

ATTACHMENT A
Description of Services

1. **TERM:**

1.1 The term of this Agreement shall be effective for three (3) years from the Effective Date. During the term of this Agreement, Contractor shall provide Parking Access and Control System (PARCS) hardware, software and perform services as described in the scope of this Agreement. Maintenance services apply exclusively to Scheidt & Bachmann PARCS hardware and software and do not cover hardware and software of third-party suppliers.

2. **SCOPE OF WORK:**

2.1 Parking Access and Control System

Contractor provides and will continue to provide a self-contained, centrally-managed Parking Access and Control system (PARCS), consisting of hardware and software components, controlling access to, and accounting for all revenues generated by designated City parking facilities.

The Contractor's PARCS system includes but is not limited to the following mandatory and fully functional components:

a. Access Control System (ACS): Field devices such as gates or barriers, managing the access in and out of a parking facilities. All field devices, such as entrance and exit lanes, cashier stations and Pay-on-Foot Stations, will offer access and egress via multiple control media including RFID proximity card readers, credit card readers and Chip Coins/Tokens.

b. Revenue Control System (RCS): Revenue control devices providing automated transaction processing for discounted and validated parking, for transient and non-transient parkers at access control devices for entry/exit lanes, cashier stations and POF stations.

c. Payment Methods and Payment Processing: Contractor is responsible for processing all forms of payment based on the City's chosen contracted payment processors, and providing the City with accurate reporting and auditing functions for reconciling cash and bankcard payments with transactions. All bankcard processing components, systems, software, subsystems and third-party systems or services shall comply with all PCI security standards.

d. Parking Management Software (PMS) : Entervo FMS software for managing, controlling and monitoring all data processing, communications, payment processing and collection, reporting and auditing functions for all networks, devices, servers and gateways. All networking components, cabling and data communications devices that are delivered by the Contractor shall be deployed and operated in compliance with CITY networking and information processing standards and protocols.

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2.2 Maintenance Services

The Maintenance Services consist of the following and are provided in accordance with and subject to the terms of the Agreement.

- 24/7 Phone Support
- 24/7 Emergency Support
- 8-5 On-Site Corrective Maintenance Support
- Preventative Maintenance
- Patching & Updates
- Parts utilized during the course of maintenance services provided

a. Routine Maintenance Services shall be provided during the Primary Period of Operation, defined as between the hours of 8am and 5pm, Monday through Friday. Contractor shall use only qualified personnel, who are familiar with the Owners System as it exists at the time of the Agreement.

b. Emergency Maintenance Services

Emergency Maintenance Service will be provided when service is required due to the failure of a critical component of the system (hardware or software) that significantly impairs the operation of the system. Emergency response will only be required when the failure of a critical component or sub-system creates a situation for the City that substantially hinders operations, negatively impact safety or security, or results in revenue loss. Emergency Maintenance Services are provided at no charge and are included in the scope of this agreement. Emergency Maintenance Services shall be available twenty-four (24) hours a day, seven (7) days a week.

c. Service Calls and Technical Phone Support

All service-related issues are to be reported to our East Region or West Region Service Center via phone, email or the US Service Request Portal to ensure that all incidents are logged. Emergencies must be reported initially by phone and may then be confirmed by email. Contractor will return all service phone calls within one (1) hours from the time of the City's or its agent's call. A Service

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Center Support Technician will work with the City, its employees or agents to triage the incident reported with every attempt to resolve the issue remotely.

Service Incidents that cannot be resolved remotely by our Service Center Support Technician will be dispatched to a qualified Field Service Technician. Service Incidents that cannot be resolved by an on-site Field Service Technician will be escalated for remote support from our Advanced Technical Service Group for advanced level support.

The Advanced Technical Service Support staff are intimately familiar with the Entervo system and databases and serve as an escalated point of contact for the Field Service Technicians and the Service Center. Advanced Technical Service Support responds to advanced technical difficulties and participates in issue resolutions on customer reported incidents where in depth technical support is needed for Software and system issues

If onsite support is required, the following protocol will be followed:

- a. During the Primary Period of Operation, Monday to Friday between 8am and 5pm, support will be handled on the same business day.
- b. Weekdays, Monday through Friday after 5pm, outside of the Primary Period of Operation, remote support will be provided next business day unless Emergency Service is required.
- c. After Hours Weekends, Friday 5:01pm to Mondays 7:59am, and Federal Holidays, outside of the Primary Period of Operation, onsite support will be provided the next business day unless Emergency Service is required.
- d. Emergency Maintenance Service will be provided within four (4) hours of a request for or report qualifying for emergency service.

2.5 Software Patches and Updates

Software Patches and Updates to the Entervo software and other programs covered by Contractor are included in the scope of work and may be addressed using remote software support services or Contractor's onsite technical personnel. Contractor shall be liable for loss of data up to the extent of reconstruction of the data limited to cases where the loss of data had been solely caused by an intervention of Contractor or its representatives.

- a. Software Updates during the term of this Agreement, Contractor will offer software security updates and general bug fix updates developed by Contractor for all software

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elements provided by Contractor for the PARCS system. Implementation of these updates is defined in the following paragraphs of this section. All work regarding software updates will need to be coordinated and scheduled with the Customer prior to the work being performed.

- b. The Customer will make available all necessary internet connectivity from the servers to the internet to perform software updates as recommended by Contractor. Contractor will honor the policies and procedures as provided by the Customer's IT staff with regard to access to the system.
- c. The Customer is responsible to ensure that its support agreements are up to date with infrastructure providers that support the PARCS solution. These providers include VMware, Microsoft, Cisco, Dell, etc. It is through these agreements that the Customer will secure the necessary security patches, updates, and maintenance to ensure all regulatory compliance for their system.
- d. In the case of VMware, Oracle and Windows, and third party application installed as a component of the PARCS system, the Contractor will determine the compatible patches to be installed in the live system. These include all devices provided by the Contractor supporting the PARCS and Entervo brand including VMWare, servers and lane terminals.
- e. All Contractor recommended security patches for the above software components included in the PARCS system will be installed by Contractor within 45 days of the release.
- f. Additional services and expenses not set forth in this compensation, such as vulnerability scan remediation, security audits, and PCI documentation requests shall be billed separately.

2.6 Preventative Maintenance Service

Standard Quarterly Preventive Maintenance: Contractor will provide 4 preventative maintenance cycles, 1 per quarter per year of the Agreement. All reasonable efforts will be made by Contractor to limit any interference with normal parking facility operations. Upon the completion of a Preventative Maintenance cycle, an electronic report with the tasks completed will be emailed to the City primary point of contact(s) for review and approval. Preventative Maintenance includes the confirmed status of NSAF at each payment device. An example of the standard quarterly preventative maintenance report is attached as **Exhibit 1**.

2.7 Third-Party and Spare Part Availability

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City or its employees or agents will be responsible for issuing purchase orders for replacement of third-party spare parts that are not manufactured by Contractor but are utilized in the Contractor's equipment.

Contractor will make all reasonable efforts to ensure the availability of spare parts and equipment. Where parts are no longer available, whether due to obsolescence or otherwise, Contractor will provide substitutes with equivalent functionality.

2.8 Service Contacts

Contractor contacts for field service, administration, account management support and escalations are attached as **Exhibit 2**.

2.9 Service Locations

For the term of this agreement the Contractor shall provide the above mentioned services and support to the following garages until the City has removed the Scheidt & Bachmann installed equipment at any of the garages mentioned below in its entirety, at which point the Contractor will credit the account the prorated amount for service support no longer required at the inactive garage(s). The Contractor shall reinstate or provide the above-mentioned services for Scheidt & Bachmann installed equipment at any additional garages as requested by the City.

1. City of Oakland – City Center
2. City of Oakland – Dalziel
3. City of Oakland – Franklin
4. City of Oakland – Harrison
5. City of Oakland – Pacific Renaissance Plaza
6. City of Oakland – Telegraph
7. City of Oakland – Alexan Webster

Upon full removal of a system at one of the City's facilities, the contract base value cost (for example the base value for Year 1 is \$134,835.00) will be reduced based on the associated percentages provided below and prorated.

- | | |
|----------------------------------|------|
| 1. City of Oakland – City Center | -29% |
| 2. City of Oakland – Dalziel | -8% |
| 3. City of Oakland – Franklin | -9% |

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4. City of Oakland – Harrison	-9%
5. City of Oakland – Pacific Renaissance Plaza	-18%
6. City of Oakland – Telegraph	-15%
7. City of Oakland – Alexan Webster	-12%

2.10 Additional Services

Additional Services may be requested by the City for additional needs such as:

- a. Relocation, replacement and/or removal of system equipment.
- b. Modifications to rate or validation structures.
- c. Migration to new credit card clearinghouse.
- d. Support with automation and integration of new products and services.
- e. Solutions support and development.
- f. Procurement and installation of new PARCS related equipment and software upgrades
- g. PCI-DSS Compliance support and consultation
- h. Upgrades and/or enhancements to existing equipment, including but not limited to additional touchless access control devices, EMV credit card readers, or License Plate Recognition (LPR) technology.
- i. Other consulting or technical services as required by the City.

Additional Services are not included in the compensation of this Agreement and shall only be provided to the City upon written proposal from Contractor, and is approved and signed by the City. Upon the request by the City, Contractor shall provide such services as are necessary and available with respect to the system to expand or modify the PARCS system to meet the City's requirements.

The execution of Additional Services will require an approved scope of work. Contractor will coordinate with the City on the scope of work and requirements to carry out the additional services. The City agrees to pay additional charges for such services at Contractor's then current labor and material rates.

3. EXCLUSIONS:

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- 3.1 This agreement does not include any changes or improvements to the system's functionality other than necessary technical modifications performed by Contractor. Contractor shall have no obligation to provide maintenance services in the event of any defect or damage which arises or develops from:
- a. Use or maintenance of the PARCS hardware or software by the City, its employees or agents other than in accordance with the Operating manuals
 - b. Alterations to the hardware or software made by the City, its employees or agents
 - c. Any negligent act or omission of the City, its employees or agents
 - d. Design, material, software or interface furnished by the City or a third party
 - e. Viruses brought into the City's system by interfaces or data carriers that are not under Contractor's control
 - f. Vandalism or vehicular strikes
 - g. Acts of God, i.e. an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution
 - h. Replacement of full server hardware
- 3.2 Contractor is not responsible for providing consumables which are defined as tickets, chip coins, receipt and printer paper, and gate arm mounting nuts and bolts.

4. **COMPENSATION and Fees:**

- 4.1 The annual compensation amount shall be for a term of three (3) years for the following sum(s):

Year 1	\$159,710	October 1, 2020 to September 30, 2021
Year 2	\$166,452	October 1, 2021 to September 30, 2022
Year 3	\$173,531	October 1, 2022 to September 30, 20

The sums above have been agreed to by the Contractor and the City as the total cost for the Services presented in the Description of Services above.

This amounts above are comprised of the following fees and charges to be invoiced separately based on the actual number of devices in service and actual usage:

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Year One Base	\$134,835.00	
*EMV Terminal Fees	\$375.00	\$6.25 monthly fee per EMV Terminal for on-going EMV maintenance provided by Windcave
EMV CC Fees	\$4,500.00	\$375 monthly fee for EMV credit card transactions capped at 5,000 transactions per month
Non-EMV CC Fees	\$20,000.00	\$.03 per non-EMV credit card transaction fee capped at \$20,000 annually
Year One Total	\$159,710.00	
Year Two Base	\$141,577.00	
*EMV Terminal Fees	\$375.00	same as year one
EMV CC Fees	\$4,500.00	same as year one
Non-EMV CC Fees	\$20,000.00	same as year one
Year Two Total	\$166,452.00	
Year Three Base	\$148,656.00	
*EMV Terminal Fees	\$375.00	same as year one
EMV CC Fees	\$4,500.00	same as year one
Non-EMV CC Fees	\$20,000.00	same as year one
Year Three Total	\$173,531.00	

*

Windcave is a hosted payment gateway service provided for use in credit card and debit card (no pin) processing. Windcave charges Contractor a per transaction fee to process transactions via the gateway. In consideration of the continued use of the Windcave software, the Owner agrees to pay the Contractor \$375.00 per month for up to 5,000 credit card and debit card (no pin) transaction per month processed through the PARCS system where Windcave EMV readers have been installed. At the time of the execution of this contract, there are a total of 5 EMV terminals supported under the monthly \$375 processing fee. EMV credit card transaction fees that exceed the 5,000 transaction per month cap included in the \$375 monthly fee are \$.087 per transaction, billed monthly. Contractor will charge a \$6.25 per month per EMV terminal for on-going maintenance support by Windcave.

PAYware Connect is a hosted payment gateway service provided by VeriFone for use in credit card and debit card (no pin) processing. VeriFone charges Contractor a per transaction

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fee to process transactions via the gateway. In consideration of the continued use of the PAYware Connect software, the Owner agrees to pay the Contractor \$.03 per credit card and debit card (no pin) transaction processed through the PARCS system not to exceed \$20,000 per year in total.

Owner understands that the system must be monitored very closely in order to minimize any potential loss of revenue as a result of unprocessed or rejected credit card and debit card transactions, and in particular the processing of transactions while the credit card system is offline or unavailable for any reason. The practice of regularly reviewing credit card processing activity is the responsibility of the Owner. It is recommended that the Owner regularly review credit card processing activity. The reconciliation of credit card revenue with bank statements, PAYware statements and Entervo reports is the responsibility of the Owner. Contractor will not indemnify, or be held liable, for any losses in revenue.

4.2 **Hourly Maintenance and Technical Support Services Rates**

Hourly Charges for maintenance or technical support service outside of Contractor's Primary Period of Operation or outside the scope of this agreement (section 2.2) are:

Field Technician Service Support

08:00am – 05:00pm	Monday to Friday	\$141.75 per hour
05:01pm – 12:00am	Monday to Friday	\$173.25 per hour
12:01am – 07:59am	Monday to Friday	\$231.00 per hour
Weekends and recognized Federal Holidays		\$231.00 per hour

Weekend Hours are from Friday 05:01pm to Monday 07:59am

Advanced Technical Service Support

08:00am – 05:00pm	Monday to Friday	\$250.00 per hour
05:01pm – 12:00am	Monday to Friday	\$375.00 per hour
12:01am – 07:59am	Monday to Friday	\$500.00 per hour
Weekends and recognized Federal Holidays		\$500.00 per hour

Weekend Hours are from Friday 05:01pm to Monday 07:59am

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4.4 The amount(s) shown above does not include State, County or City sales and use tax, nor does it include any permit fees which may be required under State, County or City Law.

5. **Termination**

The City may terminate this Agreement immediately for cause or without cause upon giving ninety (90) calendar days written notice to Contractor. Unless extended or otherwise terminated as provided in this Agreement, this Agreement will terminate on September 30, 2023 The City shall be obligated to pay only such charges or fees as might have been accrued for services provided up to the termination date or expiration of the Agreement. All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement or prior agreements, or ii) any purchase order, or iii) any other transaction with Contractor.

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Exhibit 1: Preventative Maintenance

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Exhibit 2: Service Contact List



Service Support

USA Service Request Portal

<https://servicesupport.scheidt-bachmann-usa.com/>

East Service Calls (business hours): 1-781-262-6636

Service Calls (after-hours): 1-866-959-9799

eastregionservicecenter@s-b-usa.com

East Escalations:

Sandy vanLeen

301-393-7227

vanLeen.alexander@scheidt-bachmann-usa.com

West Service Calls (business hours): 1-781-262-6631

Service Calls (after-hours): 1-866-959-9799

westregionservicecenter@s-b-usa.com

West Escalations:

Angie Peebles

916-240-1645

peebles.angela@scheidt-bachmann-usa.com



Account Management Contact List

Account Management East:	Graham Haldeman 540-408-9616 haldeman.graham@scheidt-bachmann-usa.com
Account Management East:	Tim Rowland 781-228-9561 rowland.tim@scheidt-bachmann-usa.com
Account Management Central:	Robert Johnson 860-841-0915 johnson.robert@scheidt-bachmann-usa.com
Account Management Central:	Dan Biscobing 602-332-0767 biscobing.daniel@scheidt-bachmann-usa.com
Account Management West:	Luis Mendez 949-304-8659 mendez.luis@scheidt-bachmann-usa.com
Account Management Escalations:	Derek Kiley 732-504-4176 kiley.derek@scheidt-bachmann-usa.com