

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
DATA TICKET, INC.
for
PARKING CITATION PROCESSING SERVICES
AGREEMENT NO. 70-2022MA**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and DATA TICKET, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on October 1, 2022 and shall terminate on September 30, 2027, subject to earlier termination as provided below. The District may, at its sole discretion, extend the term of this Agreement for five 1-year option terms (each additional year an "Option Term"). The District will provide notice of its exercise of any Option Term a minimum of thirty (30) days prior to the expiration of the prior term. If extended by the District, an Option Term will commence automatically on the termination date of the previous year's term, consistent with the following:

Option Term 1	October 1, 2027 – September 30, 2028
Option Term 2	October 1, 2028 – September 30, 2029
Option Term 3	October 1, 2029 – September 30, 2030
Option Term 4	October 1, 2030 – September 30, 2031
Option Term 5	October 1, 2031 – September 30, 2032

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
- a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$950,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

d. **Accounting of Parking Ticket Revenue**

- (1) Service Provider shall collect, account for, and deposit and pay over to a depository selected by District, all gross income derived from the parking citations. Such collecting, accounting, and depositing of said gross income shall be accomplished in a manner to be approved expressly in writing by the Executive Director of District and/or his/her/its designated representative , and such aforesaid collecting, accounting, and depositing activities shall be subject to change by express written direction from the Executive Director of District and/or his/her/its designated representative . District shall supply the Service Provider with deposit slips and an endorsement stamp; and Service Provider shall deposit daily all such gross income (cash and checks) in the designated depository. Service Provider shall deposit Monday through Friday all credit card revenue (net of convenience fees) in the designated depository. Should District at any time change its depository, Service Provider shall be given at least seven (7) days' express written notice of such change. District will be responsible for costs incurred due to such depository change.
- (2) Service Provider further agrees that it will maintain for District true, accurate, and complete records in a form satisfactory to District of all such gross income. Designated District staff will be able to use the Service Provider's System to view real time deposits. District shall have the right at any and all reasonable times to examine and audit said records without restriction for the purpose of determining the accuracy thereof and of the daily and monthly records of gross income derived from the Service Provider of the parking citation. All records kept by the Service Provider shall be maintained in a location satisfactory to District. No later than the fifth (5th) day following the close of each calendar month, Service Provider shall file with District a statement showing the daily gross income and total gross income for the preceding calendar month along with a duplicate deposit slip

for each daily deposit made during the preceding month. Said statement shall be signed by the Service Provider, or its responsible agent, under penalty of perjury.

e. **Additional Services; Task Authorizations.**

- (1) Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, attached hereto and incorporated herein, for said services.
- (2) An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.
- (3) A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.
- (4) Service Provider shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS.**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and

such records shall be kept for at least three (3) years after the termination of this Agreement.

- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS.**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this

Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE.**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS.**
- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS.**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
 - (2) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

- (a) At the end of the Agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, “tail” coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (3) Cyber Liability Insurance: Service Provider shall at all times during the term of this Agreement maintain, at its expense, Cyber Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
- (4) Fidelity Bond: Service Provider during the term of this Agreement shall name San Diego Unified Port District as “Loss Payee” under Service Provider’s Fidelity Bond.
- (5) Performance Bond: Service Provider shall at all times during the term of this Agreement maintain, at its expense, a Performance Bond naming Data Ticket as the Principal and the San Diego Unified Port District as Obligee to ensure protection of public funds as required by Government Code Section 53651 in the event the Principal fails to faithfully perform under the terms of this Agreement. The penal amount of the Performance Bond shall be \$10,000.00. This amount is 110% of the estimated funds collected by Service Provider and not yet paid to the District (Unpaid Funds). If the amount of Unpaid Funds

becomes greater than \$10,000.00, the Performance Bond requirement shall be immediately Increased by the Service Provider to the greater amount.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District

shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own

judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that

event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION.**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses,

miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE).**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.
 - (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
 - (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

- (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE).**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section

7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EQUAL OPPORTUNITY EMPLOYMENT.** Service Provider represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Service Provider will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity, and inclusion, which shall include a commitment and brief description of its plan to

implement good faith efforts to recruit subconsultants and employees in a non-discriminatory manner. If Service Provider fails to provide such written statement as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination. Service Provider shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as Exhibit C, or updated form provided by District. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report and/or Exhibit C, as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination.

24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:

Ken Wallis, Director, Guest Experiences
Guest Experiences
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-6361
Email: kwallis@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

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Brook Westcott, Chief Operating Officer
Data Ticket, Inc.
2603 Main St., Suite 300
Irvine, CA 92614
Tel. 949-428-7240
Email: BWestcott@DataTicket.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

DATA TICKET, INC.

Ken Wallis
Director, Guest Experiences

Brook Westcott

Brook Westcott
Chief Operating Officer

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Service Provider shall provide Parking Citation Processing Services, including a parking citation processing management system (System) and custom interface payment website, parking enforcement handheld equipment (Equipment), Equipment software, manual citation booklets, and all related customer services. Services provided by the Service Provider shall include, but not be limited to:

A. Citation Processing

Receiving and processing parking citations issued by the District both handwritten and electronic citations (citations issued previous to Agreement commencement date may be processed by previous Service Provider). The District may request for previous citations to be handled by the new Service Provider, therefore the Service Provider shall provide an implementation and conversion plan associated with parking citations. Service Provider shall at no additional cost, provide the conversion of all of the District's data from the previous Service Provider to the new Service Provider. Previous Service Provider shall be required to provide a sample conversion file and a final conversion file to the new Service Provider. The District shall be responsible for submitting citations to the Service Provider daily or weekly via electronic communication or hard copy (to avoid duplication, the District shall select one method of submitting citations). Service Provider to accept, data enter and update all handwritten citations and make available in the System within 24 hours of receipt, Monday through Friday from 8 am – 5 pm, Pacific Standard Time. Service Provider shall accept the District's electronically issued citations via a wireless connection.

B. Citation Processing Management System (System) and Client & Public-Facing Website

Client-Facing Website

Access by District staff to the website shall be via a unique username and encrypted password, which shall be provided by the Service Provider in the implementation phase. Service Provider's website shall be configured to allow for each staff member to have different levels of security and access. Throughout the life of the Agreement, the District shall have the opportunity to define the user access levels for each staff member with access to the website. District staff shall be able to search the System and view all citation information and current status, all associated photographs, DMV hold information, delinquent notice history, adjudication history, payment information, penalty history, registered owner information, customer service representative phone notes, and vehicle

registration history. Easy search criteria shall be established (Citation number, notice number, vehicle license plate number, state, name or VIN). All information that is displayed to District staff shall be in real-time and certain fields shall be hyperlinked (person, plate, responsible party history, vehicle history, payment plan, noticed history, and all regular notices and adjudication letters sent) for easy access to more detailed information. District staff shall be able to view a complete audit trail for every citation within the website.

Public-Facing Website

Payment processing services are provided by the Service Provider for the District. Service Provider shall create and maintain a website for public inquiry and payment. This website must be 100% web-based, customized and branded for the District. PCI compliance and real-time payment authorization must be displayed on the website. The website shall be setup to allow for at a minimum six (6) different search options and the entire website's language to switch to one of over 100 languages for public citation inquiry, payment and appeals. The website shall have 99.99% uptime and any downtime must be planned and authorized by the District, preferably between the hours of 1am and 2am Pacific Standard Time. Service Provider shall communicate with the District regarding status of payment updates on a monthly basis. The District retains the right to change the payment processing procedure. Changes to the payment processing procedure shall be agreed upon in advance and in writing between the District and Service Provider. All new website content or updates shall be submitted in written form by the District to the Service Provider for approval. Upon receipt of any written new web content update requests from the District, Service Provider to implement the District's requested changes as soon as reasonably possible, or else respond to the District with any questions or concerns. Service Provider is responsible for the following forms of payment:

1. **Online payments (Credit/Debit Card)** – This shall be set-up and maintained by the Service Provider on a secure website to ensure correct payment and due date, at no additional cost to the District. Data is comprised of citation and individual information and includes total amount due (which may include a customer convenience fee) before final authorization is complete. Website shall accept all major credit cards for payment (Discover, MasterCard, Visa or American Express). Service Provider to be PCI-DSS (Payment Application Data Security Standards) certified to meet payment card security requirements and standards. Service Provider to provide written annual confirmation of PCI DSS compliance and shall immediately notify the District if it undergoes, or has reason to believe that it shall undergo, an adverse change resulting in the loss of compliance with PCI DSS standards and/or other related material payment card industry standards. The services include:

- a. Provide the ability to make payments, contest citations, and provide any governing rules that are applicable.
 - b. Service Provider shall be the Merchant of Record and shall make daily deposits of all revenue (net of customer convenience fee) to the District's banking facility, Wells Fargo Bank. Deposits slips for the District's bank shall be provided by the District. All merchant fees, including credit card transaction fees shall be responsibility of the Service Provider (there shall be no credit card or online transaction fees charged to the District). A separate customer convenience fee, if any shall be charged only to the public and Service Provider to indicate the convenience fee cost within Compensation & Invoicing – Attachment B.
 - c. Internet security and website fees shall be the Service Provider's responsibility. Service Provider shall display a real-time authorization link (example: Authorize.Net) as well as a link providing proof of PCI Compliance (example: Trustwave link) directly on the website.
2. **Mailed Payments** – Service Provider shall set-up and provide a PO Box address for payments. With the volume of mail received, Service Provider must provide a detailed explanation of proposed levels of control, audit and redundancy to ensure the accurate and timely receipt, processing, and update of mail-in payments. Services must include:
- a. Mail (individual non-electronic payments) shall be picked up from a local Post Office daily and normally processed within 24 hours at the Service Provider's secured place of business by a bonded and insured courier or employee each business day along with the required documentation to support pick-up and drop-off at Post Office. All mail must be sorted and batched by postmarked date.
 - b. Complete procedures for batch counts that are verified to ensure an accurate starting record for control throughout processing. The batching process shall include the counting of physical payments received as well as the 10-key summation of each batch.
 - c. Service Provider to accept payments (Check or Money Order – no cash accepted), correspondence, adjudication requests and any other items that require special handling. This includes, but is not limited to:
 - 1) Any correspondence that is included with payment. Service Provider shall be responsible for the receipt, tracking and processing of all inbound correspondence via US mail.

- 2) Payments received without accompanying source documents, such as citation or delinquent notice.
 - 3) Legal written amount differs from numeric amount.
 - d. Copying the payment document and establishing a completely reliable audit trail for the processing procedures, endorsing and encoding the payment documents with the unique control number of each citation paid, date of processing and batch numbers, and daily reconciling by the Service Provider.
 - e. Preparing funds in accordance with all required District policies and procedures for transfer to the District's designated financial institution, Wells Fargo Bank. District required records shall be prepared and retained for every deposit.
 - f. Updating payment data to the System and depositing the payments to the District's designated financial institution within twenty-four (24) hours of collection from the Post Office.
 - g. Service Provider shall be held completely and solely responsible for ensuring the integrity and security of District revenue throughout the entire processing procedure. Any shortages or losses shall be the exclusive responsibility of the Service Provider and must be fully reimbursed to the District.
3. **Phone Payments** - Service Provider shall set-up and provide a toll-free (1-800) number that has an Integrated Voice Response (IVR) System available 24 hours/day, 7 days/week in at a minimum English and Spanish language, which shall accept payments using all major credit cards and debit cards and provide information via pre-recorded message. The IVR shall be customizable to meet the exact needs of the District. All Service Provider representative answered calls must be digitally recorded and made available to the District upon request. The IVR System must provide the following:
- a. Customers with general citation information by citation number including, but not limited to status of citation, amount due, and due date.
 - b. Provide open citations by license plate.
 - c. Enable customer that are familiar with the call flow to enter their menu selections and entries without having to listen to all the promptings.
 - d. Payments are processed in real-time and the customer is provided with a confirmation number that matches the authorization number.

- e. Customers that require further assistance must be given the option to reach and speak with a live representative during business hours and the ability to leave a message after hours to request a call back.
4. **Indigent Payment Plan** – Service Provider shall oversee and administer the Indigent Payment Plan following rules and regulations pertaining to California Vehicle Code Section (CVC) 40220. District shall complete initial review and approve the indigent determination. Service Provider to place the indigent hold, administer the plan, and charge the approved \$5 processing fee (processing fee is retained by Service Provider). All fees associated with the plan shall be listed within the Compensation & Invoicing – Attachment B.

C . Call Center & Client Service Support

1. Service Provider shall have a fully staffed bi-lingual customer service department available Monday thru Friday from 8am to 5pm Pacific Standard Time to answer all calls and to return calls related to citation payment, inquiries, payment plans, and appeals. Service Provider shall provide staffing that is adequate to meet all service and performance required under the Agreement. The Service Provider's staffing shall be sufficient to provide customer service that meets District's standards. All calls answered and handled by Service Provider's staffing shall be digitally recorded and made available to the District upon request. Staffing based on the approved plan shall be maintained throughout the Agreement period, including peak periods.
2. The District shall have the right to approve any personnel assigned to work under this Agreement. In addition, at the request of the District, if the District is not satisfied in any manner with the performance of an employee who is determined by the District representative to be incompetent, disorderly, intemperate, or otherwise objectionable for any reason, that employee shall be immediately removed from performing under this Agreement and replaced with a qualified and satisfactory replacement by the next business day.
3. Trained call center/customer service personnel shall:
 - a. Act in a courteous and professional manner while performing work under this Agreement.
 - b. Have the ability to communicate effectively and politely with persons from various backgrounds and cultures.
 - c. Provide public customer support services available by a toll-free phone number, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Pacific Time Zone. Live operator support shall be available to support

customers when needed during these business hours. Customer support line shall include after hour information and messaging services.

- d. Provide bilingual support services during operating hours (Service Provider shall identify all supported languages available to customers, District prefers, at a minimum, English and Spanish).

D. Fine schedule

1. The District shall provide to the Service Provider their existing fee schedule such as: late fees, penalties, and due dates. The District shall keep the Service Provider updated on any changes to their fee schedule. All fee schedule changes shall require signature approval by both parties before implementation.
2. Fees established by the District for bank returned checks and additional follow-up shall be included to the citation/account as directed by the District.

E. Banking & Merchant of Record

1. Service Provider shall be set-up as Merchant of Record and shall be responsible for all credit card processing fees. District shall control the bank account and all gross income derived from parking citations, which shall include credit card, check, or money order payments, shall be processed and deposited daily by Service Provider to the District's banking facility – Wells Fargo Bank. District shall provide Service Provider with the necessary deposit slips for daily deposits.
2. District shall pay Service Provider a fixed monthly flat rate Accounting Fee of \$100.00 to process the following on behalf of the District:
 - a. Processing and payment of accounting surcharge fees paid to County and State. Service Provider to provide the District with a Citation Tax Revenue Report, which is required to be submitted to the County/State and to use for reconciliation purposes along with their monthly payment. This shall be provided to the District online for the term of the Agreement. Service Provider shall invoice the District separately for reimbursement of these funds paid on the District behalf.
 - b. Processing and issuing refunds on behalf of the District for such cases as overturned citations and erroneous payments. Service Provider shall set-up an escrow account for the District with an initial deposit amount of \$4,000. This account shall be replenished by the District at

a frequency agreed upon by the District and Service Provider. For replenishment of funds, Service Provider to provide the District a list of all paid refunds to date.

F. Delinquent Account Notices and Revenue

1. Service Provider shall generate and mail notices for citations that have been referred to the Service Provider by the District following the guidelines set forth in California Vehicle Code (CVC) 40207. Notices are sent from the Service Provider to the Registered Owner (RO) of the cited vehicle. RO information is gathered from current DMV records. The notice shall include all information included in the citation and consequences for nonpayment, and/or additional information required by the code section. The notice of violation includes a remittance return portion of payment. Additional letters may be generated if required by the District.

G. Monthly Reporting

1. Service Provider's client-facing website/System shall provide the District the ability to run, print, and save real-time reports. Service Provider to provide a list of available reports with descriptions. All reports shall be available to export to Excel, in a PDF format, or any other method mutually agreed upon by both parties. The reports shall include (if applicable), but is not limited to the following: (Additional requirements to be submitted to the Service Provider in writing)
 - a. Monthly Billing Support
 - b. Officer Summary Report
 - c. Officer Summary Y-T-D Monthly Recap
 - d. Void/Dismissal Report by Operator
 - e. Habitual Offender Hot Sheet Report and Detail
 - f. DMV Monthly Reports
 - g. Out of State Revenue Detail Report
 - h. Revenue Collection Detail Report
 - i. Revenue Distribution Surcharge Report
 - j. Contested Citations Pending and Outcome
 - k. FTB or Special Collections Report
 - l. Bail Schedule Report
 - m. Refund Request Report
 - n. Outstanding Collections Report
 - o. Scofflaw Report
 - p. Indigent Payment Plan Report

q. County/State Fees Report

H. Handheld/Citation equipment

The District currently owns (12) Samsung Galaxy S8 handheld/cellphones along with (12) TSC Alpha 3" Printers as a two-part solution (Equipment), which are used by our Harbor Police - Community Service Officers and Sworn Officers.

1. **Lease to Own New Equipment (36 Months)** – Equipment to be leased and provided by Service Provider as listed in the Fee Schedule – Attachment A. Cost shall include software installation, license fee, hardware/software support, as-needed updates and upgrades and any other material designated for the use of the equipment. All equipment provided shall be new and unused, and include full manufacturer's warranty. Service Provider to lease to the District (12) Samsung Galaxy A52 with (12) 3" TSC Printers. Service Provider shall be responsible for all maintenance of equipment and software, service and warranty support for all equipment and software for the term of the Agreement. Service Provider shall repair and replace leased equipment with the same as needed throughout the term of the 36-month equipment lease. Service Provider shall provide on-going technical support and problem solving as needed throughout the term of the Agreement for both the equipment and software. Service Provider to also provide cost for ticket stock – polythermal paper for the TSC 3' Printers. All costs are listed and detailed within Compensation & Invoicing – Attachment B.
2. **On-going Software Maintenance and Support (after 36 Months)** – Service Provider to continue to provide software support, maintenance, and as-needed updates and upgrades once the equipment is owned by the District. Costs are listed and detailed within Compensation & Invoicing - Attachment B.
3. **Availability of Service Provider's Software** – Software shall be available to download to Sworn Officers District issued phones for use. All costs are listed and detailed within Compensation & Invoicing – Attachment B. Cost s include software installation, software maintenance and software support.

I. System/Equipment Support

1. Service Provider to provide system/software/equipment support and troubleshooting during District business hours (6:00 a.m. to 6:00 p.m., Monday through Friday) and provide emergency support for after hours and holidays. Service Provider shall respond within one (1) working day of a reported

- equipment or software failure by providing the on-site technical support at the District's premises if the fault lies at a District site.
2. Include all updates to System;
 3. Provide ongoing support training to the District using real-time remote support capability with existing internet browser applications;
 4. Provide training program to District staff, including update training as needed; and
 5. Provide user manuals which include step-by-step instructions.
 6. Service Provider shall provide the following to the District:
 - a. Access to the citation data is available by citation number, vehicle license number, name, or VIN number, driver's license number or ID number (whichever is applicable)
 - b. All citation information
 - c. Current status of the citation
 - d. Delinquent notice information, due date, mailing date
 - e. Administrative review, hearing court appeals, and disposition information
 - f. Payment information, including all dates, amounts and payment codes
 - g. Registered owner information and electronic facsimile of the original citation.
 7. Service Provider shall confirm that updates to the System may not be performed or disrupt any operations during District business hours (6 a.m. to 6 p.m. Monday thru Friday).
 8. Service Provider shall provide an online user's manual, which includes systematic instructions for accessing computer database information, and a list and description of any codes used in screens accessed by the District.
 9. Service Provider shall provide initial orientation and ongoing training on the use of software, database and equipment (include a summary of the training program).
 10. Service Provider shall take every precaution to ensure that the System, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster does disrupt the System, the Service Provider shall have a detailed, District approved Disaster Recovery Plan (Plan) in place within ninety (90) days of award of Agreement. The plan shall be tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with District performance standards. Service Provider shall describe backup procedures for System failures and outline the Plan.
 11. Service Provider shall respond within one (1) working day of a reported equipment or software failure by providing the on-site technical support at the District's premises if the fault lies at a District site.

12. Service Provider shall be responsible for providing a System made up of many different components, providing technical support for solution and future development, providing security for both physical facilities and District data, and ensuring that the proposed solution is protected through periodic maintenance and able to recover from major disruptions.

J. General Requirements

1. Applicable Federal, State and Local Law

All functions must be performed in accordance with all applicable federal, state and local laws. The selected Service Provider shall track and inform the District of all additions, changes, and deletions to existing laws affecting parking issues. Service Provider shall make the necessary adjustments in the System (hardware and software) to incorporate and modify all additions, changes and deletions to the existing parking regulations and statutes.

2. Ownership of Software

The District acknowledges that the software provided by the Service Provider and software programs provided by the Service Provider and used by the District have been developed by the Service Provider. The software provided is the proprietary and intellectual property of the Service Provider. The District agrees that all rights to any intellectual property is confidential information and shall remain the exclusive of the Service Provider.

All data collected on behalf of the District is the property of the District. None of the data shall be used for any other purpose. Upon termination or, expiry of any contractual Agreement, the Service Provider shall retain the District's data for a minimum of (90) days and shall transfer District data in its possession to the District at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the District but, at a minimum, data records shall be provided with binary images in TIFF, JPG, or PDF format.

3. Scheduled Downtime, Application Maintenance and Updates

Downtimes require two (2) weeks written notification and approval from designated District staff. Scheduled downtime does not count against System availability. Maintenance of the System and self-service options must occur on Sundays or at a designated down period when usage is at a minimum. Service Provider shall indicate requirements for a scheduled maintenance window. Service Provider shall provide a test environment for quality assurance and control testing. System/programming changes and

maintenance must be conducted and tested in the test environment prior to deployment to the production environment. The test environment must be accessible to selected District staff. Service Provider shall make available to the District at no additional cost, all updates to the System as they are released so long as the District is currently under the Service Provider's Agreement.

4. Collections and Federal Tax Board (FTB) Collections

If authorized by the District, Service Provider shall pursue individuals with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). Service Provider collections criteria includes: Not paid, not suspended, and in an open status. Service Provider shall mail out a delinquent letter of warning. If the citation remains unpaid Service Provider shall use one or several collections efforts including, but not limited to: Special Collections and/or FTB Collections and/or DMV holds.

5. PCI Certification

Service Provider shall be certified to meet payment card security requirements for Visa, MasterCard, American Express and Discover, including, but not limited to PCI DSS (Payment Card Industry Data Security Standards), PA DSS (Payment Application Data Security Standards) and PABP (Payment Application Best Practices) requirements and other requirements as they are adopted by Visa, MasterCard, American Express and Discover. Service Provider shall provide written annual confirmation of PCI DSS compliance from the credit card types used by District (Visa, MasterCard, American Express and Discover). Service Provider shall immediately notify the District if it undergoes, or has reason to believe that it shall undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standard.

The real-time bank card authorization process shall be PCI Level 1 compliant and hardware/software must be PA-DSS validated at time of proposal submission. Service Provider shall provide evidence of Payment Card Industry-Data Security Standard (PCI-DSS) compliance at time of proposal submission. PCI compliance and real-time payment authorization must be displayed on the public-facing website

6. Security

Security includes the protection of physical items such as records, files, communications networks, cash, checks and citations. Security shall also

include guarding non-physical items such as the confidentiality of data, prevention of System abuse, and limiting access to only personnel with proper authorization.

Service Provider shall fully cooperate with regular audits by District staff and implement internal audits that shall be performed to review control policies and procedures, both physical and non-physical security, and provide any sample testing that shall be provided to ensure security. The results of internal audits performed by the Service Provider shall be reported quarterly to the District.

Service Provider shall describe the physical and non-physical security measures that shall be managed by the Service Provider upon implementation of the solution.

7. System Control

Service Provider's System, shall identify and respond to requests for remedial maintenance, reports of System anomalies, and reports of user problems and System questions, including tools available to Service Provider's staff, software to be utilized, etc. The Service Provider's System shall be supported by staff of experienced, well trained technicians.

At a minimum, the contracted Service Provider shall:

- a. Monitor its System for outages;
- b. Monitor and evaluate performance;
- c. Distribute daily problem status reports;
- d. Track to resolution, all reported incidents; and,
- e. Track and report on System availability.

Problem resolution procedures should include a comprehensive review process of management reports highlighting any special problem areas or trends and should be available for the District. At a minimum, the reports include, but are not limited to:

- a. Problem status by site;
- b. Response time statistics;
- c. Monthly availability statistics; and
- d. Statistics on the time required to make repairs.

8. Implementation

Service Provider shall submit an implementation plan that includes the following:

- a. A comprehensive description of the operational and staffing plan for the transfer of the citation files from the previous Service Provider.
- b. A demonstration of the Service Provider's understanding of components to be considered in the transfer process.
- c. A demonstration of the Service Provider's capability of performing in good faith the transfer from the previous Service Provider.
- d. A plan for the disposition of citations issued by the current Service Provider.
- e. An integration plan to receive/send permit/citation data (as applicable)
- f. A comprehensive list of items or support that the Service Provider requires from the District in order to facilitate carrying out the implementation plan.
- g. A timetable for assuming citation management operations and collection support.

9. Training

Service Provider shall train its staff in the use of its System, customer service performance standards set by the District, District policies and procedures, and in State law and local ordinances affecting parking enforcement and processing. The training shall be required for the Service Provider's staff.

Upon request, the Service Provider shall provide District staff with training in the operation and maintenance of the Service Provider's System, including such topics as software functions, hardware use, and any System procedures that are unique to a particular job function. Service Provider shall also provide annual refresher training and new hire training for District staff. The refresher course should include training on new integrations, new features and new functionalities.

Service Provider shall develop and implement a detailed training plan for District staff for the operation of all System modules and processing functions. The plan might encompass a combination of virtual, on-demand, in-person classroom, small group, and hands-on training in the use of computer hardware and software and all related citation processing policies and procedures.

Service Provider shall provide detailed System manuals and procedures manuals to District staff. Service Provider shall routinely update the manuals as policies or programs are changed.

There shall be no cost to the District for any of the listed training for the duration of this Agreement.

10. Manuals, Documentation & Forms

The Service Provider shall provide up-to-date, detailed documentation relating to all operational aspects of using its System. In addition, the Service Provider shall provide any forms required to use its System. This should include, but not be limited to:

- a. Detailed user manuals explaining each component of the Service Provider's System;
- b. Functional manuals, tailored to each processing unit, to explain the Service Provider's System as it relates to the job responsibilities of the particular user; and
- c. Forms and the various documents which shall be completed by the public in order to conduct routine matters involving the processing and adjudication of parking citations.

11. Document Storage and Retrieval

Service Provider shall store all documents relating to operations for District for a minimum of five (5) years. Stored documents must be capable of being retrieved to substantiate financial adjustments to make citation corrections to resolve complaints and as evidence during adjudication. Service Provider shall notify the District as soon as reasonably possible of any discrepancies.

12. Records Destruction

Service Provider to perform destruction of records with District approval in compliance with the District's policies. Data shall be removed and/or archived from the System daily. Data archived from the System shall be retained by Service Provider in an archived database and is retained for a period of five (5) years unless returned to the District before that time. The District has the option to request such data. Data retained by Service Provider shall be done so in the format of the Service Provider's choice, unless otherwise agreed upon in writing by both parties.

The Service Provider shall notify the District quarterly (by January 20th, April 20th, July 20th, and October 20th) of the documents that have been maintained for five (5) years and are ready for destruction. The District shall provide written authorization for the Service Provider to destroy the documents.

Service Provider shall describe a plan for the destruction of records that is consistent with the District's Records Retention Policy.

13. Inspection of Records

The Service Provider's records, which include, but are not limited to, accounting records (hard copy as well as computer data); written policies and procedures; organization charts; internal audit reports; all correspondence, reports, and invoices; daily reports; and any other documents relating to the performance of this Agreement shall be open to inspection and subject to audit and/or reproduction by the District auditors, the District Attorney or any authorized representatives of the District as necessary to adequately permit evaluation and verification of Service Provider compliance with the Agreement provisions.

The Service Provider shall cooperate fully in furnishing or in making available to the District, whenever requested and in an expeditious manner, any records, information, materials, and data relating to determining Service Provider's compliance with the Agreement.

14. Public Records

The District complies with the California Public Records Act (CPRA) and therefore all data in the System must be clearly identified as public, personal or confidential (such as data and information provided by the DMV).

15. Return and Ownership of Citation Data

All electronic and handwritten citations, reports, electronic media, and other relevant documents, shall be the property of the District shall be returned to the District upon either the completion of this Agreement or the termination of this Agreement within fifteen (15) days. This including copies and reproductions assembled or prepared by Service Provider's employees, agents, and/or officers, in connection with this Agreement. Citation data returned to District by the Service Provider shall be done so in the format of Service Provider's choice, unless otherwise agreed upon in writing by both parties.

16. Auditing

The Service Provider shall perform on a monthly basis, random sampling of correspondence and suspend transactions for review against System processing and hard copy documentation. Special attention is required for suspends that result in the permanent cancellation of a citation.

Data entered to the System database shall be checked against the information entered on the original citations or permit records.

The Service Provider shall develop a procedure approved by the Department for random monitoring of phone calls to check the information and instructions given out by the Service Provider's staff for accuracy.

All transactions entered in the Service Provider's System shall have an audit trail, which at a minimum shows the date and time of the transaction, the name or identification of the person who entered the transaction, and the appropriate processing codes. This information shall be accessible in an on-line real-time mode.

Upon two week written prior notice, all records shall be available for inspection or audit by the District at Service Provider's location during regular business hours.

17. System Control & Security

The Service Provider's System shall have security features that are designed to maintain the security of all information contained in the System database and maintain the confidentiality of information. All System users shall be assigned a unique identity and password. As an additional security measure, a password change shall be required every thirty (30) days.

Based on an individual's password, the Service Provider's System provide functional security by restricting certain functions such as permitting access to inquiry only and allow data update capability on an as-needed basis.

18. Subcontractors

The majority of the work as required herein and at the time the work is requested must be done by the awarded Service Provider.

The work may not be subcontracted or sublet to another Service Provider unless the Service Provider has been listed on the Subcontractor List or a substitution of that contractor has been approved by District in advance of any scheduled or actual work.

19. Non-Performance

If District staff determines that there are deficiencies in the performance of any part of this Agreement, the Service Provider shall be notified, both verbally and in writing, each time service requirements are unsatisfactory and corrective action is necessary.

Upon notification of service failure, the Service Provider shall complete corrective action within the time frame specified in the notification.

Should the Service Provider fail to complete corrective action within the specified time frame, the District may exercise the following measures:

- Deduct from the Service Provider's payment, daily liquidated damages until deficiency is corrected;
- Withhold the entire or partial payment;
- Utilize District staff, or an alternate source, to correct the deficiency and deduct from the Service Provider's payment the total cost, including District overhead.

K. System Interface Requirements

1. Maintaining real-time online communication with the California Department of Motor Vehicles (DMV). This communication is required as part of this agreement to request registered owner information. The System shall interface with the California Department of Motor Vehicles (CA DMV) to provide Registered Owner (RO) information and to place holds (liens) on the vehicle registration. This capability must include the continuous placing and releasing of vehicle registration holds with the CA DMV and other states' registries, if allowed by other states. The System shall allow to obtain registered owner information for out-of-state plates using the National Law Enforcement Telecommunications System (NLETS). The System shall accommodate DMV provided data including, but not limited to:

- RO Name
- RO Address
- RO City

- RO State
- RO Zip Code
- RO Request Status
- RO Request Date
- Response Text
- Response Date
- Hold Status
- Hold Date
- Plate
- VIN
- Vehicle Make

The System shall automatically validate plate number by matching DMV provided vehicle make with officer provided vehicle make. The System shall have an integrated CA DMV look up/inquiry feature as well as CA DMV update feature. Service Provider shall include detailed description of CA DMV look up capabilities and limitations.

The CA DMV allows local jurisdictions to add the fine amount of unresolved parking citations to the bill for annual vehicle registration renewal. This is called placing a “hold” on vehicle registration and is an effective means of securing payment of delinquent parking citations. The System shall provide a real-time interface with DMV to place these “holds” for unpaid parking citations, to “release” the holds within twenty-four (24) hours when a citation is resolved or a hearing is scheduled, and, if permitted by DMV, to reactivate a registration hold when appropriate as determined by the District. The System shall automatically provide next day confirmation that a registration hold or release was successful. The information required by DMV shall be automatically forwarded for registration hold processing and receipt by DMV acknowledged. Service Provider shall also have the ability to return registered owner’s information from the DMVs in every other state in the USA. It is highly desired the System have the means to process citations on vehicles with registered owners with out of country (particularly Mexico and Canada) addresses.

2. The System shall have the ability to lookup registered owner information and place holds and releases manually. Manual holds or releases requested by the District should be processed the same business day the request is received.
3. The System shall be able to receive parking citation data from a variety of electronic ticketing devices as well as via data entry of handwritten citations. The minimum required fields for each citation issued are:

- Issuing Agency
- Citation Number
- Issue Date
- License Plate
- State
- Expiration
- VIN
- Vehicle Make
- Vehicle Model/Style
- Color
- Violation Code
- Violation Description
- Officer Name
- Officer ID
- Meter Number
- Mark Time
- Location
- Fine Amount
- State Surcharge Amount
- Total Amount (sum of Fine Amount and State Surcharge Amount)
- Officer Remarks
- Private Officer Remarks

Citations issued on an electronic ticketing device must transmit via wireless connection in real-time to the System regardless of handheld type or issuance software. System shall be capable of accepting citation data for handwritten tickets by batch or single entry. Handwritten citations that contain an error must be recorded in the System as incomplete and therefore suspended.

The System shall accommodate officer voids as distinguished from processing agency waivers and dismissals. Officer voids must be limited to point of issuance only. Duplicate citation numbers must be automatically identified and included in a report reviewed by the District. All citation data regardless of age, cannot be deleted or archived without written authorization from the District.

The System shall permit District staff generated adjustment transactions, waived amounts, voided citations, dismissed citations, late fee “roll back”, returned checks and refunds. The adjustments may include reversing an entire payment, modifying a payment amount, and adjusting the amount due to closing a citation and reopening a citation.

The System shall accommodate three levels of parking citation appeals. (1) Administrative Review, (2) Administrative Hearing, and (3) Superior Court. District staff shall be able to place the citation in a “suspend” status pending adjudication. “Suspend” status must stop the normal due date process until the “suspend” status is removed.

The System shall record the appealing parties name, address and email address as well as record each step along the appeal process including, but not limited to:

- Administrative Review Request Date
- Administrative Review Decision Date
- Administrative Review Decision
- Administrative Review Notes
- Administrative Hearing Request Date
- Administrative Hearing Outcome Date
- Administrative Hearing Outcome Decision
- Administrative Hearing Notes
- Superior Court Decision Date
- Superior Court Outcome
- Superior Court Notes

Once a decision is made at each of the three (3) levels, the System must automatically “unsuspend” the citation. If a citation is dismissed or reduced after it has been paid, the System shall flag the citation for a refund if applicable.

The public must be able to request an Administrative Review and an Administrative Hearing online. The District shall have a location set-up for the public to submit appeals in person Monday through Thursday from 8:00 a.m. to 5:00 p.m. at the following address: **San Diego Harbor Police 3380 N. Harbor Drive, San Diego, CA 92101.**

Performing and processing of all 1st level administrative reviews shall not be out-sourced. The District and its designated staff shall conduct all 1st level administrative reviews. Service Provider shall be responsible for conducting all 2nd level administrative hearings and coordinating all 3rd level hearings (Court) on behalf of the District.

4. The System shall be able to initiate the process to mail District designated parking citation notices in accordance with District provided timeline and business rules. The System shall be able to accommodate a District

established series of notices, which is fully automated based on District provided business rules and timelines, including, but not limited to:

- 1st Notice (late1)
- 2nd Notice (late 2)
- Appeal Request Received/Accepted
- Appeal Request Denied – Late
- Appeal Decision Liable/Not Liable
- Hearing Request Received/Accepted
- Hearing Request Denied – Late
- Hearing Decision Liable/Not Liable
- Partial Payment Received/Balance Due

Service Provider shall include a description of how they shall print and mail these notices. The System must record the notice type, mailing date and mailing address of each notice.

The System shall allow the District to manually generate, print and mail notices when necessary. If a notice was already systematically generated and mailed, the District requires the ability to re-print that notice in-house and have it be an exact copy of what was already generated. This action must not cause any change in citation timeline and due date.

Notices shall be printed and mailed in order to maintain customer confidentiality regarding the content of the notice, these shall be mailed First Class via the United States Postal Service within 24 hours to any U.S. address and preferably also to addresses out of the country, especially Mexico and Canada.

Service Provider shall provide a secure portal that allows the District to review and approve daily notices. Notices must be available for reprint from the secure site and must be retained for a least a period of three (3) years.

L. Third-Party Integration

Service Provider's system shall be able to integrate with the District's current providers (IPS, Group, Inc., Cale America, Inc. dba Flowbird, Passport Labs, Inc., and Motorola Solutions, Inc. formerly Vigilant Solutions) at no additional cost to the District. Transactional data used for enforcement shall be transmitted and integrated in real time from the Equipment to all of the District's sub-systems

including, but not limited to LPR, using industry standard secure communication methods and protocols.

M. Audited Financials

Service Provider shall provide yearly audited financials upon request through the term of the Agreement.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION.

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be on a Fixed Fee and/or Time and Materials basis.

(a) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(b) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Services shall be invoiced in accordance with the following **Fee Schedule**:

CORE PRICING PARKING CITATIONS		
Description	Unit (per/each)	Fee
Cost per Citation (manual citation, includes data entry)	Per manual citation keyed	\$0.45
Cost per Citation (electronic)	Per electronic citation issued	\$0.40
Delinquent Notices	Per delinquent notice sent	\$0.72
Postage – First Class Rates (for all correspondence mailed)	Included in each notice fee	Included
Out of State Collections	Per amount collected	23%

CORE PRICING PARKING CITATIONS		
Description	Unit (per/each)	Fee
Payment processing	-	Included
Other Correspondence Letter	Per letter sent	\$0.80
Credit Card Convenience Fee (Per transaction, charged to the public)	Per transaction	\$3.50
1 st Level Hearing Hold Payment (Includes cost of scanning associated documents)	Per 1 st Level Hold	\$0.50
2 nd Level Hearing Scheduling (Includes cost of scanning associated documents)	Per 2 nd Level Hold	\$0.50
2 nd Level Hearing Officer costs, per hour	Per Hearing	\$45.00
DMV Hold Placements	Per placement	Included
Conversion Cost	Conversion	Included
Online Contesting	Per appeal	\$0.50
Payment Plan Admin Fee (Per transaction, charged to the public)	Per payment plan	\$15.00
Indigent Hold Payment (Includes cost of scanning associated documents) The District shall review and make indigent determination.	Per payment plan	\$2.50
Indigent Review Determination Fee (Cost of indigent hold payment included)	Per payment plan	\$5.00
Refunds fee - per refund check issued (Service provider shall process on behalf of the District)	Per refund issued	\$3.00

COLLECTIONS		
Description	Unit (per/each)	Fee
Preliminary Collections (citations 90 days past due date, but not over 13 months). Criteria can be changed per District request.	Per amount collected	23%
FTB Collections	Per amount collected	15%
FTB Pre Intercept Notice (letter)	Per letter	\$0.00
Social Security Number search for FTB processing	Per SSN	\$2.25
Advanced Collections	Per amount collected	30%
Accounting Fee (per month fixed fee)	Per month	\$100.00

EQUIPMENT HARDWARE/SOFTWARE		
Description	Unit (per/each)	Fee
Upgrade of current Equipment (12 – Samsung Galaxy S8 cellphones, with and without printers) (Cost to include software installation, license fee, support, maintenance and any future as-needed updates and upgrades).	Per unit w/ printer	\$1,300.00
	Per unit w/out printer	\$950.00
	Annual SW License Fee per unit per year	\$150.00
	Monthly maintenance per unit per month	\$25.00
Software installation, software support, maintenance, and as-needed updates and upgrades (District owned Equipment)	Per unit per month	\$15.00
Software installation, software support, and maintenance (District owned Sworn Officer Cellphones)	Per unit per month	\$15.00
Leasing of new Equipment, which should include the handheld issuance citation device and similar portable printer (up to 12 units) (Cost shall include polythermal paper, software installation, license fee, hardware/ software support, as-needed updates and upgrades and any other material designated for the use of the Equipment)	Per unit per month inclusive of printer for 36 months. This fee is exclusive of paper cost	\$65.00

TICKET STOCK & MANUAL CITATION BOOKLETS		
Description	Unit (per/each)	Fee
Ticket Stock – Polythermal Paper	250 Rolls	\$2,500.00
Ticket Stock – Polythermal Paper	500 Rolls	\$4,000.00
Manual Citation Booklets (Duplicate Form)	5,000 citations (100 booklets with 50 citations per booklet)	\$1,650.00

THIRD PARTY INTEGRATIONS		
Description	Unit (per/each)	Fee
Integration fees, if applicable	Per integration	No Cost

TRAINING		
Description	Unit (per/each)	Fee
All training, which shall include refresher, new hire, on demand, as-needed software and equipment training	Per training	No Cost

Note: Fees not shown in the Fee Schedule above may be allowed by written authorization of District.

2. **INVOICING.**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 70-2022MA
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Liza Anderson, Guest Experiences - Parking, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an

audit may be charged against the Service Provider's future invoices and any retention funds.

- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

TASK AUTHORIZATION FORM
San Diego Unified Port District**(DEPARTMENT NAME)***San Diego Unified Port District**P.O. Box 120488**San Diego, CA 92112-0488**(619) 686-____**Fax (619) 725-____***TASK AUTHORIZATION NO. _**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. _ - 20__
(Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:		4.	WBS or IO/ Cost Center:	
2.	Date of Request:		5.	Task Start Date:	
3.	Task Budget:	\$	6.	Task End Date:	
7.	Task Title:				

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B**CERTIFICATE OF INSURANCE
San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)

SDUPD Agreement Number: _____

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address:	
			Phone: _____ Fax Number: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com

EXHIBIT C



Employment and Ownership Report

Submitted to:

**Diversity, Equity, and Inclusion
Port of San Diego**

Submitted by:

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
FAX Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Service Provider fails to provide such information.

A. Employment Report

Number of Employees – Report Employees in only one category																						
Job Categories	Race/Ethnicity																					
	Women						Men						Nonbinary									
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Total							
Executives	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Mid-Level Executives																						
Professionals																						
Technicians																						
Sales Workers																						
Admin Support																						
Craft Workers																						
Operatives																						
Laborers																						
Service Workers																						
Total																						

Attachment A to Agenda File No. 2022-0194

B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White** – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American** – A person having origins in any of the Black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native** – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races** – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- ***Executives (Officials and Managers):*** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief

information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- **Mid-Level Executives:** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.
- **Professionals:** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.
- **Technicians:** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.
- **Sales Workers:** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- **Administrative Support Workers:** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer

operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.

- **Craft Workers:** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers; plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.
- **Operatives:** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.
- **Laborers:** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.
- **Service Workers:** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

C. Statement of Ownership

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

☐ Small Business Enterprise (SBE) certified by: ☐ Veteran owned business (VBE) certified by:

☐ Woman owned business (WBE) certified by: ☐ LGBTQIA+ owned business certified by:

☐ Minority owned business (MBE) certified by: ☐ HUBZone

☐ Disabled Veteran owned business (DVBE),
certified by: ☐ Other:

Please check here ☐ if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
<input type="checkbox"/> Woman	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Native Hawaiian/Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Nonbinary	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Two or More Races

Type of Legal Business Structure: (check all that apply)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned: