

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**AGREEMENT TO PROVIDE
CITATION MANAGEMENT SYSTEM AND RELATED SERVICES**

THIS AGREEMENT TO PROVIDE CITATION MANAGEMENT SYSTEM AND RELATED SERVICES (the "Contract") is made and entered into as of this 15th day of January, 2014 (the "Effective Date"), by and between Complus Data Innovations, Inc., a New York corporation (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP # 269-2013-087) for Citation Management Software and Related Services dated July 15, 2013. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Citation Management Software and Related Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and are incorporated into and made a part of this Contract by reference:

- Exhibit A: Pricing Schedule
- Exhibit B: Scope of Work for Citation Management System
- Exhibit C: Scope of Work for Collections Services
- Exhibit D: Scope of Implementation Services and Project Schedule
 - Appendix D.1 Project Schedule
- Exhibit E: Maintenance Services
- Exhibit F: License
- Exhibit G: Confidentiality Agreement
- Exhibit H: Requirements Matrix

Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to "**Complus**" or "**CDI**" in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.**

- 2.1. **ACCEPTANCE** – Refers to the receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria set forth in this Contract.
- 2.2. **AFFILIATES** – Refers to all departments or units of the City and all other governmental units, towns, boards, committees or municipalities for which the City processes data or performs services that involve the Deliverables or Services.
- 2.3. **AUTHORIZED CONCURRENT USER** – Refers to the number of designated users who may access the Services pursuant to the Subscription.
- 2.4. **CDOT** – Refers to the Charlotte Department of Transportation.

- 2.5. *CITATION* – Refers to the notice issued by a CDOT enforcement official to a motorist or other road user, accusing violation of parking laws and regulations.
- 2.6. *CITY* - Refers to the City of Charlotte, North Carolina.
- 2.7. *CITY PROJECT MANAGER* - Refers to a specified City employee representing the best interests of the City for this Project.
- 2.8. *COLLECTION SERVICES* – Refers to the Services to be performed pursuant to Exhibit C. Collection Services do not include the Subscription Services
- 2.9. *COMPANY* - refers to Complus Data Innovations, Inc.
- 2.10. *COMPANY PROJECT MANAGER* - Refers to a specified Company employee representing the best interests of the Company for this Project.
- 2.11. *COMPANY SOFTWARE* – Refers to all pre-existing software owned by the Company or any of its “Related Entities” that the Company provides or is required to provide under this Contract, and all Updated and Enhancements to the foregoing. The term “Related Entity” as the meaning set forth in this Section 2.
- 2.12. *CONTRACT* - Refers to this written agreement executed by the City and Company for the Services as outlined herein.
- 2.13. *CURRENT RELEASE* – Refers to the latest version of the Software offered for general commercial distribution at a given point in time, including all updates.
- 2.14. *CUSTOMIZATIONS* – Refers to all newly-developed software created by the Company and/or its subcontractors pursuant to this Contract/Agreement, including but not limited to all interfaces between the System and other systems. Customizations will not include Updates and Enhancements that become part of the Software.
- 2.15. *DEFECT* – Refers to any failure of the System or any component thereof to fully conform to the Specifications and Requirements. A non-conformity is not a Defect if it results directly from the City's improper use or damage, unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without City's improper use or damage.
- 2.16. *DELIVERABLES* - Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City in connection with this Contract.
- 2.17. *DEPARTMENT*. Refers to a department within the City of Charlotte.
- 2.18. *DOCUMENTATION* - Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.
- 2.19. *eBUSINESS* – Refers to the processing of online or internet based credit card transactions and applying payments to specific Citations. This includes building, maintaining, and hosting the web solution. See online payments services and schedule described in Exhibit B of this Contract.
- 2.20. *ENHANCEMENTS* – Refers to any products, parts of products, improvements, additions or materials which are not included in the Product at the time of execution of this Agreement or that are subsequently developed that modify the Products to provide a function or feature not originally offered or an improvement in function.
- 2.21. *ENVIRONMENTALLY PREFERABLE PRODUCTS* - Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reused, operation, maintenance, or disposal of the product.
- 2.22. *EFFECTIVE DATE* - Refers to the date this Contract is fully executed by all parties to the Contract.
- 2.23. *HARDWARE* – Refers to all hardware, equipment, and materials that the Company actually

provides or is required to provide under the terms of this Agreement/Contract (whether now or in the future), including, but not limited to hardware listed in Exhibit B.

- 2.24. *IMPLEMENTATION SERVICES* – Refers to the Services described in Exhibit D.
- 2.25. *INTERFACES* - Refers to the interfaces that the Company has agreed to provide as part of the Implementation Services including the interfaces for importing and exporting data between Company and the North Carolina DMV.
- 2.26. *LICENSE* - Refers to the license agreement for Software, attached to this Contract as Exhibit F.
- 2.27. *MAINTENANCE SERVICES* - Refers to the maintenance services described in Exhibit E
- 2.28. *MILESTONES* - Refers to the benchmarks of performance (consisting of an identified deadline for the completion of specific services and/or the Acceptance of identified Deliverables), as specified in this Contract.
- 2.29. *NEW VERSION* - Refers to any products, parts of products, improvements, additions, or materials not included in the Products as of the Effective Date that significantly modify the Products to provide a function or feature not originally offered or an improvement in function. New Versions are typically identified by a new version number that changes the number left of the decimal point. For example, a change from Version 5.0 to Version 6.0 would likely represent a New Version.
- 2.30. *NEW RELEASE* - Refers to any change issued by the Company or its subcontractors to the Products or the Documentation that is not a New Version. New Releases are typically identified by changing the number to the right of the decimal point. For example, a change from Version 5.1 to Version 5.2 would likely represent a New Release.
- 2.31. *PARKING PERMIT* - Refers to permits issued by CDOT. Permits are designed to grant permission, authorization or certain privileges. A permit may be a card, sticker or hang tag and it may be issued to a person (or persons) or a property. When a permit is issued, a relationship should be established between a customer, a vehicle and the permit or a property, customer, vehicle and permit.
- 2.32. *PRODUCTS* - Refers to all Software and all Hardware (both as herein identified).
- 2.33. *PROJECT* - refers to the project for the Company to provide certain citation management software and related services for the City in accordance with the terms and conditions in this Contract.
- 2.34. *PROPERTY* - Refers to a building, structure, or address associated with a permit. A property can be associated to people/organizations and permits.
- 2.35. *PROJECT SCHEDULE* - Refers to the detailed Schedule for implementation of the System and the other Services as described in Appendix D.1, in the form accepted in writing by the City in accordance with the terms of this Contract.
- 2.36. *RECYCLABILITY* - Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
- 2.37. *RECYCLED MATERIAL* - Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- 2.38. *RELATED ENTITY* - Refers to any person or entity that is directly or indirectly in control of, controlled by, or under common control with the Company, including but not limited to any parent, subsidiary, and the affiliate entities. The word, "control," as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.
- 2.39. *SERVICES* - Refers to the Citation Management System and Related Software Services as requested in this Contract.

- 2.40. *SOFTWARE* - Refers to (i) all Company Software; (ii) all Customizations; (iii) all Third Party Software; and (iv) all Updates and Enhancements of any of the foregoing.
 - 2.41. *SOFTWARE-AS-A-SERVICE* ("SaaS") - Refers to an "on-demand" software delivery model in which software and associated data are centrally hosted in a private cloud accessed by City users through a web browser.
 - 2.42. *SOURCE CODE* - Refers to the human readable form of a computer program and all algorithms, flow charts, logic diagrams, structure descriptions or diagrams, data format or layout descriptions, pseudo-code, code listings (including comments), and other technical documentation relating to such program.
 - 2.43. *SPECIFICATIONS AND REQUIREMENTS* - Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this Contract; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
 - 2.44. *SUBSCRIPTION FEE* - Refers to the subscription fee the City is required to pay for the Subscription Services.
 - 2.45. *SUBSCRIPTION LICENSE* - Refers to the City's right to use the System.
 - 2.46. *SUBSCRIPTION SERVICES* - Refers to Services performed pursuant to Exhibit B, including but not limited to Services performed by the Company to provide the System, Services that are ancillary to the management and administration of the System and Citation information, and ongoing training. Subscription Services do not include the Collections Services.
 - 2.47. *SYSTEM* - Refers to the citation management system and any eBusiness System to be designed, supplied, installed, configured, tested, maintained, and commissioned by the Company under this Contract, including but not limited to all Products.
 - 2.48. *SYSTEM ACCEPTANCE* - The term "System Acceptance" shall mean acceptance by the City of the complete System to be provided.
 - 2.49. *THIRD PARTY SOFTWARE* - Refers to all software included within the System or required for the System to function in full compliance with the Specifications and Requirements that is provided by the Company as a result of this Contract and was not manufactured, developed or otherwise created by the Company, any Related Entity of the Company, or any of the Company's subcontractors. The phrase "Related Entity" has the meaning set forth in Section 2.
 - 2.50. *UPDATES* - Refers to program logic changes made by Company or its subcontractors or vendors to correct Defects in the Products and/or related Documentation delivered hereunder.
 - 2.51. *WORK AROUND* - Refers to a reasonable change in the procedures followed or data supplied to avoid a Defect that does not impair the performance of the System or increase the cost of using the System.
 - 2.52. *WORK PRODUCT* - Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this Contract, and all partial, intermediate or preliminary versions of any of the foregoing.
- 3. GENERAL DESCRIPTION OF SERVICES.** The Company shall provide a Citation Management System and Subscription Services as Described in **Exhibit B**, and Collections Services for past due citations as described in **Exhibit C**. The Company will provide Implementation Services described in **Exhibit D** and any other design, development, supply, installation, consulting, System integration, Software development, project management, training, technical and other Services necessary to deliver and implement the System so that it is in production at the City in full compliance with the Specifications and Requirements within sixty (60) days of the Effective Date of this Contract. The Company shall also provide the Maintenance Services described in **Exhibit E**. The Company shall perform the Implementation Services on site at the City's facility located at 1440 S. Tryon St., Suite 108, Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4. COMPENSATION.

4.1. **SUBSCRIPTION FEE.** The City shall pay the Company the subscription fees set forth in Exhibit A (the "Subscription Fee") for the first two years of the Contract term as full and complete consideration for the complete System, including all Software and Hardware. Performance of all of the Subscription Services, other than postage Expenses, will be provided at no additional charge beyond the Subscription Fee.

Following the second year of this Contract, the City shall have two (2) one (1)-year options to purchase renewal Subscription Services from the Company at the prices stated in Exhibit A.

4.2. **COLLECTIONS SERVICES FEES.** The City agrees to pay the Company for the Collections Services at the percentage stated in Exhibit A. This pricing is all-inclusive and covers every aspect of the Collections Services, including postage.

4.3. **IMPLEMENTATION SERVICES.** The Company shall provide Implementation Services as described in Exhibit D (including initial training) to the City at no cost beyond the Subscription Fee.

4.4. **MAINTENANCE SERVICES.** The Company shall provide all Maintenance Services on Software and Hardware at no cost beyond the Subscription Fee.

4.5. **EXPENSES.** The City agrees to pay the Company for postage expenses for mailing delinquent notices sent by the Company as part of the Subscription Services described in Exhibit B. For avoidance of doubt, the City will not be charged for any notices sent in connection with the Collections Services.

4.6. INVOICES.

4.6.1. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract.

4.6.2. **Invoices for Subscription Fees.** The Company shall invoice the City for Subscription Fees on a monthly basis. The Company may invoice the City for the initial month's Subscription Fees upon Implementation Services Acceptance.

4.6.3. **Invoices for Collection Services.** The Company will provide the City with an invoice on a monthly basis showing the dollar amount collected through the Collections Services during the previous calendar month and associated commissions payable to the Company therefor.

4.6.4. The Company shall email all invoices to cocap@ci.charlotte.nc.us

OR

The Company shall mail all invoices to:

City of Charlotte AP
Attn: CDOT – Clement Gibson
P.O. Box 37979
Charlotte, NC 28237-7979

For either option, Accounts Payable (or AP) must be in the first line. On the Attn: line, you must indicate the department or area, along with the appropriate contact name.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.7. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after the City's receipt of an undisputed properly submitted invoice.

4.8. **PRE-CONTRACT COSTS.** The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

4.9. **AUDIT.** During the term of this Contract and for a period of two years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. TIME IS OF THE ESSENCE. Time is of the essence in having the Company perform all Services and deliver all Products within the time frames provided by this Contract and the Project Schedule, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. PRODUCT PURCHASE AND DELIVERY.

6.1. *COMPANY TO PROVIDE ALL HARDWARE AND SOFTWARE.* As part of the Subscription Fee, the Company shall provide all Hardware, Software, labor, equipment and materials required by the City in order for the Citation Management System to perform in accordance with the Specifications and Requirements, except for those items that are specifically listed in **Exhibit B** as a City responsibility.

6.2. *DELIVERY SCHEDULE.* The Company shall deliver the Products by the delivery dates set forth in the Project Schedule, as may be modified by the parties' mutual consent in the Project Schedule. Delivery shall be to various City facilities unless otherwise agreed in writing by the City.

6.3. *TITLE / RISK OF LOSS.* Except for loss or damage occurring in connection with the Company's performance of Services under this Contract, title and risk of loss of all Hardware shall pass to the City upon delivery of the Hardware to the City's premises.

6.4. *DELIVERY AND INSTALLATION COSTS.* All delivery and installation costs associated with the Hardware and the Software shall be borne by the Company.

6.5. *SOFTWARE LICENSE FOR EMBEDDED SOFTWARE.* The Company grants to the City the right to use all software which is embedded in or included with the Hardware ("Embedded Software") to the full extent necessary for the City to use the Hardware in the manner contemplated by this Contract. The City agrees to be bound by the terms and limitations of any licenses for Embedded Software which have been: (i) provided to the City in writing preceding delivery of such Hardware; and (ii) accepted by the City in writing. Notwithstanding the foregoing, in no event shall any terms or conditions of such licenses restrict the City from using the Hardware in the manner contemplated by this Contract, nor shall such terms or conditions in any way modify the City's rights under the License.

6.6. *TRANSFER OF WARRANTIES.* Without limiting the Company's obligations to provide warranty Services or the Maintenance Services, the Company hereby assigns and transfers to the City all of the Company's warranties from the Company's suppliers covering the Hardware, the Embedded Software and Third Party Software. The Company will provide copies of such warranties to the City with delivery of the applicable Hardware or Software. While the Company shall be entitled to make arrangements to have such warranty work performed by the supplier, nothing herein shall relieve the Company of its obligation to correct Defects in the Hardware or the Software or to meet the time deadlines provided in this Contract for the correction of such Defects.

6.7. *REPLACEMENT EQUIPMENT.* The Company shall execute all documents necessary to evidence the City's title to the Hardware, including Hardware replaced pursuant to warranty provisions or pursuant to Exhibit E.

7. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

Throughout the duration of this Contract, the Company shall identify and request in writing from the City Project Manager all City resources that may reasonably be required by the Company to perform the Services (the "City Resources"), including all information, City staff, equipment, facility or materials needed by the Company. The Company shall request City Resources far enough in advance to allow adequate planning and availability on the City's part and to avoid unnecessary expense or overtime. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide City Resources other than those identified as a City responsibility in **Exhibit D** (with respect to the Implementation Services) or **Exhibit E** (with respect to the Maintenance Services) unless the City can do so at no significant cost. If the City Project Manager fails to provide within a reasonable time period a City Resource that this Contract requires the City to provide, the Company will notify the responsible City Department Director of such failure. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any City resource: (i) that the Company failed to identify and request in writing from the City

pursuant to this Section; or (ii) which the City is not required to provide pursuant to this Contract. To the extent the Company is excused from performance under the terms of this Section, the Company will only be excused for delays that occur after it has given notice to the CDOT Department Director of the City's failure.

- 8. REMOVAL, REPLACEMENT AND PROMOTION OF COMPANY PERSONNEL.** The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City. The City shall be entitled to exercise such right in its sole discretion by providing written notice to the Company.

The Company will replace any personnel who leave the Project with equivalently qualified persons. The Company will replace such personnel as soon as reasonably possible, and in any event within thirty days after the Company first receives notice that the person will be leaving the Project.

If the Company gets more than 7 days behind in completing any Deliverable required by this Contract or the Project Schedule, the Company will devote all personnel assigned to the Project to working on the Project on a first priority basis.

As used in this Contract, the term "personnel" includes all staff provided by the Company or its subcontractors.

9. REPRESENTATIONS AND WARRANTIES OF COMPANY.

9.1. *SPECIFIC WARRANTIES.* Company represents, warrants and covenants that:

- 9.1.1 For as long as the City exercises its options to purchase Subscription Services, the System will fully comply with the Specifications and Requirements, and all federal, state and local laws, regulations, codes and guidelines that apply to it (including changes to such laws, etc.).
- 9.1.2 All Software provided by the Company or its subcontractors is and will be free of viruses, worms and Trojan horses, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions);
- 9.1.3 In accordance with the North Carolina electronic data-processing records law N.C.G.S. §132-6-1:
 - 9.1.3.1 All Software and Documentation provided by the Company or its subcontractors will have sufficient information and capabilities to enable the City to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the System; and
 - 9.1.3.2 All Software and Documentation provided by the Company or its subcontractors will have sufficient information to enable the City to create an index containing the following information with respect to each database used by the System without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Company agrees that the City may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes.
- 9.1.4 All Documentation for the Products and the System is and will be in all material respects complete and accurate, and will enable data processing professionals and other City employees with ordinary skills and experience to utilize the Products and the System for the expressed purpose for which they are being acquired by the City;
- 9.1.5 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 9.1.6 Neither the System, the Services, the Products, nor any Deliverables provided by the Company under this Contract will violate, infringe or misappropriate any patent, copyright, trademark or

trade secret rights of any third party, or any other third party rights (including without limitation non-compete agreements); and

- 9.1.7 All Hardware shall be delivered and shall remain free and clear of all liens and encumbrances. The Company shall not place or allow to be placed on the Software any third party lien or encumbrance of any kind at any time which could conceivably interfere with the City's use of the Software or the Company's maintenance of the Software.
- 9.1.8 Prior to System Acceptance, the Company will correct all Defects in the System and the components thereof within the time frames set forth in **Appendix D.1** and the Project Schedule. During all times during which the City has purchased Subscription Services, the Company will correct all Defects and provide Maintenance Services pursuant to the **Exhibit E**.

If the Company breaches the warranty set forth in **Section 9.1.1**, the City, without limiting any other remedies it may have under this Contract or at law, shall be entitled to an immediate refund of a pro rata portion of any prepaid amounts paid to the Company or its subcontractors or licensors for the Subscription Services.

9.2. **ADDITIONAL WARRANTIES.** Company further represents and warrants that:

- 9.2.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of New York;
- 9.2.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 9.2.3 The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 9.2.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 9.2.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 9.2.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

10. REMEDIES.

- 10.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Schedule, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
 - 10.1.1 Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - 10.1.2 Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 10.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 10.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Products, Services or System as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including

a temporary restraining order) to assure performance in the event the Company breaches the Contract.

- 10.4. *SETOFF*. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.
- 10.5. *OTHER REMEDIES*. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

11. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data which has been lost or damaged due to an act or omission of the Company or its subcontractors, the Company shall, at its own expense: (a) promptly replace or regenerate such data from the City's machine-readable supporting material, or (b) obtain a new machine-readable copy of lost or damaged data from the City's data sources. The Company shall further reload and restore such data at the Company's expense. The Company shall not be responsible for any expenses that are the result of the failure of the City to maintain backup data in accordance with the City's regular schedule.

12. TERM AND TERMINATION.

12.1. *TERM*. This Contract shall commence on the Effective Date, and shall continue in effect for two (2) years with the City having unilateral right to renew for two (2) consecutive one (1) year terms. The City may exercise the renewal terms by written agreement.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY*. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this **Section 12.3** shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY*. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) Failure of the Company to complete and deliver a particular Product, Deliverable or Service by the completion date set forth in this Contract (including the Exhibits) or the Project Schedule;
- (b) Failure of the Company to correct all Defects and deficiencies identified by the City with respect to a Deliverable within the time period set forth in **Exhibit D and Appendix D.1**;
- (c) Failure of the Company to correct all items identified in a Rejection Notice within the time period specified in **Exhibit D**;
- (d) Failure of the Company to resolve a problem within the time set forth in **Exhibit E** regarding Maintenance Services;

- (e) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- (f) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

12.4. *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other material and equipment that is owned by the City; (b) deliver to the City all Work Product; and (c) allow the City or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider. If the City terminates this Contract for cause, the Company shall promptly refund to the City all pre-paid Subscription Fees based on a pro-rata as determined by the City.

12.5. *NO SUSPENSION.* In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable the City's access to the System and/or any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

12.6. *AUTHORITY TO TERMINATE.* The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; (b) the CDOT Department Director.

13. TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 13.1. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services;
- 13.2. Notifying all affected subcontractors of the Company of transition activities;
- 13.3. Performing the transition service plan activities;
- 13.4. Answering questions on an as-needed basis;
- 13.5. Providing such services as are reasonably requested by the City to transition the Contract Data (as that term is defined in Section 28) to the City or to another Company, including without limitation providing information regarding data fields and data format and responding to questions; and
- 13.6. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. CHANGES. In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change

Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

15. INTELLECTUAL PROPERTY.

15.1. *COMPANY OWNERSHIP.* The Company shall have exclusive ownership of intellectual property rights in all Company Software and related Documentation, including but not limited to all copyrights, patents and trade secrets (collectively "Company Intellectual Property"). The Company grants the City a perpetual, royalty-free, non-exclusive license to use and copy the Company Intellectual Property for all purposes of the City and the Affiliates in accordance with the terms of the License.

15.2. *CITY OWNERSHIP.* The City shall have exclusive ownership of all intellectual property rights in all Deliverables and other Work Product created by the Company or its subcontractors in connection with this Contract, including all modifications, Updates, Enhancements and Documentation relating thereto, and including but not limited to all copyrights, patents and trade secrets (collectively "City Intellectual Property"). The Company hereby assigns and transfers all rights in the City Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the City Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

The City Intellectual Property shall not include Deliverables existing prior to the Effective Date or created by the Company for other customers, and such Deliverables shall be available for general commercial use by any customer. The City grants the Company a royalty-free, non-exclusive license to use and copy the City Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the City Intellectual Property for other purposes without the City's prior written consent, and shall treat the City Intellectual Property as "Confidential Information" under the Confidentiality Contract.

15.3. *COMPANY WILL NOT SELL OR DISCLOSE DATA.* The Company will treat as Confidential Information under the Confidentiality Agreement all data provided by or processed for the City in connection with this Contract or use of the System or the Software (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

16. OTHER OBLIGATIONS OF COMPANY.

16.1. *WORK ON CITY'S PREMISES.* The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City with respect to rules, regulations, policies and security procedures applicable to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all such rules, regulations and security procedures when on the City's premises.

16.2. *DAMAGE TO EQUIPMENT OR FACILITIES.* The Company shall be responsible for any damage to or loss of the City's equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractors.

16.3. *RESPECTFUL AND COURTEOUS BEHAVIOR.* The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.4. *REGENERATION OF LOST OR DAMAGED DATA.* If the Company loses or damages any data in

the City's possession, the Company shall, at its own expense, promptly replace or regenerate such data from the City machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City data sources.

16.5. **E-VERIFY.**

As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Company or any subcontractor to comply with the E-Verify Requirements.

17. NEW TECHNOLOGY. The parties recognize that technology may change during the term of this Contract. Accordingly, the parties agree as follows:

- 17.1. The Company shall provide the City with prompt written notice of all upgrades, enhancements and modifications to the Products or Services that become available during the term of this agreement (the "New Technology").
- 17.2. Unless specified in writing by the City in a specific instance, all Products provided by the Company will be the latest, most recent version available as of the time of installation.
- 17.3. The Company shall make the New Technology available to the City at no additional cost if required by this Contract, or if New Technology is generally commercially available to the Company's customers at no additional cost.
- 17.4. The Company shall provide additional details and estimated prices to the City at the request of the City, if the City wants to consider further the possible addition of the New Technology.
- 17.5. Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by the City nor the amendment of this Contract to incorporate New Technology shall relieve the Company from its obligations under this Contract to satisfy the Specifications and Requirements.

18. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by (a) an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible or (b) loss of City or citizen funds resulting from loss of Contract Data as that term is defined in Section 28; or (iv) arising from the Company's violation of any law (including without limitation immigration laws); or (v) any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the overall Product(s) and Service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply

with the preceding sentence within thirty days after the City is directed to cease use of a Product or Service, the Company shall promptly refund to the City all amounts paid under this Contract.

19. INSURANCE. Throughout the term of this Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Contract, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Contract immediately upon written notice to the Company.

19.1. *General Requirements.*

19.1.1. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 19**, and the City has approved such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved.

19.1.2. All insurance policies required by **Section 19.1** shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall name the City as an additional insured under the commercial general liability policy required by **Section 19.1**

19.1.3. The Company's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 18**).

19.1.4. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

19.1.5. Within 3 days after execution of this Contract, the Company shall provide the City with certificates of insurance documenting that the insurance requirements set forth in this **Section 19** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. The Company shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of the Company shall not relieve the Company of its obligation to meet the insurance requirements set forth in this Contract.

19.1.6. Should any or all of the required insurance coverage be self-funded/self-insured, the Company shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

19.1.7. If any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this **Section 19**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve the Consultant from meeting all insurance requirements or otherwise being responsible for the subcontractor

19.2. *Types of Insurance.* The Company agrees to purchase and maintain during the life of this Contract with an insurance company, acceptable to the City, authorized to do business in the State of North Carolina the following insurance:

19.2.1. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

19.2.2. **Commercial General Liability.** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Contract, from claims of

bodily injury or property damage which arise from operation of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract. The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract.

- 19.2.3. **Crime Coverage-Fidelity Bond.** Providing employee dishonesty coverage on all contractors' employees at a limit of not less than \$250,000 each claim, with the addition of Loss Payable endorsement (CR 20 14 08 07), the City of Charlotte named as loss payee.
- 19.2.4. **Professional Liability, including Network Security and Privacy Liability.** Professional Liability as shall protect the Company and Company's employees for negligent acts, errors or omissions in performing the services under this contract. Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City of Charlotte in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$2,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.
- 19.2.5. **Workers' Compensation Insurance.** The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. Certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

- 20. LICENSING.** The Company shall provide copies of all valid licenses and certificates required for performance of the Services. The copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

Failure to obtain a valid Charlotte Business License within thirty (30) days of receiving contract award notification will result in garnishment by the Tax Office from any payments made to the Company.

- 21. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 22. SUBCONTRACTING.** In the event the Company subcontracts any of its obligations under this Contract, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 23. CONFIDENTIALITY.** The parties acknowledge that they are executing and entering into a Confidentiality Agreement contemporaneously with the execution of this Contract (the "Confidentiality Agreement") attached hereto as Exhibit H, and that they are bound by all terms contained in the Confidentiality

Agreement with respect to any Confidential Information which either of them obtains access to in connection with this Contract.

24. NON-DISCRIMINATION. The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

25. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 25.1 notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition.
- 25.2 establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 25.3 notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 25.4 impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 25.5 make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 25.6 require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

26. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by

the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:
Stephen J. Hittman
Chief Operating Officer
Complus Data Innovations, Inc.
Tarrytown, New York 10591

PHONE: 914-747-1200
FAX: 914-747-0632
E-MAIL: stephenh@complusdata.com

For the City:
Kay Elmore
City of Charlotte/Mecklenburg County
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2524
FAX: 704-336-2258
kelmore@ci.charlotte.nc.us

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

With Copy To (Company):
Jeff Grossman

Complus Data Innovations, Inc.
Tarrytown, New York 10591

PHONE: 914-747-1200
EMAIL: jeffg@complusdata.com

With Copy To (City):
Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202

PHONE: (704)336-3012
cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

27. MISCELLANEOUS.

- 27.1. *ENTIRE AGREEMENT.* This Contract, (including all Exhibits and Attachments) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 27.2. *AMENDMENT.* No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 27.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 27.4. *BINDING NATURE AND ASSIGNMENT.* This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of *this* Section, a Change in Control, as defined in **Section 28.12** shall constitute an assignment.
- 27.5. *NO DELAY DAMAGES.* Under no circumstances shall the City be liable to the Company for any damages arising from delay, *whether* caused by the City or not.

27.6. **FORCE MAJEURE.** The following force majeure provisions shall apply. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be *deemed* a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
 - 1. could not have been prevented by reasonable precaution;
 - 2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - 3. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate this Contract by written notice to the Company.
- (d) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under this Contract or at law.

27.7. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

27.8. **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

27.9. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be *construed* as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

27.10. **SURVIVAL OF PROVISIONS.** Those Sections of this Contract and the Exhibits which by their nature would reasonably be *expected* to continue after the termination of this Contract shall survive the termination of this Contract, including but not limited all definitions and each of the following:

- Section 2 Definitions
- Section 4.9 Audit
- Section 6.5 Software License for Embedded Software

Section 6.6	Transfer of Warranties
Section 6.7	Replacement Equipment
Section 9	Representations and Warranties
Section 12	Term and Termination
Section 15	Intellectual Property
Section 18	Indemnification
Section 23	Confidentiality
Section 24	Non-Discrimination
Section 26	Notices
Section 27	Miscellaneous
Section 28	Data Security and Privacy

- 27.11. *CHANGE IN CONTROL.* In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or *voting* power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 27.12. *NO BRIBERY.* The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 27.13. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 27.14. *TAXES.* Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company *consents* to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 27.15. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 27.16. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 27.17. *COUNTERPARTS.* This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

28. DATA SECURITY AND PRIVACY

- 28.1. *CONTRACT DATA.* The parties acknowledge that the City has exclusive ownership of all data generated, provided to or made available to the Company in connection with this Contract, and all report structures in which such data are reported (the "Contract Data"). The Company will treat the Contract Data as Confidential Information under the Confidentiality Agreement. The Company will

not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as necessary to perform this Contract.

- 28.2. *GENERAL REQUIREMENTS.* With respect to Contract Data, the Company shall:
- 28.2.1 Establish and maintain safeguards against the destruction, loss, unauthorized alteration of, or unauthorized access to the Contract Data;
 - 28.2.2 Comply with all laws and regulations that may apply to the Contract Data, including without limitation all laws relating to identity theft;
 - 28.2.3 Store all Contract Data in accordance with Peripheral Component Interconnect (or successor) standards then in effect ("PCI Standards");
 - 28.2.4 Encrypt all personally identifiable information, credit card data that is transmitted to or from the Company's systems in connection with this Contract;
 - 28.2.5 Ensure that Contract Data storage complies with all relevant laws, regulations and standards, including but not limited to states laws, and applicable regulatory and professional standards; and
 - 28.2.6 Ensure that transmission of Contract Data to and from the Company's system is secure.
- 28.3. *AUTHENTICATION.* The Company will require an authentication process approved by the City as a condition to releasing Contract Data to City employees. At a minimum, such process will require a City user ID and password. It may also require validation challenge questions if specified by the City in writing from time to time.
- 28.4. *PREVENTING UNAUTHORIZED ACCESS.* The Company shall identify in writing a security administrator to coordinate with the City. The Company shall take appropriate measures to protect against the misuse of and/or unauthorized access to the Contract Data, including the use of passwords and validated user identification for Company employees. The Company will take appropriate measures to address any such misuse or unauthorized access.
- If Unauthorized Access is suspected the Company shall promptly investigate any suspicion or allegation of misuse or unauthorized access to Contract Data. If the Company learns or has reason to believe that Contract Data has been disclosed or accessed by an unauthorized party, the Company shall notify the City immediately and shall take at the Company's expense all remedial action required by law or as reasonably requested by the City to remedy such disclosure or unauthorized access. All remediation for third party software security vulnerabilities that are clearly identified as such by the Company are the responsibility of the third party to provide. This in no way limits the Company's responsibility for notifying the City of the identified vulnerability.
- 28.5. *CITY'S RIGHT TO OBTAIN CONTRACT DATA.* The Company shall provide the City with prompt access to Contract Data when requested (subject to the authentication requirements referenced herein), which such access shall in any event be within three (3) business days after the request. The Company shall retain all Contract Data through the duration of this Contract. When requested by the City from time to time, the Company shall provide the City with a copy of all Contract Data accumulated to date (or such smaller subset as may be requested by the City) in a format in which the City can use, search, copy and access the Contract Data. Within thirty (30) days after expiration or termination of this Contract for any reason, the Company shall: (a) return all Contract Data to the City in a format in which the City can use, search, copy and access the Contract Data; and (b) following such return destroy all copies of the Contract Data in the Company's possession, except to the extent the Company is required to maintain copies of such Contract Data by state or federal law or regulation. If requested by the City, the Company shall allow the City access to the Company's systems if reasonably needed to use, search, and copy or access the Contract Data. The Company shall comply with its obligations under this Section at no cost to the City.
- 28.6. *CONTRACT DATA TO REMAIN IN THE U.S.* The Company will ensure that all Contract Data remains within the confines of the United States including any backup data, replication sites, and disaster recovery sites.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPLUS DATA INNOVATIONS, INC.:
BY: [Signature]
PRINT NAME: Jeff G. Grossman
TITLE: President
DATE: 01/16/2014

CITY OF CHARLOTTE:
BY: [Signature]
PRINT NAME: ERIC D. CAMPBELL
TITLE: ASSISTANT CITY MANAGER
DATE: 1/14/2014

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION
BY: [Signature]
PRINT NAME: Christlee Gibson
TITLE: Ins Mgr
DATE: 1/14/14

CITY OF CHARLOTTE:
CITY CLERK'S OFFICE
BY: [Signature]
PRINT NAME: EMILY A KUNZE
TITLE: DEPUTY CITY CLERK
DATE: 01/14/14

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] 1-31-14
Deputy Finance Officer Date

DAL

EXHIBIT A
PRICE SCHEDULE

This Exhibit A is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Item	Quantity	Total Cost (Year 1)	Total Cost (Year 2)	Total Cost (Year 3)	Total Cost (Year 4)
Software Licenses to the CDI FasTrack System	12	\$59,520.00	\$59,520.00	\$59,520.00	\$59,520.00
PC Workstation	1	Included	Included	Included	Included
Barcode Readers (for processing walk-in payments)	2	Included	Included	Included	Included
Receipt Printers (for processing walk-in payments)	2	Included	Included	Included	Included
Printer	1	Included	Included	Included	Included
Single-piece Casio IT-9000 Handheld Ticket Writers (including all peripherals, handheld ticket stock and envelopes)	12	Included	Included	Included	Included
Postage Expense to be Charged to City at Company's Actual Cost	N/A	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Commission % for Collections Services (% of gross funds collected on past due Citations)	N/A	22%	22%	22%	22%

The amounts stated in Exhibit A shall not be increased except by a written instrument duly executed by the City, which expressly states that it amends this Exhibit.

EXHIBIT B

SCOPE OF WORK FOR CITATION MANAGEMENT SYSTEM

This Exhibit B is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

1. General Scope.

The Company shall provide the design, supply, installation, configuration, testing and commission of a Parking Citation Management System that includes adjudication and an eBusiness online payment process that fully complies with the Specifications and Requirements.

2. Overall System Description

The system shall include, but not be limited to, the following features:

- Twelve (12) concurrent user licenses for parking management software;
- Company hosted database and application;
- Company hosted custom eBusiness storefront;
- Capability to interface with external applications;
- Web browser based user interface, *FastTrack*;
- Twelve (12) single-piece Casio IT-9000 handheld ticketwriters;
- Communications hardware and software for data transfer between handheld computers and the parking management database software;
- Handheld ticketwriter ticket stock for Citations;
- Handheld software and hardware support; and
- Printable and customizable Parking Citation, Debt Collection, and eBusiness reports.

3. Equipment.

The Company shall furnish the following equipment:

3.1 Handheld Ticket Writers

- The Company shall furnish, maintain, repair and/or replace twelve (12) Casio IT-9000 handheld ticketwriters with integrated field printers and digital color camera with a minimum 2.0 Mega pixel resolution with centralized data software for field use by Authorized Concurrent Users throughout the term of the Contract and any extensions thereto.
 - The Company shall deliver, install, and integrate the necessary handheld hardware and software components with the parking management system to achieve a fully functional, automated parking citation management system.
 - The Company shall provide total system support for the handheld ticketwriter hardware and software under a single comprehensive maintenance and support program.
 - During the term of the maintenance and support program, the Company shall provide scheduled new releases of the handheld and communications software.
 - The Company shall also furnish all required ticket stock, envelopes, and other miscellaneous supplies necessary for system operation.
 - The Company shall replace all equipment at 36 months intervals, regardless of condition. Otherwise, the Company shall replace or repair any defective equipment throughout the life of the Contract, including all extensions, at no charge to the City.
 - Spare batteries will be provided by the Company at no charge to the City.
 - Docking cradles (for charging) will be provided by the Company at no charge to the City.

3.2 PC Workstation

- To be used for downloading data from handhelds and for backup of information.

3.3 Barcode Readers (for processing walk-in payments)

3.4 Receipt Printers (for processing walk-in payments)

3.5 Printer

Maintenance, repair and replacement of the equipment will be the responsibility of the Company. This includes handhelds, printers, batteries, chargers and cables. Replacement units will be available in 24 hours or less at no additional cost to the City. Repairs that in the reasonable opinion of the original manufacturer or authorized repair facility are required as a result of neglect or misuse of the equipment (in a manner inconsistent with the Company's or manufacturer's instructions or directions) will be made at the sole expense of the City.

4. Functional Requirements.

The Company shall comply with all aspects of requirements detailed in the Requirements Matrix in Exhibit H of this Contract, except where the Company has expressly stated in its Requirements Matrix response that its solution does not meet a requirement or meets a requirement in an alternative manner. The responses shown in the Requirements Matrix are taken from the Company's Proposal.

Details regarding specific functionality to be provided by the System are described below.

4.1 Citation Processing

CDI will provide the City with access to the latest version of its online parking Citation software identified as the FastTrack™ System to handle all citation processing needs. CDI will revise the software at no charge to the City to conform to the rules of the City and the State of North Carolina laws for the duration of the contract, including all extensions.

The *FastTrack* System will provide the City with the following features regarding the processing of citations:

- Automatically calculate and apply penalties on outstanding citations based on the City's fine schedule.
 - CDI will institute any changes to fines and enforcement officers within established time lines at no cost to the City.
- Authorized users with correct access rights will be able to update citations in the following ways:
 - Assess necessary penalties such as towing fees and insufficient check fees.
 - Enter notes concerning the citation or customer to be viewed by other users
 - Dismiss citations for a pre-defined set of reasons.
 - Apply payment including overpayments and underpayments
 - The system will generate a notice when a citation was not paid in full
 - Apply payments including payments for Citations not yet uploaded to the processing system.
 - Reverse payments based on a pre-defined set of reasons, such as an NSF check.
 - Reversed payments will automatically update the status of the citation, generate a notice to the customer, and allow for further fines to accrue and collection notices to be generated.
 - Process refund of overpayments on citations.
 - Update names and addresses
 - Identify vehicles eligible for impound (based on criteria provided by City) for excessive parking violations.
 - Provide a process for noting that a vehicle has been impounded including notifications on the specific citations for which the vehicle was impounded.
- Authorized users with correct access rights will be able to perform at a minimum the following inquiries:
 - Inquiries on residential parking permit numbers
 - Issuance information
 - Vehicle and driver registration information if available
 - Payment information
 - Inquiries on citation numbers
 - Issuance information
 - Vehicle and driver registration information if available.
 - Payment information
 - Photos of violation if any.
 - Inquiries on owner name
 - Provide possible alternative owner names

- Provide owner address information if available.
- Provide related license plate numbers
- Provide related citations
- Provide related residential parking permits
- Inquiries on license plate number
 - Display all citations written against plate number.
 - Display all residential permits issued on plate number.
 - Display impoundment eligibility based on criteria provided by City
 - Display total amounts owed on all outstanding citations.
 - Display total amounts owed on tow eligible citations.
 - Display total amounts owed on non-tow eligible citations.
- Inquiries on other criteria, including, but not limited to:
 - Registered owner address.
 - Drivers license number.
 - Vehicle identification number.
- Additional display information including, but not limited to:
 - Payment information and history
 - Notes and comments associated with the citation, driver, vehicle as warranted.
- Bulk/Mass update of commonly changing fields such as name/address changes.
- Ability to receive payment on citations not yet loaded to system. System will then automatically match payment to issued citation when loaded.
- Accurately record all details surrounding individual payments including, but not limited to:
 - Payment channel(online, over the counter)
 - Payer name
 - Payment method(Cash, Check, Credit Card)
 - Payment status (was it voided?)

The *FastTrack* System will also provide the City with the following features regarding the issuance of Citations:

- Maintains an inventory of citation books for manually issued citations.
- Account for all citations numbers (manual or handheld) issued and their disposition.
- Performs inquiries and runs reports on all active or voided citations.
- Performs inquiries and runs reports on the performance of citation writers.
- Information reported on includes, but is not limited to:
 - Badge Number
 - Citation Number
 - Violation
 - Location
 - Disposition of Violation (Voided, Dismissed, Paid, etc.)

The System links each citation to a particular license plate, and provides a complete history of all transactions associated with the citation including monetary, telephone and walk-in contact. This history log creates an audit trail of all activity by each individual with access to the system. The system allows the operator to change any of the initial data entered using the Update Program. Changes can only be applied to active Citations and each change requires the operator to document the reason for the update. Each update can be audited for later review. A system administrator can set and adjust unique privileges for each individual user. At any time, the Audit File in the System can be reviewed using the History Display Function. This will show all the transactions that have been applied to any Citation in the system.

4.2 New Parking Citation Entry

- The *FastTrack* System provides a concise method of capturing the initial Citation information necessary to add a new Citation to the computer. This program is provided to allow the entry of manually written Citations.
- Citations written by the handheld devices will be loaded into the *FastTrack* System when the devices are returned to the ParkIt! Office at the end of an agent's shift.

- The capability exists, if the City chooses to implement the functionality at a later date, to immediately add the Citation to the *FastTrack* System using a wireless file transfer facility program.
- Digital Imaging

A feature of the CDI *FastTrack*™ System will provide the City with the ability to view a digital image of its handwritten parking Citations online in real time. These images can then be printed onsite, or even emailed to the violator. Furthermore, the software will also allow City users to zoom in or magnify the Citation so that they can better see what the officer may have written when issuing the Citation. This will prove to be extremely helpful when Citations are contested, or a “no hit” occurs when performing a DMV registration lookup.

Citations will be scanned at CDI’s processing center and stored as digital images on optical media. As soon as they are scanned, the Citations are available online for inquiry by either Citation number or license plate. Citation copies generated by the handheld ticket writers can also be retrieved through the CDI system.
- Citation Inventory

The *FastTrack*™ System has the ability to maintain an inventory of citation books, to track the issuance of citation books, and track the issuance of citations from the books by issuing officer.

4.3 Online appeals

- CDI will provide the ability for the City’s customers to file an appeal online through the Company’s hosted parking Citation payment website. Customers are able to choose between paying their outstanding parking Citations or filing an online appeal to have their Citations reviewed by a parking referee. During the online appeals process, customers are able to enter their email address and receive status updates, including information about any future hearing or trial dates. The City has access to manage the overall process, review individual cases, establish trial dates and enter dispositions that are relevant to any of the appeals that are filed.
- The System also allows the customer to attach scanned documents, digital images or other electronic items to their account.
- The City has the ability to “freeze” a citation from accruing late penalties and receiving delinquent notices while the citation is going through an appeals process. Additionally, the City has the ability to adjust the dollar amount of a fine, attach notes to a citation and display accumulated citations for each violator.

4.4 Residential Parking Permit Program

- At no additional cost, the City will be able to utilize an interactive permit processing system that is completely integrated within the *FastTrack* System. The system allows the City to:
 - establish and adjust parking districts,
 - issue and process payments for permits; and
 - to obtain inquiries of permit records by account number, registration, permit number, name and street address.
- The records will also include account number, application name, residential and mailing address, telephone number, vehicle registration number, vehicle make and color, stickers and visitor pass number, issuance and expiration dates for stickers and visitor’s passes, inquiry/update information for accounting and a comment field to record pertinent information for each account if necessary.
- Permits will be recorded separately from violation payments on a daily journal report with full financial controls for tracking.
- Permit activity will be reported via a monthly management report. On a routine basis, CDI can forward to the City a report of active permit accounts, and can mail renewal notices to permit holders thirty (30) days prior to the expiration of active permits.
 - The ability for customers to renew their parking permits online (via BuyMyPermit.com) is a service that is currently available to CDI customers and will also be provided at no additional cost to the City.
- Permit data from *FastTrack*™ can also be shared with the City’s LPR system for easier enforcement of residential parking permits.
- Permit data is also available to the City’s enforcement officers on the CDI-provided handheld ticket

writers.

- The permit module cross references the parking Citation database in the System. Therefore, the City has the option to restrict a permit/ decal sale to an individual until all citations are paid in full.

5. Payment Processing

5.1 Walk-In Payments

The on-line cashiering program of the FastTrack System will allow the City's Customer Service Center to process all walk-in payments. The cashiers will have user-friendly facilities to:

- Pay individual citations including all additional penalties and fees.
- Pay selected citations issued to a given license plate.
- Pay all citations issued to a given license plate number with a single entry.
- Print a receipt which displays all citations paid and total amount paid.
- Print detailed transaction reports including the following information:
 - Totals for cashier by cash, check, and credit card.
 - Reports can be run daily but are also able to be run for a given date range or reproduced on a future date.
- Payments for parking Citations will be updated on the System in a real time mode as they are posted through the cashier workstations.
- The CDI system contains a built-in accounting audit trail for all payments and adjustment transactions posted through the cashier workstation. It allows for payments to be entered by Citation number or vehicle registration number.
- When posting payments for parking Citations, the payment screen will automatically display fines, penalties, amount paid and amount due.
- In addition, the FastTrack system will process checks returned for insufficient funds, reactivate the Citations, and record the reduction on the database. Reactivated Citations resulting from returned checks become eligible for a notice during the next scheduled notice run. The FastTrack system also allows for the acceptance of partial payments.

5.2 eBusiness Solution / Web-Based Internet Payments

CDI will host a secure solution for the City to accept real-time payments through the internet. This tool is a means for customers to review and pay their outstanding Citations with their credit card. Acceptable forms of payment include MasterCard, Visa, Discover and PayPal.

- The entire service is completely integrated with the FastTrack system so that as transactions are processed, the parking Citation database is updated in real-time.
- The web-based payment system is secured with the latest encryption technology, and is PCI compliant.
- CDI has already made the arrangements with the banking and credit card agencies, and has custom designed, programmed and maintained the website on the City's behalf.
 - There is a convenience fee of \$3.50 assessed by CDI to the customer (end user) who is using the web-based payment interface. However, there are no additional fees to the City of Charlotte for this service and the City is credited with 100% of the Citation value.
- CDI hosts the site on its own servers and does not utilize a hosting company.
- The portal will be linked from the City's CDOT Park It! website.
- The portal shall include a disclaimer that payments are being redirected from the City's website to the Company's website for processing.
 - Once a transaction is approved the customer will be presented with a confirmation number at which point they are prompted to print the screen for their records.
 - In addition, if they provided an email address they will receive an email confirmation of their payment.
- Funds collected through CDI's payment web site will be deposited directly into a City designated bank account. Batches are settled nightly and deposits will typically be available in the bank account the following business day. CDI will provide a daily report of the funds deposited.

5.3 Pay-by-Phone Payments

In addition to web-based payments, CDI can provide the City of Charlotte with a convenient method for

accepting real-time parking Citation payments over the phone at no additional cost to the City. Acceptable methods of payment include MasterCard, Visa and Discover.

- CDI can host a solution for the City to accept real-time phone-based credit card payments from customers.
- Like the web-based payment system, CDI's pay-by-phone solution is completely integrated with the **FastTrack™** System so that as transactions are processed, the **FastTrack™** parking Citation database is updated in real-time.
- The pay-by-phone system is secured with the latest encryption technology and is PCI compliant.
- There is a convenience fee of \$3.50 assessed by CDI to the customer (end user) who is using the phone-based interface. However, there are no additional fees to the City of Charlotte for this service and the City is credited with 100% of the Citation value. The \$3.50 assessed by CDI will be retained by CDI and not paid to the City; accordingly, CDI will not invoice the City for such fees.
- Funds collected through CDI's payment web site will be deposited directly into a City designated bank account. Batches are settled nightly and deposits will typically be available in the bank account the following business day. CDI will provide a daily report of the funds deposited.

6 Nationwide DMV Lookups

DMV registered owner retrieval information will come directly from each DMV (no matter how many or how few Citations were issued to vehicles from each state).

- New information, as well as any updated information from the Department of Motor Vehicles and United States Postal Service is merged into the files and used to prepare delinquent notices which will be mailed on a predetermined and mutually agreed upon time schedule. The City will receive monthly reports recapping the dispositions for the month and for the year, as well as an outstanding report of all delinquent violators.
- Address verification and Zip+4 data are added when available to the address information supplied by the DMV agencies. The purpose of this program is to standardize address information and add data wherever possible to ensure accurate and speedy delivery of all collection correspondence mailed by CDI on behalf of the City. Following the successful updating of address information, CDI will begin the process of mailing notices to violators.

7 Delinquent Noticing and Other Correspondence

7.1 Delinquent Noticing

CDI automates the process for generating and mailing delinquent notices on behalf of the City. This is a process that the Company does not outsource. Delinquent notices (notice of overdue parking violations) will inform customers that parking Citations have not been paid within the period as established by the City. The City will detail (in accordance with local and State ordinances) the number of notices that will ordinarily be sent, their frequency and format. Notices will be sent, fines escalated and the North Carolina DMV notified according to the requirements as set forth by the City of Charlotte.

- NSF notifications can be sent when NSF checks have been received and processed by the City. CDI will design notices that are approved by the City of Charlotte and will conform to the State of North Carolina's and the City of Charlotte's rules and ordinances.
 - Notices may be updated by the City at any time at no additional cost.
- CDI will maintain proper documentation of all noticing activity undertaken, and shall, upon request, provide the City a weekly notice log containing, but not limited to, the following information: type of notice, mail date of notice, number of notices sent, license plates and Citations in notice run. (It should be noted that CDI manages all noticing functions in-house and all notices are run and brought to the Post Office for delivery on the same business day).
- Address verification and Zip+4 data are added when available to the address information supplied by the DMV agencies. The purpose of this program is to standardize address information and add data wherever possible to ensure accurate and speedy delivery of all collection correspondence mailed by CDI on behalf of the City. Following the successful updating of address information, CDI will begin the process of mailing notices.
- Mail returned by the Post Office as undeliverable will be sent to the Company's office to be processed by CDI's data entry department. Address corrections noted on the outside of the envelope by the Post Office will be processed and entered into FastTrack™ by CDI. Mail that is marked "Bad as Addressed"

will be processed using other methods.

7.2 Correspondence System

The correspondence system is a feature of the CDI FastTrack™ System. It allows the end-user to create and print a wide variety of custom designed letters. Working together, CDI and the City will design form letters to meet the City's requirements. Whenever a City employee needs to send a form letter, they simply select the type of letter to be sent, enter the Citation number or license plate and the software completes the process. The letter is generated by the system using the registered owner's name and address, referencing the Citation(s), and marking the history file that this specific correspondence was sent. Notice types can include summons notices and affidavits.

8 Reporting

8.1 General

Reports will be made available for query and print at the City's convenience on a desktop PC as an end user through ad-hoc reporting via Crystal Reports or Microsoft Access. CDI is also available for the programming and preparing of any reports at no additional cost. These reports would be sent to the City in an electronic format so they can be viewed on screen or even sent to a local printer.

The report types available include but are not limited to:

- Citation Issuance
 - Parking Citation Distribution Book Report
 - Missing Citation Analysis Report
 - Officer Reports
 - Location Reports
 - Impoundments
 - Activity Report
 - Tow Bill
- Processing and Collections
 - Out of State Citation Analysis
 - Habitual Parking Violator List(Heavy Hitters)
 - Listing of Notices Sent
 - Noticing Analysis
 - Detailed transaction reports including the following information:
 - Revenue Reports
 - Returned Check reports
- Management Reports
 - Month to Date and Year to Date issuance and collections.
 - Month to Date and Year to Date Appeals Totals
 - Reports will include previous year's totals for same time period.

CDI can also make available through daily FTP a Flat file format (ASCII) for the City to extract, query and share data with other City applications and for export to Excel. CDI acknowledges that the City of Charlotte can request reports at any time and modify or omit reports as necessary.

8.2 Real Time Reporting Tool

CDI will offer the City the use of a real-time reporting tool that provides access to all of its own data in real-time, accessible from its PCs. This reporting tool is Crystal Reports-based. CDI has designed many template reports that allow clients to enter filtering criteria (such as a specific officer, or a specific date) and generate a report designed to client's specifications. Some examples of questions that can be answered with this tool:

The City may choose to create new reports as well or request new template reports from CDI as needed.

8.3 Enforcement Mapping via GPS

This application enables management to access data captured by a GPS unit that is embedded in the handheld ticket writers. As the officers travel throughout their shifts, CDI's GPS application is capturing the coordinates of their exact locations, at pre-determined time increments, such as every ten minutes, or every half-hour. In addition to tracking actual movement, this application will also record the coordinates of specific key activities such as Citation issuance locations, tire-mark locations or the places where vehicles

have been booted or towed.

Once information is captured and stored, it will be accessible to users with the proper credentials.

9 Boot and Tow Module

The boot and tow module in FastTrack™ is comprised of several programs to help the City manage all boot and tow activity. This includes maintaining a file of authorized tow companies, as well as programs to maintain tow lot locations and boot inventory. The handheld ticket writers will automatically inform an officer when they encounter a repeat offender that is qualified for booting and/or towing.

When a vehicle is eligible to be booted or towed the operator will enter the information into the appropriate format and the system will create an open boot or tow case number to track all the activity associated with the vehicle. This information will remain in the FastTrack™ System permanently even after disposition of the Citation(s). In addition, the program can recommend the next available tow company and maintain the exact location where the vehicle is either immobilized or towed.

When payment has been made by the violator, a release form can be generated and the tow company can be notified that the car can be released to the owner. If the car was booted, the officer can be notified to remove the boot. Several reports are also available.

10 Telephone Support

City employees will have access to immediate customer service assistance via a nationwide, toll free number between the hours of 9:00 AM and 5:00 PM, (Eastern Time) Monday through Friday. CDI customer service representatives will be able to address any and all questions regarding individual Citations, as well as open trouble tickets for operational issues that City employees may encounter. After-hours and weekend support is also available by calling the Help Desk line.

11 Training and Support

CDI will provide on-site training to all necessary parking services personnel on the System until competency on CDI's hardware and software is achieved to the satisfaction of the City.

- Any new staff will be trained by CDI throughout the term of the contract. All requests for training and support by the City will be honored by CDI at no additional charge.
- CDI will also supply the City with training manuals on the Citation Management System, including updates to the manuals as new enhancements are released.
 - The City shall be entitled (but not required) to videotape all training classes provided by the Company, and to use the videotapes as a permanent training aid as part of the ongoing City training program.

12 Support and Maintenance.

Beginning on the Date of Acceptance and continuing throughout the term of the Contract the Company shall provide to the City the Maintenance Services outlined in **Exhibit E**.

13 Disaster Recovery.

The Company shall be able to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. The Company shall maintain or provide:

- Procedures for off-site storage of information, including nightly tape backup that is taken off-site and a backup data facility;
- Capabilities and availability of alternate processing, communications, and operations facilities;
- Plans for maintaining business processes, including communications with the City, the City's customers, and suppliers of goods and services.
- Estimated time to recover from disaster events, and service level expectations for business continuity following a disaster;
- A documented disaster recovery and business continuity plan, including dates of disaster recovery tests and schedule for future tests.

Exhibit C
SCOPE OF WORK FOR COLLECTIONS SERVICES

This Exhibit C is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

CDI will provide collection activities through its subcontractor, Collecto Inc., dba EOS CCA ("EOS CCA"). The Company retains primary responsibility for the performance of the Collections Services in compliance with the Specifications and Requirements. EOS CCA is subject to all provisions relating to subcontractors in the Contract, including but not limited to Sections 16.5 (E-Verify), 19.1.7 (insurance), 22 (Subcontracting), and 23 (Confidentiality), and Exhibit G (Confidentiality Agreement). The Company is authorized to collect on the Citations' balance using collection best-practices. This can include, but is not limited to, letter notifications and outbound calling. These collection best-practices are already included in the fee quoted.

1 General

- 1.1 The Company shall assume responsibility for all citations that the City has identified and escalated to a collection status. The following types of in-state and out-of-state citations will be considered to be in collection status:
 - 1.1.1 New citations that are eligible to be transferred to collections – those new citations will be citations that are 90 days or older from the issue date of the citation.
 - 1.1.2 Older citation debt that exists from citations that are at least 90 days from the issue date of the citation and less than three years; with the exception of debt setoff citations in the State of North Carolina.
 - 1.1.3 The Company will not handle debt setoff collections.
- 1.2 The Company and/or its subcontractors shall provide the Services and meet the requirements stated in this exhibit for a single commission percentage that is stated in Exhibit A, with the exception of Social Security lookups, which costs may be passed through to the City at a rate of \$0.90 per lookup.

2 Collections Services Provided

The Company or its subcontractor shall provide the following as part of the collections process:

- 2.1 Day One Activities – Data Scrubbing and Skip Tracing
 - 2.1.1 On day one of collections activity, Company's subcontractor will check for errors and scrub accounts for bankruptcies and deceased records.
 - 2.1.2 If the account holder is bankrupt or deceased, the information is forwarded to either EOS CCA's probate team or bankruptcy review team for further disposition.
 - 2.1.3 If the account holder is neither in bankruptcy or deceased, intelligent, automatic skip tracing is performed on all accounts.
- 2.2 Letters:
 - 2.2.1 Company's subcontractor shall send FDCPA (Fair Debt Collection Practices Act) compliant letter services to the Customer's current address, such letter to be sent within 24 hours after placement.
 - 2.2.1.1 Additional letters may include: Standard Dunning Notices; Overdue Payment Letter, as applicable; and/or Compromise/repayment agreement letter, as applicable.
 - 2.2.2 The type of letter and number of letters with interim telephone calls are determined by a number of factors, which include credit history, responses to previous notices and potential for collection before legal intervention is recommended.
- 2.3 Telephone contact will begin within 24 hours of placement of an account, if a current telephone number for a debtor is available;
- 2.4 Company's subcontractor will provide outbound/inbound collection call center services;
- 2.5 At the City's direction, Company's subcontractor will submit Credit Bureau Reporting to the agreed upon credit bureau reporting company – based on criteria set forth by the City, minimum \$50 outstanding debt per account. As of the Effective Date, the City will not require this Service;
- 2.6 Company's subcontractor will research real time bankruptcy information to ensure that no FDCPA violation is committed when pursuing an individual who has petitioned for bankruptcy, verify the legitimacy of the bankruptcy status, and improve collection efficiency and results;

- 2.7 Company's subcontractor will obtain Social Security numbers for City Charlotte's Tax Intercept (debt set-off) program. Company may assess a fee per successful lookup. The Company will not provide the debt set-off services.
- 2.8 Company shall provide RoVR (Retrieval of Vehicle Registration) information to the City for out-of-state vehicle information; this information will be provided as part of the contingency rate noted below.

3 Business Requirements for Collection Services

- 3.1 The Company shall develop a query to export the citation data to be escalated to EOS CCA for collections. The Company will provide the standard citation export format. The Company will generate this file at a minimum, on a monthly basis, by the 30th of the month and will upload it to the EOS CCA FTP web site. In advance of sending this file, the data will be matched with current Registered Owner information.
- 3.2 In the event the City needs to recall a citation that has already been escalated for collection, the City will notify the Company Collections Manager. To limit unauthorized recalls, the City will name authorized persons to complete the recall. All other requests will be denied.
- 3.3 The Company shall provide a monthly payment import file to the City in conjunction with the monthly billing. It will contain the citation number, payment date and citation amount. The file will be imported via the Company's specified method.
- 3.4 The City shall provide the Company with a daily payment import file of payments received at the City. It will contain the citation number, payment date and citation amount. It will be imported into the collections software.
- 3.5 The Company shall provide the City with a monthly reconciliation report on the 3rd Friday of each month. The report will provide statistics on citations collected, dollar amount collected, and associated fees. Information to be provided includes collection percentage for the current month and year-to-date, or such other reporting as the City may request.
- 3.6 All payments as the result of all efforts of EOS CCA will be remitted back to the City except phone payments which will be processed through the City's eBusiness Solution and deposited into the City's bank account. See Exhibit C. Individual collection payments will be remitted back to the City of Charlotte Park It! Office at 1440 S. Tryon Street, Suite 108 Charlotte, NC 28203 and deposited into the City account. No collection commission will be retained by the Company. The City will then pay the Company fees due for the Services according to the invoicing provisions stated in the Section 4 of the Contract.

4 Collection System and Reporting

- 4.1 Company's subcontractor will provide an automated collection system (currently Ontario FACS) that keeps track of all consumer information and automatically manages the collection workflow.
- 4.2 For each debtor, the transactional history maintained will include for each transaction: Date (day-month-year); time (hour-minute-second); and the number of the person (collector, data entry, accounting personnel) entering the transaction (some transactions automatically generate a scheduling transaction for the future). In general, all payments, comments (whether by collector or system tactic), demographics (original and post-listing), calls, letters, credit report postings/changes, and transitional changes (as noted by account status disposition) are recorded to the notes history.
- 4.3 The automated collection system provides approximately 180 different types of standard and customized management reports. The Company's subcontractor can tailor reporting frequency to the City's requirements. The Company's subcontractor can modify reports to meet special requirements and can develop customized reports within a three-seven day turnaround depending on the complexity of the report. Many of these reports are also available through EOS CCA's FACSWeb client access.
- 4.4 Ontario Systems' FACSWeb allows Internet access to EOS CCA's FACS database to provide the City remote access to its collection inventory.
 - 4.4.1 A FACS Web user can view and optionally update information in the database through a Web browser. This enables City users to view, audit, and monitor their individual account information, and optionally update account information, run reports and enter accounts and payments in real time.

5 Collection standards to be achieved:

5.1 The Company shall achieve a minimum collection ratio of seventy-five percent (75%) of the aggregate dollar amount of citations issued, including funds collected by the Company, the Company's debt collection subcontractor, and any amounts recovered through the North Carolina Debt Setoff program. These collection standards will be applied starting six (6) months after go live of the system and the calculation of these percentages will be based on a six month rolling average.

Exhibit D

SCOPE OF IMPLEMENTATION SERVICES AND PROJECT SCHEDULE

This Exhibit D is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

The Services described in this Exhibit are collectively referred to as the Implementation Services.

A. SCOPE OF IMPLEMENTATION SERVICES

1. COMPANY RESPONSIBILITIES.

The Company shall supply, implement, install, configure, test and commission a Citation Management System and shall provide all supervision, tools, materials, equipment, supplies and expertise to perform Collection Services for the City that fully complies with the Specifications and Requirements. Except for the "City Responsibilities" specifically identified in this exhibit, the Company shall furnish all equipment, Services and supplies necessary to achieve full compliance with the Specifications and Requirements. The fact that a particular service, item of equipment or material is not listed in the Contract does not release the Company for its obligation to provide it, if such service, equipment or material is necessary to design, supply, implement, install, configure, test and commission the System so that it fully complies with the Specifications and Requirements. Without limiting or shifting to the City the obligations of the Company which are acknowledged in the preceding two sentences, the Company shall provide to the City the specific system components and services which are itemized in **Exhibit B** to the Contract, or any newer versions that the Company is required to provide under the Contract.

2. PROJECT SCHEDULE.

Time is of the essence in having the Company perform the Implementation Services. After the Effective Date, the parties shall negotiate a mutually-acceptable project schedule for the tasks listed in **Appendix D.1**, which schedule will be deemed incorporated into **Appendix D.1** after agreed to in writing by both parties. After the Project Schedule is adopted, the Company shall perform all Implementation Services within the time periods set forth in the Project Schedule in **Appendix D.1**. There shall be no extensions of such time periods without the mutual written consent of both parties; provided, however, that:

- 2.1. if the City fails to complete any task assigned to it by the completion date set forth in the Project Schedule, and if such failure is reasonably likely to cause a delay in the completion of the remaining tasks, then the Company shall give the City written notice that its delay is causing the Company to fall behind (a "Delay Notice"). The completion dates for all remaining tasks shall be automatically extended by the number of business days between the date the City receives the Delay Notice and the date the City completes the overdue task identified in the Delay Notice;
- 2.2. if the Company fails to meet a completion date set forth in the Project Schedule, the completion dates for tasks assigned to the City shall be automatically extended by the number of business days between the date the task should have been completed and the date the Company actually completes such task; and
- 2.3. The City shall in its sole discretion be entitled to postpone the Project at any time for any reason by giving written notice to the Company. This postponement shall result in the extension of all deadlines set forth in the Project Schedule and the Contract, provided that such extensions shall not total more than six (6) months in the aggregate without the Company's prior written consent.

The failure by the Company to meet a given completion date in the Project Schedule shall not entitle the Company to receive an extension for the completion of any other task assigned to the Company, even if such failure has caused the City to delay in completing one or more tasks as allowed under **Section 2.2** above.

3. CITY PROVIDED EQUIPMENT, FACILITIES AND SERVICES.

The City shall be responsible for supplying the following equipment, services and facilities for the implementation of the System (collectively referred to herein as the "City Responsibilities"):

- 3.1. A facility to accommodate Company training of City personnel; and

- 3.2. Company staff will be allowed reasonable use of the City's break room facilities when they are on City premises. The Company's employees shall not venture outside those areas where the City Project Manager has specifically authorized them to go. Access to the City's facilities outside normal business hours is restricted; necessary access must be arranged each day as needed with the City Project Manager.
- 3.3. City staff will perform the tasks assigned to the City in this Scope of Implementation Services.

4. PROJECT MANAGERS.

- 4.1. *COMPANY PROJECT MANAGER.* Janine Marsiligiano, National Director of Client Services, shall be the "Company Project Manager" under this Contract. The duties of the Company Project Manager include, but are not limited to:
 - 4.1.1. Direct the Project as the Company contact with responsibility for Project performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the Project to ensure that Project tasks are performed according to the approved Project Schedule.
 - 4.1.2. Coordinate and schedule all Company resource assignments.
 - 4.1.3. Identify all known items that may impact the availability of City resources during the Project, and coordinate with the City Project Manager to avoid delays.
 - 4.1.4. Ensure that all necessary subcontractor commitments are in place and monitor subcontractor commitments.
 - 4.1.5. Initiate and maintain Project reporting and filing systems to ensure that Project documentation is up-to-date, organized and readily accessible by appropriate Company and City staff.
 - 4.1.6. Obtain from the City a system network configuration diagram and update it regularly to ensure that the system network configuration diagram accurately reflects the City architecture as it may change during the implementation of the project.
 - 4.1.7. Arrange for the delivery and installation of all Software and Services in accordance with the Project Schedule.
 - 4.1.8. Coordinate Company logistics for all on-site activities.
 - 4.1.9. Mutually agree and clarify with the City the training logistics considerations such as schedules and classroom resources.
 - 4.1.10. Provide the City Project Manager and Company upper management with the weekly progress reports described in this Scope of Implementation Services.
 - 4.1.11. Maintain a "punch list" of all Defects, incomplete requirements or unresolved issues that occur over the course the Project, including date and manner of resolution.
 - 4.1.12. Communicate with the City Project Manager on a daily or weekly basis, as needed, regarding Project progress and activities, and ensure adequate communication between members of the Company's and City implementation staffs.
 - 4.1.13. Monitor and follow-up to ensure that the Implementation Services are completed in compliance with the Contract and the dates set forth in the Project Schedule.
 - 4.1.14. Promptly consult with the City's Project Manager when Project Schedule deviations occur, and document all such plan deviations in accordance with agreed upon change control procedures;
 - 4.1.15. Provide consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues, and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 4.1.16. Act as the Company's point of contact for all aspects of contract administration, including invoicing for services, and status reporting;

- 4.1.17. Facilitate review meetings and conferences between the City and the Company's executives when requested by the City;
 - 4.1.18. Identify and provide the City with timely written notice of all issues that may threaten the implementation, operation or performance of the System (with "timely" meaning immediately after the Company becomes aware of them);
 - 4.1.19. Employ project management procedures that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.
 - 4.1.20. Employ Project Planning methods that document the City's expectations so that there are no false starts or wasted effort.
 - 4.1.21. Maintain a complete record of the Project's history.
 - 4.1.22. Ensure that adequate quality assurance procedures are in place throughout the Project, and that the System complies with the Specifications and Requirements; and
 - 4.1.23. Meet with other vendors working on City technology projects as necessary to resolve problems and coordinate the work that is included within the scope of this Project.
 - 4.2. **CITY PROJECT MANAGER.** **Clement Gibson** shall be the "City Project Manager" under this Contract. The duties of the City Project Manager are: (i) coordinating to fulfill the City's obligations pursuant to this Contract; (ii) promptly responding to the Company's Project Manager when consulted in writing or by E-mail with respect to project issues; and (3) acting as the City's point of contact for all aspects of the Project, including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
 - 4.3. In the event of vacation, illness or training, the Project Manager for each party shall appoint a designee to serve in his or her temporary absence.
5. **PROGRESS REPORTS.**
Throughout the Project, the Company shall prepare and submit weekly written reports to the City Project Manager. The weekly reports shall:
- 5.1. Identify and report the status of all tasks that have fallen behind schedule, the reason for the delay, and the projected completion date;
 - 5.2. Identify and summarize all risks and problems identified by the Company which may affect the Project;
 - 5.3. For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem;
 - 5.4. For each risk and problem identified, state the impact on the Project Schedule; and
 - 5.5. Identify all personnel, equipment, facilities and resources of the City that will be required for the Company to perform the Implementation Services at least (2) weeks in advance of the need.
6. **TRIAL PERIOD FOR CITATION MANAGEMENT SYSTEM.**
- 6.1. **SYSTEM ACCEPTANCE.**
 - 6.1.1. Implementation Services Acceptance shall occur when the entire System has been in production use with live data for all users in full compliance with the Specifications and Requirements for at least fifteen (15) continuous days, with the exception of any scheduled downtime (the "Trial Period").

During the Trial Period, the Company will correct Defects with the System within the time frames established in the Exhibit E. If the Company fails to comply with such time frames, the City shall be entitled to terminate the Contract for default, in addition to any other remedies that may be available under the Contract or at law.
 - 6.1.2. During the Trial Period, the City shall also be entitled to give the Company written Rejection Notices, of the following, each of which shall be deemed a Defect:

- Any failure of the System or any component thereof to fully meet and comply with the Specifications and Requirements; or
 - If the Company has not certified in writing that all Products and Services delivered to the City by the Company, are in full compliance with all Specifications and Requirements, and with all laws, regulations and industry specified standards; or
 - If the Company has not certified in writing that all deficiencies, problems and variances, whether or not revealed as part of the testing and inspection process, have been corrected to meet all Specifications and Requirements; or
- 6.1.3. Upon receipt of a Rejection Notice during the Trial Period, the Company: (a) shall act diligently and continuously to correct the Defects identified in the Rejection Notice; and (b) shall immediately upon completing such corrections give the City a Certification that all Defects have been corrected. In the event the Company fails to correct all Defects identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to Company. The Trial Period shall begin again each time the City submits a Rejection Notice to the Company, provided that the starting date of the new Trial Period shall be on the date the Company certifies that the Defect(s) identified in the Rejection Notice have been corrected. The City shall not be obligated to allow the Company to restart the Trial Period more than twice, and shall be entitled to terminate this Contract for default in the event the Trial Period is not successfully completed on the third try.
- 6.2. **IMPLEMENTATION SERVICES ACCEPTANCE BY THE CITY.**
- 6.2.1. Implementation Services Acceptance shall be deemed to occur only after the City has given the Company written notice of final acceptance of the System, after successful completion of the Trial Period. Any instance of non-acceptance will be documented and submitted in writing to the Company Project Manager.
- 6.2.2. Until Implementation Services Acceptance, the Company shall continue to provide all required Software, Services, and resources necessary to correct all material Defects deficiencies and problems in a timely, forthright, and cooperative manner so as to comply with the time periods and completion dates set forth in the Project Schedule.

B. PROJECT SCHEDULE

After the Effective Date, the parties shall negotiate a mutually-acceptable project schedule for the tasks listed in **Appendix D.1**, which schedule will be deemed incorporated into **Appendix D.1** after agreed to in writing by both parties. After the Project Schedule is adopted, the Company shall perform all Implementation Services within the time periods set forth in the Project Schedule in **Appendix D.1**.

**APPENDIX D.1
 Project Schedule**

After the Effective Date, the parties shall negotiate a mutually-acceptable project schedule for the tasks listed below, which schedule will be deemed incorporated into this Appendix D.1 after agreed to in writing by both parties. After the Project Schedule is adopted, the Company shall perform all Implementation Services within the time periods set forth in the Project Schedule.

Unless otherwise noted in individual task line items, the Company will be responsible for completing the tasks. Tasks that are the City's responsibility or a joint responsibility are to be denoted with (City) or (City/CDI), respectively.

ID	TASK NAME	DURATION (days)	START DATE	FINISH DATE
1	Charlotte Parking Program Implementation			
2	Receive Signed Contract			
3	Project Kick-Off meeting			
4	Implementation Questionnaire			
5	Handheld Questionnaire			
6	Backlog Files			
7	Parking Program			
8	Send File Layout Requirements			
9	Compile test file			
10	Receive Test file and Test Successfully			
11	Receive Final File and Test Successfully			
17	DMV Services			
18	Provide letters/forms to Charlotte			
19	Complete letters/forms and return to CDI			
20	Submit to respective DMV office and receive			
21	Project Status Meetings			
23	Week 1 - Project Plan Review/Resource Assignment			
24	Week 2 - Project Plan Review			
25	Week 3 - Project Plan Review			
26	Week 4 - Project Plan Review			

ID	TASK NAME	DURATION (days)	START DATE	FINISH DATE
27	Week 5 - Project Plan Review			
	Week 6 - Project Plan Review			
39	Week 7 - Project Plan Review			
	Week 8 - Project Plan Review			
	Week 9-Project Plan Review			
	Project Wrap Up and Review			
40	Delinquent Violation Notices			
41	Provide copy of current notice			
42	Draft cumulative notice			
43	Complus Review and approval			
44	Client review and approval			
45	Develop 12 month schedule			
46	Ticket Stock			
47	Handheld Ticket			
	Provide Current Ticket Proof			
48	Develop Proof			
49	Draft			
50	Review & Approve			
51	Order Inventory			
52	Payment Processing			
53	WEB			
54	Complete Web Worksheet			
55	Assign Web Address			
56	Complete Merchant Account Set-Up			
57	Develop Site (Customize as needed)			
58	Phone			
59	Reserve 800 Number			
60	Draft Script			

ID	TASK NAME	DURATION (days)	START DATE	FINISH DATE
61	Review & Approve			
62	Record			
63	FastTrack			
64	Program Violation Codes			
65	Code Penalty Schedule			
66	Program Location File			
67	Officer File Maintenance			
68	Establish Client Preferences			
69	Assign User ID's			
70	Correspondence Program			
71	Provide Letter language			
72	Draft Letters			
73	Review & Approve			
74	Program			
75	Boot & Tow Program			
76	Establish Preferences Options			
77	Appeal Program			
78	Establish Preferences Options			
79	Training			
80	Schedule HandHeld Training			
81	Schedule Software Training			
82	Complete Initial HandHeld Training			
83	Complete Initial Software Training			
84	Reporting			
85	Define Reporting Needs			
86	Develop Reports			
87	Train on Crystal Reports			
88	Equipment & Software			

ID	TASK NAME	DURATION (days)	START DATE	FINISH DATE
89	Order Equipment			
90	Develop Program			
91	Test			
92	Complete Installation			

Exhibit E
MAINTENANCE SERVICES

This Exhibit E is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

1. **GENERAL DESCRIPTION OF COMPANY RESPONSIBILITIES.**
Beginning on the date of System Acceptance and continuing throughout the term of this Contract (and any renewal period thereof), the Company shall provide to the City the services specified in the following provisions of this Contract (all of which are collectively referred to in this Contract as the "Maintenance Services").
2. **PREVENTION AND CORRECTION OF DEFECTS.**
 - 2.1. **SYSTEM.** The Company shall respond to and correct all Defects in the System within the time frames set forth in **Section 2.13** of this Exhibit. The Company shall further take all actions reasonably necessary to prevent Defects, and to cause the System to reliably and consistently operate in conformance with the Specifications and Requirements.
 - 2.2. **HANDHELD AND DESKTOP SOFTWARE.** Without limiting any of its other obligations under this Contract, the Company shall correct Defects in the Software utilized by the handhelds ticket writers and any desktop applications within the time frames set forth in **Section 2.13** of this Exhibit, and take such actions as are necessary to ensure that such Software fully conforms to the Specifications and Requirements. The Company's obligations hereunder extend to Third Party Software and Customizations, as well as other Software (including Upgrades and New Versions to Third Party Software and Customizations).
 - 2.3. **HARDWARE.** Without limiting any of its other obligations under this Contract, the Company will correct Defects in the Hardware within the time frames set forth in **Section 2.13** of this Exhibit, and maintain all Hardware in a manner so that: (i) the manufacturer warranty shall remain in full force and effect; (ii) such Hardware shall be qualified for coverage under the manufacturer's maintenance program, if available; and (iii) so as to ensure that the Hardware operates in conformity with the Specifications and Requirements.
 - 2.4. **HIGHEST INDUSTRY STANDARDS.** All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards for professional quality and workmanship, and shall be performed by qualified staff using quality products and materials.
 - 2.5. **HANDHELD AND DESKTOP SOFTWARE NEW RELEASES AND NEW VERSIONS.** The Company shall provide to the City all New Releases and all New Versions to all Software utilized in handhelds and any desktop Software (including Third Party Software) as soon as reasonably possible following their commercial release at no charge beyond the Subscription Fee. If requested by the City, the Company shall install such New Releases and New Versions at no charge beyond the Subscription Fee. All New Releases and New Versions provided to the City under this Contract will become part of the Software, and will be maintained by the Company under the terms of this Contract.

The Company will test and certify all New Releases and New Versions of handheld and desktop software before providing them to the City.
 - 2.6. **HARDWARE NEW RELEASES AND NEW VERSIONS.** The Company will provide and install at no charge beyond the Subscription Fee all New Releases and New Versions to Hardware (including engineering changes) which are: (a) necessary to correct Defects or enable the System or any component to function at an optimum level; or (b) required by the manufacturer. This includes mandatory engineering change orders (ECOs).
 - 2.7. **COMPLIANCE WITH LAWS.** The Company will promptly develop and provide at no charge beyond the Subscription Fee all changes and additions to the System and all other Software

and the Hardware that are required to achieve compliance with local, state or federal laws, regulations, codes and guidelines (including all changes to such laws, regulations, codes and guidelines).

- 2.8. **REPORTING OF DEFECTS.** The Company shall serve as a single source to address all Defects in the System. Notice of Defects need not be in writing, and shall be deemed effective when first received by the Company. The City shall not be required to follow up in-person, telephone, E-mail or telefax notices of Defects with a hard copy by mail or other means.
- 2.9. **TELEPHONE SUPPORT.** City employees will have access to immediate customer service assistance via a nationwide, toll free number between the hours of 9:00 AM and 5:00 PM, (Eastern Time) Monday through Friday. CDI customer service representatives will be able to address any and all questions regarding individual Citations, as well as open trouble tickets for operational issues that City employees may encounter. After-hours and weekend support is also available by calling the Help Desk line.
- 2.10. **ON-SITE SERVICES.** Company shall provide on-site maintenance and support to the extent necessary to correct any Defect in the Products, or the System, or to carry out any of the Company's other obligations under this Contract. There shall be no charge for such on-site services, other than the Subscription Fees provided in this Contract.
- 2.11. **CHANGE CONTROL PROCEDURES.** In performing remote support and other Maintenance Services, the Company will comply with the change control procedures established by the City from time to time, provided that the City shall give the Company notice of such procedures.
- 2.12. **ACCESS TO FACILITIES AND PERSONNEL.** In the event Company provides on-site support, the City shall provide the Company with reasonable access, without charge, to the City's facilities, appropriate personnel, and any other information reasonably requested by Company so as to enable Company to provide Services, provided that the City can do so at no significant cost to the City.
- 2.13. **SEVERITY LEVELS, RESPONSE TIMES AND RESOLUTION TIMES.** The Company will comply with the response times, resolution time and resolution procedures set forth in this Section for each of the priority levels of problems described herein. The City shall assign an initial priority level for each problem reported, either verbally or in writing, based on the conditions described below. The Company will work with the City to upgrade or reduce the level of a particular problem to a different priority level, if after examining the problem there is reason to do so. Notwithstanding the foregoing, the Company shall not upgrade or reduce the level of priority of a particular error to a different priority without the City's consent, which consent may not be unreasonably withheld.

Priority One Critical	Priority One applies if the problem could: Prevent the accomplishment of an operational or mission essential function, OR Causes loss of data or data corruption
Response Time	Immediately, if the problem is reported between 9:00 AM and 5:00 PM weekdays ("Regular Business Hours") Within one hour of notification if the problem is reported after Regular Business Hours.
Resolution Time	Within twenty-four (24) hours after the problem is first reported by the City.

Priority Two	Priority Two applies if the problem could: Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no Workaround is available, OR Adversely affect technical or cost risks to the life cycle support of the System, and no Workaround is available. Priority Two problems include aborts, but not loss of data or data
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	corruption.
Response Time	Immediately, if the problem is reported during Regular Business Hours Within one hour of notification if the problem is reported after Regular Business Hours.
Resolution Time	Within forty-eight (48) hours after the problem is first reported to the City

Priority Three	Priority Three applies if the problem could: Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a Workaround is available, OR Adversely affect technical or cost risks to the life cycle support of the System, but a Workaround is available. Priority Three problems do not include aborts or loss of data.
Response Time	Immediately, if the problem is reported during Regular Business Hours. Within eight hours of notification if the problem is reported after normal working hours.
Resolution Time	Resolution within sixty (60) days.

Exhibit F
LICENSE

This Exhibit F is an Exhibit to and is incorporated into the Agreement to Provide Citation Management System and Related Services between the City of Charlotte and Complus Data Innovations, Inc. (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

A. Subscription License

1. *GRANT OF LICENSE*. Subject to the restrictions set forth in **Sections A.2 and A.3** below, the Company grants to City a nonexclusive, nontransferable, royalty-free license to allow a number of City users equal to the number of licenses stated in Exhibit A to use the System and the Documentation for all purposes set forth or referenced in the Contract including but not limited to: (a) access to and use of the System and (b) training and testing.

City users for purposes of this License includes City employees and subcontractors hired by the City.

2. *RESTRICTIONS ON LICENSES*. The maximum number of City users contemplated for the pricing set forth in this Contract is stated in Exhibit A.
3. *RESTRICTIONS ON SOFTWARE USE*. The City shall not use, copy, disclose or distribute the System or Software referenced in this Section A, as applicable, except as permitted by this License.

B. Software License for Handheld Ticket Writers and Desktop Applications

1. *GRANT OF LICENSE*. Subject to the restrictions set forth in **Section B.2** below, the Company grants to City a perpetual, nonexclusive, irrevocable, nontransferable, royalty-free license to:
 - (a) Use the Software for handheld ticket writers and desktop applications and corresponding Documentation for all purposes set forth or referenced in the Contract or the City's RFP or the Company's Proposal, including but not limited to: (a) the operation and use of the System, (b) internal training and testing, (c) development, (d) disaster recovery, backup, archive and restore testing and implementation purposes and (e) any other purpose related to the above; and
 - (b) Allow direct and remote access to such Software and Documentation by City users having a legitimate business need to use such Software, including but not limited to field agents of the Park-It! Office, in order to provide services to customers of the City.
2. *RESTRICTIONS ON USE*. The City shall not use, copy, disclose or distribute the Software referenced in this Section B except as permitted by this License.

**EXHIBIT G
CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "Agreement") is made and entered into as of this 15th day of January, 2014, by and between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Complus Data Innovations, Inc., a New York corporation (the "Company").

WHEREAS, the City and Company are contemplating or have entered into certain business relationships and have exchanged and/or may need to exchange confidential information in connection with discussions of such relationships; and

WHEREAS, the City and Company desire to stipulate and agree that any disclosure of confidential information in connection with such relationships has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

NOW, THEREFORE, in consideration of the pursuit of current discussions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:
 - 1.1. *Trade secrets.* For purposes of this Agreement, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 1.2. *Information of either party marked "Confidential" or "Proprietary."*
 - 1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.4. *Any attorney / client privileged information disclosed by either Party.*
 - 1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*
 - 1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law, including:*
 - (a) Social security or employer taxpayer identification numbers.
 - (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
 - (c) Checking account numbers.
 - (d) Savings account numbers.
 - (e) Credit card numbers.
 - (f) Debit card numbers.
 - (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
 - (h) Digital signatures.
 - (i) Any other numbers or information that can be used to access a person's financial resources.
 - (j) Biometric data.
 - (k) Fingerprints.
 - (l) Passwords.

- 1.7. *The security features of the either party's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems, including passwords, security standards, security logs, procedures, processes, configurations, software and codes.*
- 1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*
- 1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 1.12. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.5 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." The Company acknowledges that certain Highly Restricted Information of City is subject to legal restrictions beyond those imposed by this Agreement, and agrees that: (a) all provisions in this Agreement applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Agreement as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. RESTRICTIONS AND REQUIREMENTS. Each party shall comply with the following restrictions and requirements regarding Confidential Information:

- 2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.
- 2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Agreement, and (b) has executed a confidentiality agreement incorporating substantially the form of this Agreement. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.
- 2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

- 2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Agreement.
 - 2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information; provided, however, that Confidential Information may remain on computer back up tapes in the ordinary course of business.
 - 2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Agreement.
 - 2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - 2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Agreement. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Agreement, including compliance with the City's Restricted Data Policy.
 - 2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Agreement and the City's Restricted Data Policy.
3. **EXCEPTIONS.** The disclosing party to this Agreement agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:
- 3.1. was already known to Recipient prior to being disclosed by the disclosing party;
 - 3.2. was or becomes publicly known through no wrongful act of Recipient;
 - 3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;
 - 3.4. was used or disclosed by Recipient with the prior written authorization of the other party;
 - 3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;
 - 3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

4. **DATA.** The Company will treat as Confidential Information all Contact Data submitted to the System by the City or citizens under this Agreement (including metadata). The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.
5. **PUBLIC RECORDS.** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall the City be liable to the Company for such release or disclosure.

In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES.** Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
7. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Company:

Stephen J. Hittman
Chief Operating Officer
Complus Data Innovations, Inc.
Tarrytown, New York 10591

PHONE: 914-747-1200

FAX: 914-747-0632

E-MAIL: stephenh@complusdata.com

For the City of Charlotte:

Kay Elmore
City of Charlotte/Mecklenburg County
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2524

FAX: 704-336-2258

kelmore@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice of breach or default which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Any notice of a breach or default under this Agreement shall also be sent to:

For Company:

Jeff Grossman

Complus Data Innovations, Inc.
Tarrytown, New York 10591

PHONE: 914-747-1200

EMAIL: jeffg@complusdata.com

For the City of Charlotte:

Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202
PHONE: (704)336-3012
cwhite@ci.charlotte.nc.us

8. MISCELLANEOUS

- 8.1. *ENTIRE AGREEMENT.* This Agreement constitutes the entire agreement between the parties with respect to protection and disclosure of the Confidential Information. There are no other representations, understandings of agreements between the parties with respect to such subject matter. On the subject matter of this Agreement, it supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 8.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 8.3. *GOVERNING LAW AND JURISDICTION.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and all other matters relating to this Agreement (all without regard North Carolina conflicts of laws principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any of the above courts.
- 8.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 8.5. *SEVERABILITY.* The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 8.6. *WAIVER.* No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 8.7. *COUNTERPARTS.* This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- 8.8. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

Nothing in this Agreement shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Agreement expressly authorize the release of Confidential Information.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

COMPLUS DATA INNOVATIONS, INC.
BY: [Signature]
PRINT NAME: Jeff G. Grossman
TITLE: President
DATE: 01/16/2014

CITY OF CHARLOTTE:
BY: [Signature]
PRINT NAME: ERIC D. CAMPBELL
TITLE: ASSISTANT CITY MANAGER
DATE: 1/14/2014

ATTEST [Signature]
Dep. CITY CLERK

**EXHIBIT H
 REQUIREMENTS MATRIX**

This Exhibit is incorporated into and made a part of the Contract to Provide Citation Management System and Related Services (“Contract”) between the City of Charlotte (the “City”) and Complus Data Innovations, Inc. (the “Company”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Contract.

#	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	Handheld Computer Hardware				
1	<i>Display – 240x320 pixel (1/4 VGA) color TFT with LED front light.</i>	X			
2	<i>Operating System – Microsoft Windows Platform</i>	X			
3	<i>Processor – Please describe the processor offered.</i>	X			Marvell PXA320 Processor (Max. 624 MHz)
4	<i>Memory - The handheld computer must support, at a minimum, 64mb high-speed SDRAM and 64mb nonvolatile flash storage.</i>	X			
5	<i>Durability – The handheld computer must meet environmental sealing rating of IP67 for protection against rain and dust. The handheld must be capable of withstanding repeated drops from a height of 4 feet (1.2 meters). The case must be constructed of high strength, solvent-resistant plastic.</i>			X	IP54 with a drop durability of 1.5 meters
6	<i>External Interfaces - Handheld must support communications of either wireless or through the existing network.</i>	x			
7	<i>Size - Handheld computer must not weigh more than 17 oz (490 grams). The unit must not exceed dimensions of 6.5” x 3.75” x 1.75” or 16.5cm x 9.5cm x 4.5cm.</i>			X	One piece unit with integrated printer
8	<i>Batteries - The main handheld battery must be a rechargeable pack</i>	X			
9	<i>Environment - The unit must be capable of being stored without damage within the temperature range of -22F (-30C) to +140F (+60C).</i>			X	Operates -20 to 50 degrees Celsius

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
10	<i>Warranty - The handheld computer must have at least a one-year standard warranty.</i>	X			
11	<i>Scan Engine – The scanner must read 1D and 2D barcodes as well as scan an image in gray scale. The scanner must operate in temperatures between +14F (-10C) to +122F (+50C) and withstand drops of up to three (3) feet (1 meter).</i>	X			
12	<i>Color Camera – The camera must be integrated into the handheld. The camera must have the ability to store snapshots as BMP, JPG and GIF file formats. The image resolution must be 240 x 320 or 640 x 480.</i>	X			20 Mega pixel color camera with auto-focus, LED, flash
#	Printer				
1	<i>Print Technology – The printer must have direct thermal technology.</i>	X			
2	<i>Case – The case of the handheld must provide increased shock absorption, weather resistance and protection from harsh environments.</i>	X			
3	<i>Size – Printer must not weigh more than 1.4 lbs (.64kg). The unit must not exceed dimensions of 6.2” (H) x 4.7” (W) x 2.6” (D) or 157.5mm (H) X 119.4mm (W) x 66.0mm (D).</i>			X	One piece unit with integrated printer
4	<i>Wireless Printing – The printer must support Bluetooth compliant wireless communication.</i>			X	Has Bluetooth – but printer is integrated
5	<i>Batteries - The printer battery must be a removable and rechargeable Battery.</i>			X	One piece unit with integrated printer
6	<i>Speed – The printer must have a speed of 3 IPS (76.2mm).</i>			X	One piece unit with integrated printer
7	<i>Print Resolution – The printer resolution must be 203 DPI (8 dots/mm).</i>			X	One piece unit with integrated printer
8	<i>Print Width – The printer must have a maximum print width of 2.9” (73.66mm).</i>			X	One piece unit with integrated printer
9	<i>Media Loading – The printer must have a “clamshell” design.</i>			X	One piece unit with integrated printer

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
10	<i>Stock Width Control – The printer must provide an adjustable stock width control for variable roll sizes.</i>	X			
11	<i>Environment - The printer must be capable of being stored without damage within the temperature range of -15 to +50 degrees C (5 to 122 degrees F).</i>			X	One piece unit with integrated printer
12	<i>Warranty - The printer must have at least a one-year standard warranty.</i>			X	One piece unit with integrated printer
#	General Equipment Requirements				
1	<i>Modularity – The system must allow for the addition of handheld ticketwriters, users, locations, and modules at a later time</i>	X			
2	<i>Host and Peripheral Hardware –Provide a recommendation for appropriate configuration for the system with which the handheld ticketwriters will interface</i>	X			
3	<i>Host and Peripheral Hardware – Supply any necessary peripheral equipment to interface to the host system or handheld devices such as printers, magnetic stripes, color cameras, and bar code readers</i>	X			
4	<i>System Delivery – Install, deliver, and integrate the necessary</i>	X			
#	General Software Requirements				
1	<i>Utilize thin-client technology (web-browser)</i>	X			
2	<i>Support current version of Internet Explorer</i>	X			
3	<i>Employ a fully relational database that allows data to be manipulated, linked and queried.</i>			X	
4	<i>Easily perform activities with context-sensitive menus</i>	X			
5	<i>Access all information from any screen</i>	X			
6	<i>Ability to disable fields, define fields as required, change field titles, associate default values</i>	X			
7	<i>Schedule tasks to run automatically</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
8	<i>Must be ADA compliant for color-blind disability</i>		X		
#	User Access Control & Security				
1	<i>Allow for a wide range of user access control and security that can vary by module and security level from read-only access to complete insert ,edit, delete capability anywhere in the software system</i>	X			
2	<i>Allow for the creation of a profile for each individual user. Profiles must specifically detail access rights and security privileges as defined by the system administrator</i>	X			
3	<i>Allow for at least 50 different specific areas that can be granted or denied access as well as allowing for up to 7 different levels of access where appropriate</i>	X			
4	<i>Provide an audit trail of modifications and/or transactions executed by a particular user</i>	X			
5	<i>Allow for revocation of user access</i>	X			
6	<i>Ability to restrict full data edit and delete capabilities to authorized individuals</i>	X			
7	<i>Allow user profiles to be cloned and applied to other users</i>	X			
8	<i>Allow for printing of a user's history or all users' history</i>	X			
9	<i>Allow for the ability to use foreign authentication. Foreign authentication programs must include LDAP and Microsoft Active Directory. Vendor must provide a list of the LDAP programs supported by the software</i>		X		
#	Parking Citation Manager Capabilities				
1	<i>Ability for user to enter (via keyboard entry and/or automatic upload via handheld citation issuance devices), view, and print, by means of either an ad-hoc query or batch basis, citations. All information normally associated with a specific citation such as:</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued, Time Issued, Officer Code, Location Code, Violation Code, Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes</i>				
2	<i>Provide direct access to information displayed on the same screen or provide direct access with the use of links (such as violation information, field notes, and detailed status information regarding balance and late fees)</i>	X			
3	<i>Provide direct access to complete history of transactions associated with the citation, including monetary, telephone and walk-in contacts</i>	X			
4	<i>Display customer name, ID Number and associated company name on the citation if there is a customer assignment</i>	X			
5	<i>Allow for the pre-payment of citations not currently in the system, such as citations paid off the windshield.</i>	X			
6	<i>Include a mechanism to match the pre-paid citation against a citation that is entered into the system after payment is made.</i>	X			
7	<i>Ability to change the status of a citation including void, transfer, uncollectible, reduce to warning, write off, etc</i>	X			
8	<i>Ability to track all changes and adjustments made to a citation to a specific individual, date and time</i>	X			
9	<i>Allow for adjustments to the monetary amount of each citation</i>	X			
10	<i>Display vehicle, customer, hearing, receipts, notes/attachments, and pre-paid citation data all from the citation record</i>	X			
11	<i>Provide a visual indicator displayed on records with attachments</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
12	<i>Ability to support the attachment of scanned documentation, digital images or other electronic items to the citation</i>	X			
13	<i>Ability to directly access hearing and receipt (payment) information from the citation record</i>	X			
14	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a citation on a single screen (e.g. customer, vehicles, appeals, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus</i>			X	Information is provided, but not color-coded
15	<i>Accommodate a predefined digit alphanumeric format</i>	X			
16	<i>Provide a mechanism for rapid and convenient entry of hand-written citations utilizing defaults from the previously entered citation such as date, officer number, location, etc.</i>	X			
17	<i>Ability to reassign citations to a different customer (ex. From vehicle leasing company to vehicle lessor)</i>	X			
18	<i>Ability to track and define scofflaws and download scofflaw information to handheld citation units</i>	X			
19	<i>Ability to generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history</i>	X			
20	<i>Ability to e-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history</i>	X			
21	<i>Ability to define one violation per citation and to support accumulated violations</i>	X			
22	<i>Ability to transfer citation balance due items to</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>organization-wide account/billings receivable system</i>				
23	<i>Ability to define whether a violation uses accumulation or escalation</i>	X			
24	<i>Provide a detailed list of the history of customer association with a citation. The information should include, but not be limited to, the user who created, removed or changed the customer association</i>	X			
25	<i>Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			
26	<i>Ability to automatically assess escalations/late fees to citations meeting criteria without the user initiating the process</i>	X			
27	<i>Ability to automatically generate letters/e-mails for overdue citation notices without the user initiating the process</i>	X			
28	<i>Ability to "freeze" a citation from accruing late penalties and receiving notices</i>	X			
29	<i>Ability to generate a letter "on-the-fly" directly from the citation record. The letter or email generated must be recorded in the Citation and Customer's Letter histories as well as a copy of the letter or email sent</i>	X			
#	Citation Appeals and Hearings Capabilities: This software must track the citation appeal and hearing process. When an appeal record is created, the information relating to a citation must be automatically copied into the appeal records as the citation number is entered				
1	<i>Ability to require an appeal to have a hearing or apply the result with requiring a hearing</i>	X			
2	<i>Enter user-defined result codes to indicate appeal outcome</i>	X			
3	<i>Provide an extensive notes field (including date of the note, note type, and comments)</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
4	<i>Ability to attach digital pictures, files or documents to the appeal record</i>	X			
5	<i>Allow for the adjustment of the citation's final amount due by an authorized person and keep track of all adjustments made to the record</i>	X			
6	<i>Relationally link and simultaneously update citation files</i>	X			
7	<i>Ability to set revised due dates</i>	X			
8	<i>Ability to put citations on hold (no further accumulation of late days, fees or notices) while appeal is in process</i>	X			
9	<i>Provide built-in court hearing schedule report</i>	X			
10	<i>Ability to define a docket (hearing date and time)</i>	X			
11	<i>Ability to automatically assign appeals to an available docket, based on pre-defined criteria such as number of hearings per docket, officer availability, etc.</i>	X			
12	<i>Allow direct access to the citation, customer, and receipt records</i>	X			
13	<i>Ability to generate and print and/or e-mail appeal decisions and/or letters on demand for a single hearing or in batch for multiple hearings. This feature must allow the user to call up one of several standard customer-defined appeal response letters in the database file and have information about the citation, customer and vehicle information automatically entered on the standard letter</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
14	<i>Ability to automatically generate letters and e-mails for hearing notification/results notices without the user initiating the process</i>	X			
15	<i>Direct access to letter history should be provided as well as storing a copy of the letter in the history</i>	X			
16	<i>Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software</i>	X			
17	<i>Display a message if a citation is currently on appeal</i>	X			
18	<i>Allow for user-defined appeal types (oral, written, 2nd appeal, etc.)</i>	X			
19	<i>Ability to appeal multiple citations on a single hearing record</i>	X			
20	<i>Provide visual displays on records with attachments</i>	X			
21	<i>Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			
22	<i>Provide direct access to financial information related to the citation. This includes payments, adjustments, late/fees, appeal reductions, etc.</i>	X			
23	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a hearing on a single screen (e.g. customer, citations, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus</i>			X	Information is provided, but not color-coded
24	<i>Provide configuration options for the time limit to appeal a citation and also whether payment is required before the appeal</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
25	<i>Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software</i>	X			
26	<i>Include a judgment decision note field which can be incorporated in the automated hearing notification letters generated within the software</i>	X			
#	Vehicle Registration: This software must provide for the complete control of the vehicle registration process, including:				
1	<i>Ability to view all activity associated with a vehicle including permits, citations, handheld notifications (messages sent to the handheld), boot/tow information, and notes</i>	X			
2	<i>Ability to link multiple customers to a vehicle</i>	X			
3	<i>Ability to define vehicle assignment categories, such as registered owner, driver, rental car, etc.</i>	X			
4	<i>Ability to prioritize drivers and assign unique registration numbers</i>			X	Need clarification
5	<i>Ability to manage and process the State of Indiana plate type series</i>	X			Why Indiana?
6	<i>Maintain Vehicle Ownership and Plate Type information</i>	X			
7	<i>Ability to establish current liability for the vehicle</i>	X			
8	<i>Provide access to a DMV retrieval service for most states</i>	X			CDI provides direct DMV access to all 50 states.
9	<i>Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
10	<i>Ability to send custom vehicle notifications to the handhelds, notifications includes a start and end date, notification type and comments. (Examples: do not ticket or tow, VIP, boot/tow, scofflaw, etc.)</i>	X			
11	<i>Support the attachment of scanned documentation, digital images or other electronic items to the record</i>	X			
12	<i>A visual indicator displays on records with attachments</i>	X			
13	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			
14	<i>Provide a complete list of invoices (citations, permits, boot/tow, etc.) related to the vehicle and the ability to go directly to one of those listed record</i>	X			
15	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a vehicle on a single screen (e.g. customer, citations, permits, boot/tow, etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus.</i>	X			Information is available but not color-coded.
16	<i>Create scofflaw files based on the citations associated with a vehicle</i>	X			
17	<i>Provide a scofflaw flag on the vehicle record for easy identification</i>	X			
18	<i>The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements</i>	X			
19	<i>Provide a detailed audit trail of activity related to the vehicle</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
20	<i>Provide automated access to a DMV retrieval service for most states (subscription service)</i>			X	Company provides direct DMV access in all 50 states. No subscription necessary.
#	Customer Tracking				
1	<i>One unique account number issued per customer</i>			X	All data is tracked by plate.
2	<i>Display of balance due with convenient access to detail</i>	X			
3	<i>Ability to turn on Do Not Accept Checks feature which works exclusively with the register</i>	X			
4	<i>Ability to view a summary section with direct access to all information and invoices associated with a customer on one screen (e.g. citations, permits, vehicles, appeals, boot/tow records, properties, payments, etc.)</i>	X			
5	<i>Unlimited number of addresses (physical and e-mail) per individual</i>	X			
6	<i>User-defined address types (home, work, school, etc.)</i>	X			
7	<i>Ability to prioritize multiple addresses</i>	X			
8	<i>Capacity to apply held monies to a customer account with complete audit trail</i>	X			
9	<i>Ability to define E-mail address types (work, home, etc.)</i>	X			
10	<i>Driver's license number field</i>	X			
11	<i>Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			
12	<i>Ability to send user-defined customer statements in a variety of formats to inform customer of all outstanding invoices on account (citations, permits, boot/tow, etc.)</i>	X			
13	<i>Direct access to letter history should be provided as well as storing a copy of the letter in the history.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
14	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			
15	<i>Ability to define addresses as invalid</i>	X			
16	<i>Ability to identify potential duplicate customer records with option to merge the duplicate records into one</i>	X			
17	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a customer on a single screen (e.g. citations, permits, vehicles, appeals, boot/tow records, third party billings, receipts (payments), associated properties, etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.</i>			X	Information is provided, but not color-coded.
18	<i>Support the attachment of scanned documentation, digital images or other electronic items to the record</i>	X			
19	<i>A visual indicator displays on records with attachments</i>	X			
20	<i>Provide a scofflaw flag on the customer record for easy identification</i>	X			
21	<i>Provide a scofflaw flag on the vehicle record for easy identification</i>	X			
22	<i>The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements.</i>	X			
23	<i>Associate free-form financial transactions and adjustments to a customer</i>	X			
24	<i>Direct access to receipts (payments) associated with the customer</i>	X			
25	<i>Direct access to financial information related to the customer. This includes invoices, payments,</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>adjustments, etc.</i>				
26	<i>Direct access to a customer's association with a property</i>	X			
#	Parking Permit Capabilities				
1	<i>Ability to view all activity associated with a permit including customers, vehicles, properties, receipts, and notes</i>	X			
2	<i>Ability to create two (2) types of permits: Inventoried and Non-inventoried</i>	X			
3	<i>Ability to inventory and track uniquely numbered permits as they are being issued</i>	X			
4	<i>Record a permit's effective, issuance and expiration dates</i>	X			
5	<i>Ability to track prior permits and space assignments</i>	X			
6	<i>Ability to scan a permit's bar code at point of sale</i>	X			
7	<i>Payroll deduction plan for staff. This software feature must allow for the capture of data concerning individuals choosing to purchase parking permits through a payroll deduction option. It must also allow for the automatic creation of extensive customer defined standard reports for printing and sending to various departments and individuals such as: a) Payroll; b) Auxiliary Accounting, etc.</i>		X		
8	<i>Ability to transfer permit balance due items to organization-wide account/billings receivable system</i>	X			
9	<i>Ability to sell a permit to a customer and charge the transaction to an approved 3rd party</i>	X			
10	<i>Ability to display permit account balance</i>	X			
11	<i>Unlimited customer-defined permit possession status indicators including: active, lost, stolen and returned</i>	X			
12	<i>Ability to download permit records to handheld ticketwriters by possession status (lost, stolen, returned, etc.), permit type and location</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
13	<i>Complete tracking and simplified issuance of temporary permits</i>	X			
14	<i>Ability to associate multiple customers to a permit</i>	X			
15	<i>Ability to make monetary adjustments</i>	X			
16	<i>Direct access to financial information related to the permit. This includes payments, adjustments, additional fees, refunds, etc.</i>	X			
17	<i>Population of permits for inventory management</i>	X			
18	<i>Allocation of permits that link to point of sale</i>	X			
19	<i>Restrict the number of permits a customer can purchase</i>	X			
20	<i>Ability to reset the permit fee for monthly billing</i>	X			
21	<i>Attach digital pictures or documents to the permit record</i>	X			
22	<i>Search for all permits that are associated with a particular property, address or license plate</i>	X			
23	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			
24	<i>Provide the ability to print permits at the time of a sale from a networked or receipt printer (includes barcodes and graphics)</i>	X			
25	<i>A visual indicator displays on records with attachments</i>	X			
26	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a permit on a single screen (e.g. customer, vehicles, associated properties, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus</i>			X	Information is provided, but not color-coded.
27	<i>Generate and print permit renewal letters while maintaining an audit trail within the application.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>Direct access to letter history should be provided as well as storing a copy of the letter in the history.</i>				
28	<i>E-mail permit renewal letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history.</i>	X			
29	<i>Ability to reserve permits for future sale.</i>	X			
30	<i>Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			
31	<i>Ability to define permit logic in the proposed software. The software should be able to look at the customer's classification and determine, if the permit can be sold to the customer and automatically associate the correct price of the permit.</i>	X			
32	<i>Ability to track and record individual residential permits and who is purchasing them</i>	X			
33	<i>Ability to track data on quantity of and purchasers of parking tokens sold</i>	X			
34	<i>Detailed audit trail for activity related to the permit record</i>	X			
Req. #	Batch Permit Issuance and Invoicing: The software must have a manager that enables the user to issue a batch of permits to an individual, agency, or department and bill for the amount due. Additional features, must include:				
1	<i>Ability to view all activity associated with the batch permit including customers, permits, receipts, and notes</i>	X			
2	<i>Ability to make monetary adjustments</i>	X			
3	<i>Ability to update permits to reflect bulk sale</i>	X			
4	<i>Direct access to financial information related to the batch permit record. This includes payments, adjustments, additional fees, refunds, etc.</i>	X			
5	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
6	<i>Ability to print permits (includes barcodes and graphics)</i>	X			
7	<i>Displaying bulk permit balance with payment information</i>	X			
8	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a batch permit record on a single screen (e.g. customer, permits, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus</i>			X	Information provided but not color-coded.
9	<i>Assigning a unique number to each batch permit record</i>	X			
10	<i>Support attachment of scanned documentation, digital images or other electronic items to the record</i>	X			
11	<i>A visual indicator that displays on records with attachments</i>	X			
12	<i>Ability to reserve permits for future sale.</i>	X			
13	<i>Inserting an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.</i>	X			
14	<i>Detailed audit trail for activity related to the permit record</i>	X			
#	Properties				
1	<i>View all activity associated with a property including customers, permits and notes</i>	X			
2	<i>Detailed audit trail for activity related to the property record</i>	X			
3	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			
4	<i>A visual indicator that displays on records with attachments</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
5	<i>Share properties among multiple customers</i>	X			
6	<i>Support notes on properties</i>	X			
7	<i>Support custom fields on properties</i>	X			
#	Payment and Cash Management Capabilities: The cash management software manager must allow a bar code reader, receipt printer and electronic cash drawer to be attached to a standard PC workstation thus creating a true, full-function cash management system. The software must allow for direct posting to the proper financial account(s) and complete convenient access to virtually any information in the system without leaving the cash management module.				
1	<i>Ability to provide "shopping cart" functionality</i>		X		
2	<i>Ability to track all transactions by cashier regardless of cash drawer used</i>	X			
3	<i>Posting of payments for citations, permit invoices, and NSF penalty fees</i>	X			
4	<i>Ability to accept and post both payments in full and partial payments as well as apply credits from an existing customer balance</i>	X			
5	<i>Ability to write-off balance of citation during acceptance of payment. This function must be restricted to authorized users and the maximum authorized write-off amount must be variable based on an individual user's access profile</i>	X			
6	<i>Ability to enter payments before citation information has been imported from handheld ticketwriters and have the information automatically updated when the citation is later uploaded from the handheld ticketwriter</i>	X			
7	<i>Notify the cashier if the parking department does not accept checks from a specific customer</i>	X			
8	<i>Print a receipt as necessary that clearly identifies individual transactions and/or items purchased, including citations paid, and permit receipts</i>	X			
9	<i>The system should have the ability to print each receipt to a variety of printers in a variety of formats, including point of sale receipt printers</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
10	<i>User-defined payment methods (i.e. cash, check, payroll deduction, credit card, interdepartmental check)</i>	X			
11	<i>Restrict payment methods by a customer's classification</i>	X			
12	<i>Optional field for check number, credit card number, authorization number or expiration date</i>	X			
13	<i>Separate module for quick and easy batch application of citation mail-in payments</i>	X			
14	<i>Capability to mark NSF check receipts, add associated fees, send customer defined standard NSF check notifications and have the option to activate the "Do Not Accept Checks" feature in one easy process</i>	X			
15	<i>Complete drawer close-out process with detailed reconciliation report</i>	X			
16	<i>Ability to access and import for purpose of sale, a permit record from populated inventory via the cash register screen with automatic calculation of the prorated (if applicable) purchase price</i>	X			
17	<i>Ability to scan a bar code printed on sale items (i.e. citations, permits) into various fields to facilitate rapid data entry and lookup at point of sale</i>	X			
18	<i>Extensive "notes" field on each register tape (e.g. to indicate why there are discrepancies between the expected balance and the actual balance)</i>	X			
19	<i>Transaction total given at close of cash drawer</i>	X			
20	<i>Ability to facilitate third party sales (i.e. an individual purchases a permit but the bill for the permit is directed to a third party)</i>	X			
21	<i>Ability to restrict a permit sale until all citations are paid</i>	X			
22	<i>Ability to print receipts on demand and reprint receipts</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
23	<i>Ability to establish payment plans</i>	X			
24	<i>Ability to endorse checks</i>	X			
#	Task Scheduler				
1	<i>Ability to automatically execute tasks in an unattended fashion.</i>	X			
2	<i>Support execution of pre-defined tasks including escalating fines, generating letters, and vehicle notifications.</i>	X			
3	<i>Ability to user-define tasks, tasks could include report generation, data exports, etc.</i>	X			
#	Notice and Letter Generation Manager: The software must provide a module to allow for the notification of overdue invoices (includes citations, permits, events, etc.), permit renewals, and hearing results. Each letter must be printed and/or e-mailed based on customer-defined criteria such as but not limited to "days past citation issuance" for a given license number.				
1	<i>Ability to generate customer statements</i>	X			
2	<i>Ability to generate citation overdue notices</i>	X			
3	<i>Ability to generate hearing notification or results notices</i>	X			
4	<i>Ability to generate permit renewal letters</i>	X			
5	<i>Send notices and letters by e-mail</i>	X			
6	<i>Allow the user to prioritize address types (address types must consist of both e-mail and address types)</i>	X			
7	<i>Allow the user to define/create different types of standard letters, including letters specifically for Appeals, Permit Renewals, Account Statements, Citation Billing, Multiple Overdue Notices, etc., for storage in the database file</i>	X			
8	<i>For each type of standard letter in the database file, the software must allow the user to print only one such letter applicable to only one citation, vehicle, or customer or the complete "batch" of that type of letter for all applicable citations, vehicles or customers when certain user-defined conditions are</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>met</i>				
9	<i>Allow the user to delineate the specific combination of conditions that must exist in order to trigger the printing of each standard letter type for a particular citation, vehicle or registered owner. Definable conditions should include but not necessarily be limited to: number of days citation has been outstanding (unpaid), number of unpaid citations, letters for a specific state license plate only. Users should be able to combine these conditions using logical operators to form more complex situations</i>	X			
10	<i>Allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing (i.e. customer name and address, etc.). Such defined blank fields for automatic data entry should include but not necessarily be limited to: individual listing of each unpaid citation, total dollar amount due, specific details for each outstanding citation, vehicle description information, registered owner information and customer authority name and address information</i>	X			
11	<i>Allow letters to be printed on a standard printer that can be accessed via a local workstation</i>	X			
12	<i>Ability to "roll back" letters, if they were generated in error</i>	X			
13	<i>Allow an unlimited number of user-defined letter headings to be selected by letter type. The user-defined letter headings should contain name, department, address, city, state, zip code, and phone number.</i>	X			
14	<i>Allow for the customer unique ID number to be suppressed on letters/e-mails.</i>	X			
15	<i>Generate and print notification letters while</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history.</i>				
16	<i>E-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history</i>	X			
17	<i>Automatically generate letters/e-mails for overdue citation notices without the user initiating the process</i>	X			
#	Extensive Report Generation				
1	<i>A chronological listing of citations written by violation type, parking facility location and date range</i>	X			
2	<i>Ability to produce predefined reports concerning citation activity, permit sales activity, and parking citation appeals activity.</i>	X			
3	<i>Ability to sort all reports by date range(s), ticket numbers, outstanding tickets, tickets issued by Officer ID, Tickets issued by location, tickets issued by violation, and tickets issued by time period(s).</i>	X			
4	<i>Ability to produce accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a user-defined period (e.g. monthly, annually, etc.).</i>	X			
5	<i>Utilize Crystal Reports, version 10 for processing standard and ad-hoc reports. The license to Crystal Reports must include a concurrent user license to run reports and a developer license to create custom reports.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
6	<i>Integrate with Crystal Reports so that report execution is seamless and that the user does not see Crystal Reports execute, even when entering parameters for the report.</i>	X			
7	<i>Supports the import of Crystal Reports template files (.rpt files) and be able to execute these reports after they have been imported.</i>	X			
8	<i>Allow grouping of reports by category so as to simplify choosing a report from a list.</i>	X			
9	<i>Crystal Reports must provide the ability to create and export ASCII files.</i>	X			
10	<i>A listing of all vehicle license plates and VIN #s with "X" or more unpaid citations</i>	X			
11	<i>Number and percent of tickets issued by violation type during a date range</i>	X			
12	<i>Monthly accounts receivable report of tickets unpaid during specified date range</i>	X			
13	<i>An officer specific report containing tickets written by location, time of day and violation type during a specific time period</i>	X			
14	<i>A listing of uncollectible tickets by license plate # with ticket #(s) and total dollar amount due</i>	X			
15	<i>A listing of tickets by name, address and dollar amount due that have aged beyond a user-defined period that can be written off and placed in history files</i>	X			
16	<i>A detailed report of all activity for a given cash drawer on a given day by transaction type (bus tickets, parking tickets, permits, etc.). The report must show activity for each revenue-producing transaction category.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
17	<i>A report that will provide aging status for unpaid invoices. The report can be broken down by past due statuses – such as: Current, 30 days, 60 days, 90 days, and 180 days</i>	X			
#	Query manager: The software system must include a query manager that can be used for query building, data export, and posting (batch update). The query manager should include the following:				
1	<i>Query Viewer that includes the name of the query, description, if the query is personal or shared, and if the query is associated to a task.</i>			X	Separate component – Crystal reports. No posting.
2	<i>Ability to maintain queries. Maintenance items include the ability to view, edit, export, import, clone, and delete queries from the query viewer.</i>	X			
3	<i>Query Builder that allows users to create a new query. A multi-step wizard should guide the user through the query creation process.</i>	X			
4	<i>Ability to use a query to edit data in batch form. This could include clearing a permit balance, changing a customer's classification, transferring citations, etc..</i>		X		
#	Data Import/Export				
1	<i>Ability to create file formats (e.g. ASCII files) that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies or departments.</i>	X			
#	Web Services: The software system must offer web services to allow external programs access to features within the application. Web services must, at a minimum, specifically interface with permit sales, citation payments, and the ability to access account information. The system should allow for the creation of a web-based interface allowing secure online transactions.				
1	<i>The vendor must offer consulting services, if needed, to help guide the web implementation process</i>	X			
2	<i>Web services must provide a group of procedures and views that can be called from an outside system that is logged into an Oracle parking database</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
3	<i>Web services must fully address permit sales. This includes inserting/updating customer information and inserting/updating vehicle information</i>	X			
4	<i>Web services must allow a customer to find and pay all citations for which they are responsible</i>	X			
5	<i>Web services must allow a customer to find personal account information. This includes citation and permit information.</i>	X			
6	<i>Web services must allow a customer to edit current biographical information</i>	X			Custom programming required
7	<i>Web services must allow a customer to appeal citations.</i>	X			
8	<i>Web services must allow for more than one citation to be appealed on the same appeal record</i>	X			
9	<i>Web services must check apply any business rules defined in the Oracle parking database. This includes, but is not limited to, permit restrictions</i>	X			
10	<i>Web services must offer real-time interaction with the Oracle parking database</i>	X			
11	<i>Web services must be capable of operating over a secure network connection including SSL</i>	X			
12	<i>All activities performed by a web service must be logged in the system activity and/or financial log of the system.</i>	X			
13	<i>Web services should adhere to the business rules of the system so as not to compromise existing data or allow insertion of bad data.</i>	X			
#	Web Solutions (Optional): The vendor must offer web development solutions for an e-commerce and customer inquiry website. The vendor must offer packaged solutions and custom development option. Vendor should be able to develop a scope document outlining the work to be performed and offer a firm price. The e-commerce website must integrate with the Oracle database. The following solutions should be made available:				

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
1	<i>Customer Account Inquiry</i>		X		
2	<i>Citations Payments</i>	X			
3	<i>Permit Sales</i>	X			
4	<i>Citation Appeals</i>	X			
#	Booting/Towing: The software must have a module that allows the user to process a booted/towed vehicle. This includes physically booting/towing the vehicle and releasing the vehicle to the owner.				
1	<i>User-defined release codes that can also be used in standard reporting</i>	X			
2	<i>Ability to enter all towing agencies and impound garages with associated agency fees that are automatically applied as necessary</i>	X			
3	<i>Fields for entry of boot ID# and location</i>	X			
4	<i>Support the attachment of scanned documentation, digital images or other electronic items to the record.</i>	X			
5	<i>Provide "thumbnail" previews of image files so a user is not required to open each image individually to view them.</i>	X			
6	<i>A visual indicator displays on records with attachments</i>	X			
7	<i>Provide a brief color-coded summary and direct access to all information and invoices associated with a boot/tow on a single screen (e.g. customers, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.</i>			X	Information is provided, but not color-coded.

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
8	<i>Extensive notes field (including date of the note, note type, and comments)</i>	X			
#	Data Warehouse				
1	<i>Provide a data warehouse implementation to store data from external systems when that data is relevant to parking operation logic.</i>		X		
2	<i>Ability to support an unlimited number of user-defined fields.</i>		X		
3	<i>Enforce business rules to limit of format data.</i>		X		
4	<i>Ability to accept updates to data using both batch and real-time integration tools (file importer, web services, etc.)</i>		X		
#	Application Development Rights				
1	<i>Allow for non-commercial, custom application development against the system.</i>		X		
2	<i>Ability to create custom programs and have the system execute those programs in an unattended manner according to our desired schedule.</i>		X		
#	Handheld Software				
1	<i>User Interface - Handheld software must provide a user-friendly interface for ease of use and durability.</i>	X			
2	<i>User Configuration - The handheld software must be completely configurable so that the supervisor may select data entry fields and make them a required entry, an optional entry, or an unused field.</i>	X			
3	<i>Password/Security - The software must require a valid logon ID and possess two levels of security. One is to be used for system administration/configuration and the other for field personnel.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
4	<i>Master Files - The system must support entry of information such as vehicle make, model, color, style, plate type, violation, location, void, and standard comment codes. The system must also support full registered owner, scofflaw, VIP, vehicle notifications and tow request files. At no time during citation entry must the user memorize codes for data entry; all entries must be selectable from a screen. This screen must employ a simple scrolling and paging function for location of data. The system must allow the user to browse these files at any time without being in citation entry mode.</i>	X			
5	<i>Citation Display and Edit – The system must easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process.</i>	X			
6	<i>Citation Browsing, Voiding, and Reprinting - The system must allow the user to view and void (optionally) any and all citations written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation and this code and the officer ID must be noted on exception report at the host. The system must also support reprinting of an issued citation.</i>			X	
7	<i>Auto Tag/Permit Search - When the license plate and permit number (if applicable) are entered during citation entry, the system must automatically search the customer, vehicle, VIP, scofflaw, and tow request files for a match. If a match is found, the customer and vehicle information must be automatically entered into the proper data fields without additional keying by the officer. If a match is found in any of the VIP, scofflaw, or tow request files, the system</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>must supply feedback to the user. If a match is found in the scofflaw file, the system must display the number of unpaid citations, and outstanding balance.</i>				
8	<i>Chalking - The system must support monitoring of vehicles in fixed time zone parking areas. The system must maintain a file of tag numbers in fixed time parking and, at any time, display the elapsed time and previous location of the vehicle. The software must allow the user to enter the Citation Entry module directly from the Chalking module with one keystroke. The chalk tire records must also have the ability to be downloaded into the parking database for future reference.</i>	X			
9	<i>Time Stamping - All transactions must be time stamped by the system's internal clock. This feature may not be modified by user.</i>	X			
10	<i>Warnings - The system must support the issuance and tracking of warnings as well as actual citation issuance.</i>	X			
11	<i>Location - The system must support standard location codes and descriptions, location comments, block numbers, and meter numbers.</i>	X			
12	<i>Comments - The system must support both standard comment codes and free-form comments. Software must allow the user to select whether the comments are printed on the citation or "hidden" and uploaded to the database.</i>	X			
13	<i>Fines/Violations - The system must be configurable by authorized personnel to allow field personnel to modify the standard violation fine. The system must support the entry of one violation per citation. The system should prompt the user if an additional citation should be issued to the vehicle. The system will prompt the user for information regarding the</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
	<i>additional violation.</i>				
14	<i>Handheld Security - The handheld must have a security option so unauthorized users cannot access the system.</i>	X			
15	<i>Bar Codes - The software must support the capability to print a laser-quality bar code on the citation, reflecting the citation number, so that payment can later be easily and accurately applied to the correct citation during batch payment entry. The system shall support both "2 of 5" and "Code-39" (aka 3 of 9) barcode types. The system should be able to put any information (up to at least 20 characters) contained within a citation into the barcode, e.g. Citation Number, Date, Fine Amount, Impound #, License #, State, Plate Type, etc.</i>	X			
16	<i>User Defined Citation Print Formats - The software must allow authorized users to design an unlimited number of custom citation print formats. This includes a selection of variable fields as well as the ability to print warnings.</i>	X			
17	<i>Required License Plate Double Entry - The software must allow authorized personnel to select whether the license plate must be entered twice for confirmation.</i>	X			
18	<i>Multiple Citation Alarm - The software must allow authorized personnel to select whether they wish to check for multiple citations to the same vehicle in the same day and notify the officer of the previous citation.</i>	X			
19	<i>Field Permit Checks - The handheld software must provide the ability to interface with a bar code laser scanner to perform validity checks on bar coded decals and hang tags.</i>	X			

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
20	<i>Double Entry – Optional feature requiring mandatory double permit entry to reduce data entry errors.</i>	X			
21	<i>Screen Order – The handheld should support presentation of citation data entry screens according to a user-specified order.</i>	X			
22	<i>Wireless Option – The software should support real-time wireless communications over a wireless LAN or cellular network using (assuming sufficient hardware and wireless options are purchased).</i>	X			
23	<i>Snapshots – The software must provide the ability to take an unlimited number of color snapshots. The software must automatically download the snapshots and associate to the appropriate citation record.</i>	X			
#	Communications				
1	<i>Host Communications Software - The system must offer a software manager for host communications.</i>	X			
2	<i>High Speed Communications - The system must offer the capability of direct host communication with multiple handheld units via high-speed data communications. High speed communications include communication speed of up to 11 Mbps using wireless 802.11b communication solution or communication speed of up to 800 Kbps for Bluetooth communication. All necessary hardware is provided by the vendor.</i>	X			
3	<i>Real-time Wireless Communications – The system must offer the capability of real-time in-the-field communications. Wireless communications should be offered in either 802.11b or GPRS cellular communications.</i>	X			
#	Web Hosting & Database Services				

	Requirements	Meets	Does Not Meet	Meets Alternatively	Company Explanation
1	<i>Provide redundant power supply to servers</i>	X			
2	<i>Provide redundant internet feeds</i>	X			
3	<i>Perform daily backups</i>	X			
4	<i>Provide firewall to limit access to data</i>	X			
5	<i>Provide Microsoft updates and security fixes to servers.</i>	X			
6	<i>Provide maintenance checks for the database and or/software. Items may include memory adjustments, manual extension of table spaces/data files, exports, and imports to clean up internal fragmentation.</i>	X			
7	<i>Ongoing testing of databases maintained by Service Provider after initial implementation.</i>	X			
8	<i>Perform upgrades of new releases of software</i>	X			
9	<i>City Project Manager must be notified immediately of any system outages or server upgrades</i>	X			
10	<i>Apply software patches as needed</i>	X			
#	Collections Service				
1	<i>Provide an integrated Collections piece to the software allowing collections to be tracked in "real-time" that provides up to date debt and payment information for all customer accounts</i>	X			