citations remain unpaid after all the specified processing and collection efforts are completed. These open accounts may result from anomalies in the California DMV registration system, failure of a new owner to re-register a vehicle, inaccurate mailing addresses provided by the DMV, and other similar situations that may require Contractor to engage a more vigorous means of collection, such as:

- requesting DMV to place a 'hold' on a vehicle registration renewal (DMV Hold);
- requesting court action to obtain a civil judgment;
- requesting a state tax refund intercept; and
- any other remedy authorized under law.

7.2 Basis for Special Collections Fee

7.2.1 Contractor's Special Collections Fee shall be based on a percentage of the fine collected. Contractor shall add the fee to the total amount due on all assigned accounts. Contractor shall pass the fee to the violator. Contractor's Special Collections Fee shall be ____%.

7.2.2 If payment has not been received within fifty (50) days of the citation issue date, Contractor shall begin a formal special collections process.

7.2.3 Contractor shall mail a DMV Hold Notice (see [Paragraph 7.3 of this SOW](#)) to the violator on the 51st day from the citation issue date indicating that a registration 'hold' will be placed on the vehicle.

7.2.4 If payment has not been received within fifty-five (55) days of the citation issue date, Contractor shall place a DMV Hold on the vehicle on day the 56th day from the citation issue date.

7.3 Notices, General

Contractor shall establish and maintain a System-integrated library of automated Notices. Notices differ from Correspondences in that Notices are generated by the System automatically when violators have failed to respond to a citation within specified time frames pursuant to the CVC or LACC.

7.3.1 Contractor's failure to produce Notices within the time frames specified

throughout this Agreement, or inferred herein by the above-stated application of the CVC and/or LACC, shall subject Contractor to the Billing Credits provision set forth in [Section 18.0](#) of this SOW and in the [Agreement, Section 5.0, Work; Approval and Acceptance](#).

- 7.3.2 All forms, Notices, and Correspondences must conform to applicable State and local law(s).
- 7.3.3 [Attachment B](#) to this SOW provides examples of eight (8) sample Notices and seven (7) standard sample Correspondences which shall be used by Contractor. Additional Notices and Correspondences, in formats to be approved by the Sheriff, will be required from time-to time.
- 7.3.4 Additional Notices and/or Correspondences, and textual changes to such documents, when requested by the Department, must be available for use within seven (7) Business Days of said request.
- 7.3.5 Any changes in format or changes in paper size must be ready for use within one (1) month of County Program Manager's approval of the proof provided by Contractor.

No Notice, Correspondence, form, or report may be changed without prior written approval of the County's Program Manager

7.4 Notice of Delinquent Parking

- 7.4.1 Contractor shall produce and mail an accurate "Notice of Delinquent Parking" (see [Attachment B, Sample Notice No.1 to this SOW](#)) to the registered vehicle owner on the twenty-second (22nd) day after the issuance of any unpaid parking citation.
- 7.4.2 Printed on the reverse side of the "Notice of Delinquent Parking" shall be the "Declaration of Non-Ownership (Or Lease/Rental)" (also [Attachment B, Sample Notice No.1 to this SOW](#)).
- 7.4.3 Such Notice shall be sent to the registered owner of the vehicle cited for the violation.
- 7.4.4 The Notice of Delinquent Parking (also '1st Notice') shall indicate the original penalty amount (minus any partial payments or adjustments to-date), new due date, and a warning that if the penalty is not paid within fourteen (14) days of the Notice issue date, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.
- 7.4.5 If payment has not been received within fourteen (14) days of the 1st

Notice issue date, Contractor shall mail a 2nd Notice of Delinquent Parking to the violator on the fifteenth (15) day from the 1st Notice issue date. The 2nd Notice shall indicate the original penalty amount, the late payment penalty amount, new due date, and a warning that if the penalty (which includes additional penalties) is not paid within the specified time, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.

7.4.6 If payment has not been received within fifty (50) days of the citation issue date, Contractor shall implement the special collections process documented in [Paragraph 7.2](#).

7.4.7 The period during which the citation may be contested expires on day fifty-one (51) after the citation issue date.

7.4.8 Contractor shall include with each Notice mailing, a return no-postage-paid envelope.

7.5 Additional Notices

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner (see [Subparagraph 11.1.2 of this SOW](#)).

8.0 MANAGEMENT REPORTS

8.1 Contractor shall be required to produce certain Management Reports (not to exceed ten (10) formats) for the Department's Parking Enforcement Detail, which are not available to Parking Enforcement Detail staff via the System's ad-hoc reporting function (see [Attachment A, County's Functional Business Requirements to this SOW](#)). The Management Reports will be used as tools for contract monitoring and Quality Assurance, and serve as a gauge for Contractor productivity.

8.2 The County's Program Director, in consultation with Contractor's Program Manager, shall agree in advance to the Management Report designs, and delivery media.

8.3 Contractor shall, throughout the Term of this Agreement, provide to County's Program Manager the following:

1. Monthly Revenue Distribution Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.)
2. Monthly Balance Sheet Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating

- agencies to include in the report design.)
3. Monthly Revenue Collected by month/year-to-date, last year month/year-to-date by Reporting District number (RD) (n.b. Prior to beginning Work under this Agreement, County will provide Contractor with a listing of the Sheriff's Reporting Districts for the PCPS System.)
 4. Monthly Officer Performance by month/year-to-date, last year month/year-to-date
 5. Monthly Officer Performance Time Issuance by agency, by month/year-to-date
 6. Habitual Parking Violator Report (Upon request only)
 7. Monthly Citations Canceled or Dismissed by issuing agency, officer, authority (including a 'reason code' for cancellation or dismissal by Initial Review, Administrative Hearing or Court Dismissal)
- 8.4 All Management Reports (except for Item 6, Habitual Parking Violator Report, above) are due on the 25th of each month (or the next Business Day) for the completed prior month.

9.0 **ON-LINE INQUIRY AND PROCESSING**

Contractor shall provide the Department with of the following level of on-line inquiry and add/update capability to Contractor's PCPS System:

9.1 On-Line Inquiry and Processing (Queries)

Contractor shall provide the Department with comprehensive System query functionality. This capability shall minimally provide the Department with:

- 9.1.1 Current and historical data on registered vehicle owners;
- 9.1.2 Cross reference to citations via vehicle license plate number;
- 9.1.3 Citation-specific data such as: 1) time and location of citation issuance; 2) fine, penalty and payment data; 3) Scofflaw eligibility status; and 4) current status of citation; and
- 9.1.4 Inquiry capability to the various System programs, subsystems, and features.

Additional requirements for the On-Line Inquiry and Processing functions are found in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

9.2 On-Line Adds/Updates

Contractor shall provide the Department with System-secured data input

capability to the System, inclusive of on-line add and update functions. The on-line add/update features shall provide, but not be limited to, the following capabilities:

9.2.1 Add citations and enter refunds, payments and dispositions;

9.2.2 Enter debits, corrections and adjustments to payments; and

9.2.3 Schedule Administrative Hearings on-line, including scheduling parameters and hearing limits.

Additional requirements for data input capability to the System are found in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

10.0 SYSTEM-REQUIRED PROGRAMS

10.1 Habitual Parking Violator Program (Boot and Tow)

Contractor shall provide the Department with a System-wide, on-line capability to:

10.1.1 Determine those vehicles to which a mechanical immobilizing device (boot) may be affixed;

10.1.2 Track the location of booted or impounded vehicles;

10.1.3 Track collection of boot, administrative, and impound fees; and

10.1.4 Notify the Department when a client has made payment.

Additional requirements for the Habitual Parking Violator Program are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

10.2 Vehicle Fleet Program

Contractor shall provide the Department with a System-wide, on-line capability to process and track the collection of parking fees, and the issuance of Notices, to corporate fleets and rental car companies.

Additional requirements for the Vehicle Fleet Program are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

10.3 Installment Payment Program

Contractor shall provide the Department with a System-wide, on-line capability to process and track the collection of parking fees under a Department-approved Installment Payment program.

Contractor shall issue Notices to responsible parties which are found in violation of the terms of their Installment Payment plan.

Additional requirements for the Installment Payment Program are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.0 SYSTEM-REQUIRED FUNCTIONALITY

11.1 DMV Data Link

Contractor shall establish and maintain a System-integrated data link to the California Department of Motor Vehicles (DMV), as well as participating out-of-state motor vehicle registries. This capability must include:

- An on-line, real-time capability to place and release vehicle registration Holds with the California DMV, as well as other states' motor vehicle registries when possible.
- An on-line, real-time capability to process all DMV name-and-address transactions required to support Department operations.
- An on-line, real-time capability to obtain registered owner name-and-address information required to support Department operations.
- A feature which checks the DMV vehicle license plate and make of vehicle, against System citation information prior to Contractor's mailing of the Notice of Delinquent Parking.

11.1.1 Transmit and Release DMV 'Holds'

Contractor shall transmit "Hold Notices" to DMV on the fifty-sixth (56th) day after the issuance of any citation, and where no disposition has occurred.

Contractor shall:

- release a Hold, via on-line, real-time transmission to DMV, within twenty-four (24) hours of disposition of the citation, or upon request of the Department, and

- purge a Hold from the PCPS System within thirty (30) days of disposition.

11.1.2 Name-and-Address Processing, DMV

11.1.2.1 Returned Mail

For all mail (Notices, Correspondences, etc.) returned to Contractor as 'undeliverable', Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) days, in an attempt to obtain new registered owner address information.

11.1.2.2 Registered Owner Information

Contractor shall ensure that the System compares the issue date of the citation with the registered owner information on file at the DMV to determine the correct registered owner responsible for the citation.

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner based upon vehicle transfer-of-ownership information provided by the party who relinquished ownership the vehicle.

For any instance when the registered owner on file is determined by the Department to *not* be the responsible party, Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) days, in an attempt to obtain new registered owner information. These attempts should include current registered owner, DMV work in process, and the registered owner at the time of citation issuance.

If, after three (3) attempts are made, based on license plate number and make of vehicle, a registered owner's name and address is not obtainable, an error list shall be generated. The error list shall be sent to the Department in a format agreed to, in writing, by County's Program Director and Contractor's Program Manager.

Contractor shall generate a Correspondence advising the original respondent of the error, and that no further action will be taken, nor is required (see also [Subparagraph 7.5.2 of this SOW](#)).

**Contractor's per-transaction charge ([Appendix F, Exhibit C, Price Schedule](#)) shall include any and all fees to maintain the DMV Data Link capability.

Additional requirements for the DMV Data Link capability are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.2 Hand-held eTicket-Writer Capability

11.2.1 Contractor shall establish and maintain a System-integrated handheld electronic ticket-writer (e-Ticket) capability. This shall minimally include an on-line capability to remotely upload (daily synchronization to the System from a docking station or other device) electronic tickets generated from handheld computing devices to the System.

11.2.2 Contractor shall furnish to the Department for use in accordance with terms of this Agreement, up to forty (40) handheld electronic ticket computing devices for use by the Department's Parking Enforcement Detail. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional devices, throughout the Term of the Agreement.

Additional requirements for the handheld e-Ticket-writer capability are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.3 Automated License Plate Recognition (ALPR) Capability

11.3.1 Contractor shall establish and maintain a System-integrated, automated license plate recognition (ALPR) capability. This capability must provide County with an on-line, real-time capability to upload license plate data to the System, as well as alert Parking Enforcement Officers of any 'hits' while in use.

11.3.2 Contractor shall furnish to the Department, up to 20 ALPR devices for use by the Department's Parking Enforcement Detail in accordance with the terms of this Agreement. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional ALPR devices, throughout the Term of the Agreement.

Additional requirements for the ALPR capability are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.4 Administrative Adjudication Hearings Feature

Contractor shall establish and maintain a System-integrated Administrative Adjudication Hearings feature (System module). This capability must minimally assist the Parking Enforcement Detail administrative staff with case dispositions, status, and hearing scheduling.

Additional requirements for the Administrative Adjudication Hearings feature are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.5 E-Payment Clearing House - LINK2GOV

11.5.1 Contractor shall establish a working arrangement with LINK2GOV, the County's approved electronic payment provider.

11.5.2 The County's LINK2GOV agreement provides a County-approved, secure (Payment Card Industry Data Security Standard (PCI-DSS) compliant) transaction environment which enables the transfer of all forms of credit and debit card payments authorized hereunder (see Sections 11.6, 11.7 and 12.1 of this Statement of Work), direct to the County's electronic payment account.

11.5.3 Contractor shall utilize the LINK2GOV environment to secure all credit and debit payment transactions from Contractor's Point-of-Sale customer service centers ([Paragraph 12.1 of this SOW](#)), as well as IVR ([Paragraph 11.6 of this SOW](#)) and Pay-by-Web ([Paragraph 11.7 of this SOW](#)) subsystems.

11.5.4 Contractor shall establish a working arrangement with LINK2GOV within six (6) months of the Effective Date of this Agreement.

11.5.5 Contractor's failure to establish a working arrangement with LINK2GOV within the prescribed time frame shall subject Contractor to Billing Credits detailed in [Paragraph 18.0](#) of this SOW.

Additional business and technical requirements for the LINK2GOV feature are further detailed in, though not limited to, [Attachments A and E](#) to this SOW.

11.6 Interactive Voice Response (IVR) Capability – Telephones

Contractor shall establish and maintain a System-integrated interactive voice-response (IVR)-telephone system capability. All telephonic payment transactions (credit cards, etc.) and automated inquiries to the IVR must, in real time, update to the PCPS System.

- 11.6.1 Contractor shall provide customers with toll-free numbers, automated telephone call directory services, and IVR capabilities, as needed.
- 11.6.2 Contractor shall provide trained customer-service staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to, all telephone inquiries.
- 11.6.3 Contractor's customer service staff shall be provided access to the PCPS System.
- 11.6.4 Contractor shall ensure that all calls are answered by the fourth ring, and shall be personally answered by a Contractor representative in not more than three (3) minutes from the time of receipt by the IVR.
- 11.6.5 Contractor's customer-service telephone hours shall be from 8:00 a.m. to 5:00 p.m., including the lunch hour, on all County business days.
- 11.6.6 Contractor shall ensure that the IVR component of the telephone system will be active twenty-four (24) hours per day, seven (7) days per week.
- 11.6.7 Contractor shall ensure that the IVR provides customers with account status and payment information.
- 11.6.8 Contractor shall utilize LINK2GOV to secure all credit card (VISA, MasterCard, American Express, Discover Card) and PIN-less debit card transactions to the County, via the IVR subsystem.
- 11.6.9 Contractor shall ensure that all customers who utilize the IVR to process an electronic payment are provided with an audio advisory that an electronic processing transaction fee in the amount of \$XXX will be charged to the customer's account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)
- 11.6.10 Contractor shall comply with the most current Payment Card Industry Data Security Standard (PCI-DSS) encryption standards for Contractor's IVR subsystem and upon request by County, Contractor shall provide to both County and LINK2GOV representatives, evidence of such compliance.
- 11.6.11 Contractor shall not store into digital memory, nor record manually, any credit card transaction information; but especially credit card numbers and personal identification numbers (PINS), which are processed via Contractor's IVR subsystem.

11.6.12 Contractor shall implement the IVR subsystem within ten (10) months of this Agreement Effective Date.

11.6.13 Contractor's failure to implement the IVR subsystem, inclusive of a fully functional credit and debit card payment component (utilizing the services of LINK2GOV), within the prescribed time frame shall subject Contractor to Billing Credits detailed in [Paragraph 18.0](#) of this SOW.

Additional requirements for the IVR/Telephone response feature are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.7 Pay-by-Web Interface

Contractor shall provide and maintain a System-integrated, Department-approved Pay-by-Web interface (website).

The website shall provide customers with account status and payment information, as well as provide for online electronic payment processing utilizing a direct link (hyperlink protocol) to County's electronic payment processing provider, LINK2GOV ([Paragraph 11.5 of this SOW](#)).

11.7.1 Contractor shall design and/or provide a Department-approved website.

11.7.2 Contractor shall implement the Pay-by-Web interface (website) within six (6) months of this Agreement Effective Date.

11.7.3 Contractor shall utilize LINK2GOV to secure all credit card (VISA, MasterCard, American Express, Discover Card) and PIN-less debit card transactions to the County, via the Pay-by-Web interface.

11.7.4 Contractor shall ensure that all customers who utilize the Pay-by-Web feature to process an electronic payment, are notified on the website, with a prominently displayed advisory that an electronic processing transaction fee in the amount of \$XXX will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)

11.7.5 Contractor shall ensure that the website is accessible twenty-four (24) hours per day, seven (7) days per week.

11.7.6 Contractor shall provide a toll-free help-desk phone number on the website, located and centered in prominent view, for customer access when problems arise with the website. The help-desk shall be accessible Mondays through Fridays, during normal business hours (pacific standard time), excluding County holidays.

- 11.7.7 The design and functionality of the website application are subject to the review and approval of Department's Data Systems Bureau, and the County's Program Director.
- 11.7.7.1 Within thirty (30) calendar days of the Agreement Effective Date, Contractor shall submit version 1 of the proposed website to the County (which as meant herein includes: the County's Program Director, LINK2GOV technical staff, and the Department's Data Systems Bureau) for an initial review of the design, format, and data requirements for the website.
 - 11.7.7.2 County's Program Director will coordinate the initial review. This initial review period shall not exceed fourteen (14) calendar days.
 - 11.7.7.3 Contractor shall execute any required revisions to the website within thirty (30) calendar days of County's initial review, and submit version 2 of the website for final review.
 - 11.7.7.4 County's Program Director will coordinate the final review. The final review period shall not exceed fourteen (14) calendar days.
 - 11.7.7.5 Contractor shall submit additional revisions of the proposed website to the County for review as needed, to achieve final approval. County's review period shall not exceed fourteen (14) calendar days, but in no manner shall the County be obligated to provide such approval in less than five (5) Business Days.
 - 11.7.7.6 County shall not be responsible for Contractor's failure to achieve County's approval of the website within the prescribed deadlines.
- 11.7.8 Contractor's failure to achieve County approval for the proposed website shall subject Contractor to Billing Credits detailed in [Section 18.0](#) of this SOW.

Additional requirements for the Pay-by-Web feature are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

11.8 Automated Correspondence

Contractor shall establish and maintain a System-integrated library of automated

Correspondences.

Correspondences differ from Notices in that Correspondences are generated by the System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, Administrative Hearing, or customer service.

A Correspondence shall be sent to the respondent within three (3) working days of receipt of a respondent's written inquiry by Contractor. Following is a sample list of standard Correspondence found in [Attachment B, Part 2](#) to this SOW:

- Disabled Parking Privileges
- Disabled Vehicle
- 30-Day Extension on Payment
- Permit Parking
- Deposit of Fine Prior to Hearing
- 5204 (a) Equipment Violation
- Stolen Vehicle

The Department reserves the right to add to, and/or delete any of the above Correspondence formats.

12.0 COLLECTIONS AND DEPOSITS

12.1 Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce

12.1.1 Contractor shall establish, operate, and maintain, one or more fully operational corporate centers, centrally located in Los Angeles County. The County will be sole judge as to 'centrally located'.

The corporate center(s) shall be open to the public and shall provide a Point-of-Sale (POS) cashiering function, as well as citation support services, to the public within three (3) months of the Effective Date of this Agreement. 'Fully operational' means, except as specified under [Subparagraph 12.1.5](#), the corporate center shall be fully staffed and equipped, both electronically (computer workstations, fully operational System, etc.) and telephonically. County shall not pay for the establishment of the corporate center or any portion thereof, or for any portion of the Point-of-Sale cashiering function.

12.1.2 Contractor's failure to establish the POS cashiering function as described above, within the prescribed time frame, shall subject Contractor to Billing Credits detailed in [Paragraph 18.0](#) of this SOW.

12.1.3 The POS centers shall be subject to inspection by the County at any time. Contractor shall install locked citation cash-payment drop boxes for after-hours use at the POS centers, in a manner required by the

County for receipt of payment. Contractor shall provide for the daily collection and processing of these payments.

- 12.1.4 Contractor shall provide for the daily collection and processing of citation payments made by U.S. mail to Contractor's established Post Office box. Contractor shall ensure that mail pick-up from the Post Office box, and delivery to the Contractor's facility, is executed by an appropriately licensed and bonded courier, or bonded employee, at least once each Business Day.
- 12.1.5 Contractor shall accept cash, check, credit card (MasterCard, American Express, Discover), and PIN-based debit card transactions at Contractor's POS centers ([Subparagraph 12.1.1 of this SOW](#)). Contractor shall only accept cash, personal checks, and money order payments via U.S. mail ([Subparagraph 12.1.2 of this SOW](#)).

For all cash and check payments, whether through the U.S. mail, or via the Contractor's POS center, must be handled using the following steps:

- Document batch preparation
 - Endorse/encode payment documents and batches with a unique control number
 - Process payments associated with citations
 - Process payments associated with Notices
 - Copy payment document
 - Scan payment document to the PCPS System
 - Process items which must be handled separately (*example: a citation payment accompanied by a letter*)
 - Ensure balanced accounts
 - Account reconciliation
 - Deposit preparation
 - On-line update of transaction to the PCPS System
- 12.1.6 Contractor shall utilize the services of LINK2GOV to secure all electronic credit card / debit card transactions at POS centers within ten (10) months of this Agreement Effective Date.
- 12.1.7 Contractor shall comply with the most current PCI-DSS with respect to Contractor's provision of the POS services described under this Agreement, including but not limited to the POS PIN-entry devices and communication system, and Contractor shall, upon County's request, provide, both to County and to LINK2GOV representatives, evidence of such compliance.
- 12.1.8 Contractor shall not store into digital memory, nor record manually, any credit and/or debit card transaction information; but especially

credit/debit card numbers and personal identification numbers (PINS), processed at Contractor's POS centers.

- 12.1.9 Contractor shall prominently display an 'electronic processing fee advisory' at all POS centers, which state that an amount of \$XXX will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by LINK2GOV at the time of the transaction.)

12.2 Deposits to County

12.2.1 Deposits – from Cash / Check Payments

- a. Contractor shall process all cash and check payments daily, and shall make deposits directly into the Department's 'deposit-only' banking account within twenty-four (24) hours of Contractor's receipt of said payment. Contractor shall do so in accordance with policies and procedures described in the County's Fiscal Manual. (County will provide an electronic link to the County's Fiscal Manual for Contractor's reference and use.)
- b. Contractor shall, in accordance with County's fiscal policies and procedures as set forth in the County's Fiscal Manual and elsewhere, prepare and retain all required records for every deposit to the Department's bank account. All cash and checks shall be physically transferred by an armored, bonded courier provided by Contractor, and subject to approval by the Department.

c. Returned Checks for Non-Sufficient Funds (NSF)

Contractor shall prepare and send a Correspondence to the issuer(s) of the returned check to provide notification that a penalty fee has been added to the total citation payment due. Contractor shall ensure that such remedial payments are made with cash, cashier's check or money order only, and payable to the Los Angeles County Sheriff's Department, as provided for in California Government Code section 6157, and in LACC 5.02.010.

- d. The current NSF penalty fee is \$33.00, but is subject to change at any time, upon action by the Los Angeles County Board of Supervisors. Contractor shall collect and process all NSF check repayments (including NSF penalty charges) and deposit said funds directly to the Sheriff's parking citation account within twenty-four (24) hours of receipt.

12.2.2 Electronic Deposits (e-Deposits) – from Electronic Payments

- a. County will establish a separate, dedicated ‘deposit-only’ account (e-deposit account) for the purpose of accepting electronic fund transfers from County’s electronic payment service provider, LINK2GOV.
- b. LINK2GOV will provide Contractor with electronic verification of deposit documentation for update to Contractor’s System, for every successful electronic deposit to the Department’s dedicated bank account. Contractor shall retain all said documentation throughout the Term of this Agreement.
- c. Credit Card / Debit Card Fraud. LINK2GOV will, upon discovery that a fraudulent credit card was utilized to initiate payment on a citation, provide Contractor with electronic notification of said use, and update to Contractor’s System accordingly to reinitiate the citation collection process. Contractor shall retain all documentation throughout the Term of this Agreement.

12.3 Account Reconciliation and Controls

- 12.3.1 Contractor shall provide written reconciliation control procedures to the County’s Program Director for review and approval within fifteen (15) days of Agreement Effective Date.
- 12.3.2 Contractor shall reconcile all cash / check deposits to the Department’s accounts monthly. The reconciliation shall be prepared by Contractor each month and submitted to County’s Program Director.
- 12.3.3 Contractor shall provide a Monthly Revenue Distribution (MRD) Listing Report ([Section 8.0 of this SOW](#)), in a format approved in writing, by the County’s Program Director. The MRD shall list the Department, and each Participating Agency scheduled to receive a portion of the revenue, the percentage of distribution, and the amounts to be distributed to the Department and to each Participating Agency, as designated by current law, statutes, codes, ordinances, rules, and regulations, as they may be amended from time to time, or other requirements or categories, as prescribed in writing by the Sheriff, including but not limited to:
 - DMV Hold fees
 - California Government Code Sections 76000(b), 76100 , 76101, and 70372(b)
 - California Penal Code Section 1465.5

12.3.4 Contractor shall provide the Department with adequate assurance that all internal control procedures are followed in the handling of collections. If the Department determines that additional controls are necessary, Contractor shall implement such additional controls or alternative procedures, to be approved by County's Program Director.

12.3.5 Contractor shall be responsible for all collection shortages which may occur during Contractor's collection and processing activities.

Additional requirements for Collections and Deposits may be found in, though not limited to, [Attachment A, Department's Functional Business Requirements](#) to this SOW.

13.0 **CONTRACTOR'S RESPONSIBILITIES**

13.1 Compliance with Law

Without limiting any other provision of the Agreement, Contractor shall conform to and abide by all municipal and County ordinances, State of California, and United State Federal Government laws and regulations, as they may be amended from time to time, insofar as the same or any of these laws are applicable.

13.2 Compliance with Rules and Regulations

Without limiting any other provision of the Agreement, Contractor shall conform to, and abide by, all rules and regulations of the County and the Sheriff, as they may be amended from time to time, insofar as the same, or any of them, are applicable.

13.3 Program Restrictions

Contractor shall not, nor shall any of Contractor's staff, dispense legal advice, or provide direct legal representation to any member of the public (customer or violator) who may be subject to any parking citation process, whether through this Agreement, or any other agreement Contractor may have in any other jurisdiction.

Contractor shall implement necessary procedures to ensure that the PCPS program is not used to solicit business for private practitioners or others, nor used to provide referrals to 'for-profit' agencies, or individuals.

Violation of this [Paragraph 13.3](#) of this SOW shall be cause for termination of the Agreement for default.

13.4 Contractor's Response to County's Inquiries or Complaint

Help Desk

At least one (1) Contractor employee must be available during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and/or complaints from the Department's Parking Enforcement staff regarding Contractor's performance of the Agreement.

Contractor's Help Desk feature shall minimally provide a toll-free telephonic answering service, as well as an on-line 'System Support' email address, to receive inquiries from the Department's Parking Enforcement staff outside of normal business hours. This Help Desk is independent of, and separate from, the IVR subsystem.

After-hours, non-emergency remedial calls from County received by Contractor's answering service shall be responded to on the next Business Day.

13.4.1 Contractor's Service Call Tracking System

Contractor shall maintain a complete service-call tracking system for the purpose of receiving and tracking inquiries and/or complaints from the County. The system shall minimally include:

- a. Dates and times service calls are placed;
- b. Dates and times service calls are dispatched and completed;
- c. Facility from which service call is placed;
- d. Name of the person who placed the service call;
- e. Description of problem;
- f. Description of work completed or disposition of Work in progress; and
- g. Contractor employee's full printed name;

Upon resolution of each inquiry or complaint by County, Contractor's Help Desk staff shall provide County personnel a completed electronic service ticket receipt (via e-mail) documenting the disposition of the inquiry or complaint.

- 13.5 Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to this Agreement, and have met the established Quality standards of Contractor, as approved by the County, pursuant to this [Sections 16.0 and 17.0 of this SOW](#). Contractor shall provide training programs for all new employees, and Contractor shall provide continuing, in-service training for all existing employees associated with this Agreement.

14.0 CONTRACTOR'S STAFF

- 14.1 Contractor shall staff one (1) Contractor Program Director and one (1) Contractor Program Manager to the PCPS program. The duties of the Contractor Program Director and Contractor Program Manager are briefly described in the [Agreement, Paragraph 4.1, Contractor Program Director, and Paragraph 4.2, Contractor Program Manager.](#)
- 14.2 Contractor Program Manager shall confer with County Program Director on a quarterly basis regarding Contractor performance.
- 14.3 Contractor shall ensure that both the Contractor Program Director and Contractor Program Manager are able to receive telephonic, pager, and/or email communication from the Department's Parking Enforcement staff, as needed, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, in order to respond to emergencies or other critical operation requirements. Contractor's Program Manager shall act as a central point of contact with County.
- 14.4 County Program Director will provide to Contractor a listing of all County holidays for each calendar year, throughout the Term of this Agreement.
- 14.5 Contractor Program Manager shall demonstrate previous experience in the management of work requirements for PCPS similar in type and complexity to the Work described herein. Contractor Program Manager and alternate shall be deemed acceptable only after approval by County Program Director. Contractor shall submit resumes of its proposed Contractor Program Manager and one alternate to the County Program Director for review and approval.
- 14.6 Contractor shall, prior to execution of this Agreement with County, provide to the County Program Manager upon request, any and all professional licenses or certificates (when applicable) of proposed staff assigned to the PCPS program, as related to Work described herein, and throughout this Agreement. Further, Contractor shall annually provide, upon request, all updated documents described above, to the County Program Manager upon request.
- 14.7 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at County facilities. Such identification shall minimally identify the company name, employee name, and employee number of the employee entering into a County facility.
- 14.8 Contractor Program Manager and/or alternate shall be replaced within thirty (30) days when, as determined by County Program Director, either individual fails to perform effectively, and/or fails to ensure Contractor's compliance with the

Agreement.

14.9 Contractor Program Manager Staff Reassignment

Any changes in the Contractor Program Manager and/or designated alternate, as proposed by Contractor, shall be subject to a thirty (30) day advance written notice to the County Program Director. County Program Director may require copies of resumes or any other documents for any proposed replacement staff, and may require a formal interview with the proposed replacement.

14.10 Contractor's employees shall fluently read, write, speak, and understand English.

14.11 The conditions outlined in this [Section 14.0](#) of this SOW are supplemental to those listed in the [Agreement, Section 4.0, Administration of Agreement - Contractor](#).

15.0 MATERIALS AND EQUIPMENT

15.1 Contractor's Material and Equipment

Contractor shall purchase all computing equipment, such as workstations, printers and scanners, and/or peripheral computing devices, such as handheld eTicket computers and Automated License Plate Recognition (ALPR) systems, (collectively in this Section, Equipment) needed to provide PCPS under this Agreement, including those for use by County in accordance with the terms of this Agreement.

15.2 Contractor shall maintain all of its Equipment in accordance with original Equipment manufacturer (OEM) standards, or other regulatory standards as they may apply, and shall check said equipment before use for safety and functionality.

15.3 Material Standards (Maintenance, Repairs of Contractor-Owned Equipment)

15.3.1 Contractor shall ensure that either original equipment manufacturer (OEM) parts, or alternates that meet or exceed OEM standards, are used in the repair of Equipment. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and Contractor shall bear the expense of repairing or replacing damaged PCPS Equipment or property.

15.3.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal" quality. All materials and equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the manufacturer.

15.3.3 Contractor shall not charge County freight charges.

16.0 QUALITY CONTROL PLAN

16.1 Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Program Manager within fifteen (15) Business Days of the Agreement Effective Date. This *operational* plan shall be used to ensure compliance with all contract administrative requirements. The Q.C. plan shall include, but may not be limited to the following:

- a. Activities to be monitored to ensure compliance with all contract administrative requirements;
- b. Contractor's written policy and procedures for receiving, investigating, and responding to complaints;
- c. Contractor's written policies and procedures for licensing, certifying, qualifying and training requirements for technical staff;
- d. Contractor's written System security plan;
- e. Contractor's written Facility security plan;
- f. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
- g. Frequency of monitoring; and
- h. The method for reviewing and recording all employee work quality inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

16.2 Project Controls and Reporting

In an effort to ensure that the PCPS program is administered, the Department reserves the right to inspect any of Contractor's work-in-progress at any time during the Term of the Agreement.

16.3 Inspection of Work-in-Progress

Contractor shall permit the County Program Director or County Program Manager, or designee to inspect any and all of Contractor's work-in-progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by Contractor, and to ensure that Work products are in conformance with Work specifications and contractual requirements. Any deviations from such Work specifications and contractual requirements must be immediately corrected by Contractor, at no cost to County.

17.0 **QUALITY ASSURANCE PLAN**

Contractor shall establish and utilize a comprehensive Quality Assurance (Q.A.) plan. Contractor shall submit the Q.A. plan to the County Program Manager within fifteen (15) Business Days of the Agreement Effective . The Q.A. plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified in this Agreement, including this SOW.

Minimally, the Q.A. plan must describe the method(s) for ensuring PCPS System performance ([Paragraph 18.1 of this SOW](#)), PCPS System security, disaster recovery and data redundancy plans, facility security, and ensuring the integrity of Contractor's accounting processes. The Q.A. plan shall be used to document any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All Q.A. documentation shall be provided to County upon request.

The Q.A plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training standards used to qualify Contractor's staff for Work.

18.0 **CONTRACTOR'S GUARANTEE**

18.1 **System Performance**

Contractor shall guarantee fully-operational PCPS System performance in accordance with the terms of this Agreement at a minimum rate of not less than ninety-five percent (95%) monthly. Contractor shall review PCPS System performance monthly, or as often as necessary, to verify the 95% performance standard covered under this Agreement.

18.1.1 **System Downtime (non-operational) Defined**

For purposes of this Agreement, the PCPS System is considered non-operational when a) the entire System is not functional, or b) a component of the System is not working properly and adversely impacting the ability of the System to fully function as intended by Contractor, in satisfaction of [County's Functional Business Requirements \(Attachment A to this SOW\)](#) and otherwise in accordance with the terms of this Agreement.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner: 1) total hours per day the System is required by County to be in service, 2) times the number of required days in service per month,

3) times 95%. (Prior to beginning Work under this Agreement, County will provide Contractor with the 'in-service' requirements (hours) for the PCPS System.)

18.1.2 System Downtime Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

1. Facility Power failure(s)
2. County data system or network failure
3. County operator error
4. Force majeure events described in [Agreement, Paragraph 16.0 \(Force Majeure\)](#)

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective System, and provide a revised figure to Contractor. Notwithstanding this [Paragraph 18.1](#) of this SOW, Contractor shall nonetheless provide all repair services required under this Agreement within the time frames, and in the manner set forth in [Section 3.0 \(Program Implementation Plan\)](#) of this SOW.

18.1.3 System Failure – Billing Credits

If the PCPS System fails to meet the ninety five percent (95%) performance standard for any calendar month throughout the Term of this Agreement, Contractor shall issue to County a credit for the following calendar month based upon the monthly service contract price for PCP service, which shall be determined as follows:

<u>PCPS System uptime</u>	<u>Applied Invoice Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

18.1.4 Contractor shall, within five (5) Business Days of the close of each previous month, provide County Program Manager with a summary PCPS System Status Management Report. The summary Report shall minimally include: County's required in-service hours, actual hours in service, percent of hours in operation, and billing credit due to County, if any.

18.1.5 County may review Contractor's service-call tracking system, or other records (see [Subparagraph 13.4.1 of this SOW](#)), as often as necessary,

but not less than annually. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.

18.1.6 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for the PCPS System which is not in service, as defined in [Paragraph 18.2](#) of this SOW, for thirty (30) consecutive calendar days, and for which Contractor has not provided adequate remedy.

18.1.7 Error Corrections

Contractor shall satisfactorily correct, at no cost to County, all computer software and hardware malfunctions or any other errors attributable to Contractor. Contractor shall repair or correct those malfunctions or errors which impact Department's Parking Enforcement operation within two (2) days of receipt of notice from the Department, and shall be liable for any direct or indirect costs incurred by the Department associated with any errors.

18.2 LINK2GOV, Pay-by-Web, IVR – Billing Credits

18.2.1 LINK2GOV

Failure of Contractor to successfully establish an arrangement with County's e-payment processing service provider, LINK2GOV, within six (6) months of this Agreement's Effective Date shall subject Contractor to a thirty percent (30%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.2 Pay-By-Web

Failure of Contractor to successfully implement a System-integrated, Department-approved Pay-by-Web interface (website) within six (6) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.3 IVR

Failure of Contractor to successfully execute a System-integrated, Department-approved IVR subsystem, inclusive of a fully functional electronic payment component within ten (10) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.4 Establishment of centrally located POS center (12.1.1)

Failure of Contractor to successfully establish, operate and maintain one or more fully operational POS centers (as described in [Subparagraph 12.1.1](#)) within three (3) months of the Effective Date of this Agreement shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month four (4), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges

18.2.5 POS Electronic Payment Processing (12.1.6)

Failure of Contractor to successfully execute a System-integrated, Department-approved POS electronic payment processing capability within ten (10) months of this Agreement's Effective Date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.3 Notices, Timely Delivery

In accordance with guidelines provided for in the CVC and/or LACC and/or elsewhere hereunder, Contractor shall mail all Notices on unpaid citations within their prescribed timeframes.

Contractor shall mail Notices of delinquency for each unresolved citation, as well as other Notices approved by the Department, including Notices for partially paid citations.

An additional Notice shall be required to be sent to a new Registered Owner if the first Notice is sent in error, to a person who no longer owns the cited vehicle ([Subparagraph 11.1.2 of this SOW](#)).

Upon Contractor’s failure to mail said Notices, billing credits shall be imposed based upon the following schedule:

<u>No. Days Late</u>	<u>% Credit Per Citation</u>
3-5 days	10%
6-10 days	20%
11-20 days	30%
21-29 days	50%
30 or more days	100% (each citation processed without charge to the County)

Example: First Notices must be mailed no later than twenty-two (22) days after citation issuance. Contractor mails one thousand (1,000) “Notice of Delinquent Parking” forms to registered owners fifty (50) days after issuance of citation, which is twenty-eight (28) days outside of the agreed days. The billing credit shall be computed as follows:

$$1,000 \times \text{Basic Processing Fee} = \text{Invoice Amount} \times .50 = \text{Billing Credit.}$$

18.4 Citation Data, Timely Input

Contractor shall input one hundred percent (100%) of all hand-written citation adds, updates, deletes and dispositions into the PCPS System within two (2) Business Days of pick-up. The Department may verify data entry either by output reports, or on-line inquiry.

County shall approve the data and shall verify the accuracy and timeliness of all on-line records, reports, and output generated by the System.

For any and all citation data which is not entered in the System within the required time frame, billing credits shall be imposed upon Contractor based upon the following schedule:

<u>No. Days Late</u>	<u>% Credit Per Citation</u>
3-5 days	25%
6-13 days	50%
14-21 days	75%

21 or more days

100%

18.5 PCPS System Maintenance / Performance

Contractor shall make all configurations, adjustments, and modifications to the PCPS System (including, but not limited to, all software maintenance, upgrades, updates, and 'patches') at its own expense so that the PCPS System will successfully perform in accordance with this Statement of Work, satisfy all of [County's Functional Business Requirements, Attachment A](#) to this SOW and otherwise performs in accordance with the terms of this Agreement.

19.0 CONTRACTOR'S WARRANTY

In addition to other warranties elsewhere in this Agreement:

19.1 To Provide Professional Skills and Performance

Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, trained staff specifically qualified to administer and support the PCPS program. Further, Contractor warrants that all deliverables, services, and other work provided shall satisfy [County's Functional Business Requirements \(Attachment A to this SOW\)](#), and Work requirements listed herein.

19.2 To Maintain the PCPS System within Specifications

Contractor warrants that it will maintain the PCPS System sufficiently so to meet or exceed the performance capabilities, characteristics, specifications, functions, and standards listed in [County's Functional Business Requirements \(Attachment A to this SOW\)](#).

19.3 To Maintain Desktop Computing and Field Equipment within Specifications

19.3.1 Contractor shall, throughout the Term of the Agreement, provide a minimum of one (1) desktop computing hardware upgrade to the Parking Enforcement Detail which shall meet or exceed the Department's Desktop Computing Standards published in [Attachment C, Department's Desktop Computing Workstation Baseline](#) to this SOW. Contractor shall provide additional upgrades to the desktop computing hardware as the standards are revised from time to time by the Department, and incorporated herein. Contractor shall not be required to provide an upgrade, if existing desktop computing hardware meets or exceeds any revision to [Attachment C, Department's Desktop Computing Workstation Baseline](#) to this SOW.

19.3.2 Contractor warrants that it will maintain the Field Equipment sufficiently so to meet or exceed the original equipment manufacturer's performance capabilities, characteristics, specifications, and functions, which shall be in compliance with [County's Functional Business Requirements \(Attachment A to this SOW\) and otherwise perform in accordance with the terms of this Agreement.](#)

20.0 SECURITY

20.1 Contractor shall provide comprehensive System security which restricts usage and provides a journal of all user transactions. Contractor's System security plan is due within fifteen (15) days of the Agreement Effective Date, and shall be submitted as a component of the [Quality Control Plan \(Section 16.0 of this SOW\).](#)

20.2 Contractor shall provide for comprehensive facility(ies) security. Contractor's System security plan is due within fifteen (15) days of the Agreement Effective Date, and shall be submitted as a component of the [Quality Control Plan \(Section 16.0 of this SOW\).](#)

Additional security requirements are further detailed in, though not limited to, [Attachment A, County's Functional Business Requirements](#) to this SOW.

21.0 CONTRACTOR'S OBLIGATION TO PROVIDE FUTURE CONVERSION SERVICES

Without limiting Contractor's responsibilities to County or the Department, as provided for in this SOW, and thirty (30) days prior to the conclusion of Contractor's obligations set forth throughout this Agreement, Contractor shall:

- provide County with importable electronic citation data, in a standard data/tabular format to be specified at such time;
- provide County's newly selected PCPS provider with importable citation data in a standard data/tabular format to be specified at such time;
- the data set of citations shall include all uncollected citations; in particular, all citations currently on Hold with the DMV, and all citations currently in Special Collections;
- the data shall minimally include corresponding field names, and reference table names;
- assist the newly selected PCPS provider with data testing and quality assurance;

- provide operational conversion assistance to County's newly selected PCPS provider.

In the event that Contractor is successful in securing a new County agreement [as the incumbent], this [Section 21.0](#) of the SOW shall be considered null and void.

22.0 ACCEPTABILITY OF WORK

All Work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Department personnel designated by the County. All Work shall be completed within the time frames specified throughout this Agreement, including this SOW, and of a quality specified in [Sections 15.0, 16.0 and 17.0](#) of this SOW.

23.0 MEETINGS

At various times throughout the Agreement term, Contractor may be required to attend meetings called by the Department. Contractor Program Director, Contractor Program Manager, or other staff, as required by County shall attend all such meetings. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) days prior to the meeting as to the date, time and location.

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