

Amendment No. Four to the Agreement
Between the City of Oakland
And
ACS/Xerox State and Local Solutions, Inc.

This Amendment No. Four dated April 1, 2016 amends the agreement dated April 2, 2010, by and between the **CITY OF OAKLAND**, a municipal corporation (hereinafter "City"), and **ACS/Xerox State and Local Solutions, Inc.** (hereinafter "Contractor") (hereinafter the "Original Agreement") to extend the time of performance.

The Original Agreement is amended as follows:

1. Time for Performance

The time for performance of the contract work is extended from April 2, 2016 to April 2, 2018.

2. Scope of Services

Contractor agrees to continue to provide services required in the Original Agreement described in the **Scope of Services, Schedule A and Modifications to Contractors Proposal (Exhibit A)**, which shall be amended to include the additional **Two-Year Extension Enhancements** as described in **Attachment No. 1** as follows:

- Incoming Correspondence Processing and Scanning
- Online Hearing Request (for submission or scheduling in person hearings)
- Adjudication System for Adminstrating Hearings
- Online Citation Inquiry
- Online Residential Parking Permit (RPP) Application
- Updated Windows 7 Computers for the Parking Citation Assistance Center (PCAC), Enforcement Staff and Hearing Officers
- Outbound Notice Images Attached to the Citation Records
- Extending the Handheld and Printers Warranties
- LPR Equipment for Enforcement Vehicles (Optional)
- Xerox Acceptable Use Policy

3. Compensation

Contractor will be paid for performance of the scope of services required under this Amendment an amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$900,000 per year for services provided under this Amendment No. 4, for a total contract amount over the entire contract period of \$7,200,000. The thirty percent (30%) "Contingency Collection Fee," as referenced in the original Agreement, is not included in the contract maximum.

4. Contract Inducement

Contractor will pay City \$100,000 within thirty (30) calendar days of each contract year upon executing this Agreement for the two-year extended term effectuated by this Amendment No. Four.

5. Living Wage Adjustments

Effective July 1, 2015, the minimum compensation for Contractor's employees who perform services under or related to this amendment is the hourly wage rate of **twelve dollars and fifty-three cents (\$12.53)** with health benefits or **fourteen dollars and forty cents (\$14.40)** without health benefits.

6. Minimum Wage – This agreement is subject to the new “Minimum Wage” law.

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

7. Prompt Payment Ordinance

This amendment is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S., Passed January 15, 2008 and effective February 1, 2008), establishing a policy requiring payment within 20 business days after receipt of an invoice for purchase of goods and/or services.

8. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates, or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

9. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

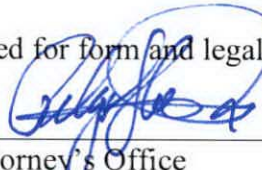
All other terms and conditions of the original agreement, except for those modified by this Amendment No. Four, shall remain unchanged and in full force and effect.

City of Oakland
A municipal corporation


 9/5/16
City Administrator's Office (Date)

 3/30/16
Department Head (Date)

Approved for form and legality:

 March 28, 2016
City Attorney's Office (Date)

Contractor

 3/26/16
Signature (Date)

Kirk Strassman
Print Name

Vice President
Title

Resolution No.: 86046

Account No.:

Special Collection: 1.1010.08921.54919.00000000IP60

Data Processing: 1.1010.08921.54211.00000000IP60

Business License No. : 28008302

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 FEB 25 AM 10:10

OAKLAND CITY COUNCIL

RESOLUTION No. 86046 C.M.S.

Introduced by Councilmember _____

Approved as to Form and Legality

City Attorney

~~RESOLUTION WAIVING THE REQUEST FOR QUALIFICATIONS~~
("RFQ"), COMPETITIVE SELECTION ADVERTISING AND
COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE
CITY ADMINISTRATOR TO EXECUTE A FOURTH AMENDMENT TO
THE AGREEMENT WITH ACS STATE AND LOCAL SOLUTIONS INC.
("ACS/XEROX") TO EXTEND THE TERM OF THE AGREEMENT FOR
A PERIOD NOT TO EXCEED TWO-YEARS, STARTING APRIL 2, 2016
AND TERMINATING APRIL 1, 2018 TO PROVIDE A PARKING
CITATION ADMINISTRATION AND REVENUE RECONCILIATION
("CARR") SYSTEM AND TO COMPENSATE ACS/XEROX UNDER THE
CURRENT TERMS OF THE EXISTING CONTRACT IN AN AMOUNT
NOT TO EXCEED NINE HUNDRED THOUSAND DOLLARS (\$900,000)
PER YEAR.

WHEREAS, at the February 16, 2010 regular meeting of the City Council of the City of Oakland ("City"), the City Council adopted Resolution 82531 C.M.S, authorizing the City Administrator to negotiate and execute a Contract between the City of Oakland and ACS/Xerox to provide a ("CARR") system; and

WHEREAS, the Contract was for a three-year term commencing April 2, 2010, with two one-year options to renew: and

WHEREAS, the initial three-year term expired April 1, 2013, and the City exercised a one-year renewal option beginning April 2, 2013 through April 1, 2014; and the City exercised the final one-year renewal option beginning April 2, 2014 through April 1, 2015; and

WHEREAS, there was an additional one-year renewal the City choose to exercise for the term of April 2, 2015 through April 1, 2016, approved by City Council with the adoption of Resolution 85479; and

WHEREAS, the City desires to maintain ACS/Xerox services to provide a CARR system by extending the existing Agreement for a period not to exceed two-years in accordance with "Section 3. Time and of Performance" of the contract, as this extension will allow the delay of issuing a replacement CARR system RFQ in order to provide the Information and Technology Department ("ITD") with sufficient time to fully implement citywide technologies, enhancements, and systems installations for which the CARR system must be fully integrated with Oracle E-Business Suite R12.2 ("Oracle R12.2"); and

WHEREAS, to accommodate ITD's citywide technologies implementation schedule and the full integration of the CARR system into Oracle R12.2, the City expects to issue a replacement CARR system RFQ during 2016, and will award of a replacement CARR systems contract within 2017 and the CARR system will be fully implemented, operational, and integrated into Oracle R12.2 by April 1, 2018; and

WHEREAS, the Contract annual cost is not to exceed \$900,000 and is for the CARR system and is inclusive of, (i) per citation processing costs, (ii) reimbursable costs, (iii) payment processing, ~~(iv) mail processing equipment, and (v) as needed consultation services; and~~

WHEREAS, ACS/Xerox collects and remits all collected parking citation fees, including the Collection fee to the City and then invoices the City separately for (i) CARR system services rendered and (ii) the collection fee in accordance with the Contract; and

WHEREAS, the annual value of the Collection Fee is fluid and dependent upon successful collection of delinquent parking tickets by ACS/Xerox; and

WHEREAS, funds for the Contracted CARR system are available in the Revenue Management Bureau FY 2016-17 adopted budget in in the General Purpose Fund account:1010.08921.54211.IP60; and

WHEREAS, the City Council finds that the services are professional, scientific or technical, and the two-year extension is temporary and will not result in the loss of salary or employment by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That pursuant to O.M.C 2.04.050.I. and for the reasons stated above and in the City Administrator's report accompanying the item, the City Council finds that is it in the best interests of the City to waive advertising and bidding requirements for this contract extension and so waives the requirements; and be it

RESOLVED: That pursuant to OMC 2.04.051.B and for the reasons stated above and in the City Administrator's report accompanying this item, the City Council finds that it is in the best interests of the City to waive the Request for Proposal/Qualifications requirements for this contract extension and so waives the requirements; and be it,

FURTHER RESOLVED: That by adoption of this Resolution, the City Council of the City of Oakland hereby authorizes the City Administrator to execute a Fourth Amendment to the Agreement with ACS/XEROX, extending the term of the Agreement two-years beginning April 2, 2016 and ending April 1, 2018 in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000) per year for the two-year extension of the Contract for the CARR system.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

MAR 15 2016

PASSED BY THE FOLLOWING VOTE:

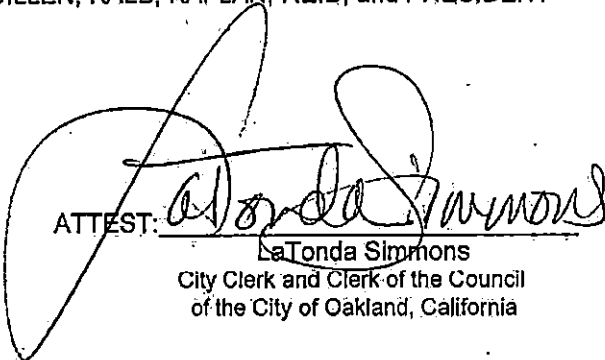
AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, and PRESIDENT GIBSON MCELHANEY — 8

NOES - Ø

ABSENT - Ø

ABSTENTION - Ø

ATTEST:


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

Professional Services Agreement between the City of Oakland and ACS (Xerox) State & Local Solutions 2 Year Extension - Enhancements

Overview:

With a 2 year contract extension, the following enhancements will be provided by Xerox. Pricing information is provided in the details below.

- Incoming correspondence processing and scanning
- Online hearing request (for submission or scheduling in person hearings)
- Adjudication system for administrating hearings
- Online citation inquiry
- Online RPP application
- LPR equipment for enforcement vehicles (Optional)
- Updated Windows 7 computers for the PCAC, Enforcement staff and Hearing Officers
- Outbound notice images attached to the citation records
- Extending the handheld & printer warranties

Incoming Correspondence Processing & Scanning

Price: \$0.41/item (same price for payments and correspondence)

Note: An "item" is defined as the contents of one envelope.

Scope of Work

The City of Oakland has requested that Xerox batch, scan and index incoming correspondence from citizens. This correspondence consists of Admin Reviews, Release of Liabilities & Rental Updates.

Process:

1. The City of Oakland has provided advanced notice to Xerox regarding anticipated volumes for processing. Expected volume is 200 items per week.
2. The City of Oakland will sort correspondence by postmark date and ship the correspondence they want Xerox to process.
3. Xerox will batch, scan, and index the correspondence within 72 hours of receipt.
4. Xerox will place correspondence into three queues: 1) Correspondence w/ payments 2) Rentals 3) All Other
5. Once complete, hard copies of scanned correspondence will be shipped back to Oakland using Oakland's FedEx account.

System Generated Overnight Process:

1. Scanned correspondence images will attach to the citation record in eTIMS.
2. Workflow will be updated with each item to show the correspondence that needs to be worked by Oakland staff.
3. For Admin Reviews only, a suspend flag & outgoing correspondence notice will be generated for each citation.
4. Outgoing correspondence notices will be included in the daily correspondence batch that is printed by Oakland staff each day.

Options:

- ✓ Sending correspondence to a separate PO BOX in LA (base price of \$0.41 per item **plus \$1600 per post office box/year**).
- ✓ Having LA store correspondence using Iron Mountain (base price of \$0.41 per item **plus \$50 - \$75 per month**)
- ✓ Sorting correspondence into more than 3 queues (base price of \$0.41 per item **plus \$0.64/item**)

Online Hearing Request, Fee Waiver & Payment

Price: \$150/hour for development

Note: Not to Exceed: 102 hours/\$15,300

Scope of Work:

Xerox will work with the City of Oakland to design and build a website where citizens may request a hearing, download a fee waiver form, and pay hearing fees. The website will allow citizens to submit their request for an Administrative Hearing online if the protest has been denied at the first level. It is fully integrated with eTIMS® and allows real-time updates on the citation status, contact information, and attachments based on the submitted information. Also, citations will map to the workflow hearing queue.

System Generated Hearing Decision Letters (Adjudication Subsystem)

Price: No charge

Scope of Work:

The standard adjudication module in eTIMS® is a fully integrated document imaging subsystem that allows hearing officers to review and make decisions on cases using only electronic copies of documentation. eTIMS® enables Administrative Review staff to deny or approve a review request, apply a disposition or suspend, and add notes describing the decision. The system also automatically generates a letter at the conclusion of an Administrative Review based on the Hearing Officer's decision and notes. The letter explains the Hearing Officer's decision, and provides details on how to further contest a citation (if applicable).

Citation Inquiry through Pay by Web

Price: No charge

Scope of Work:

Xerox will design and build the ability to do a citation inquiry using the existing Pay-by-Web portal. The effort will streamline and add quick links (i.e. How to Contest, Sold Vehicles, Printable Forms, etc.) to the Pay-by-Web landing page. In addition, the citation details page will be modified to include recently closed citations (in addition to all open citations). On the citation details page, each citation will be a hyperlink that, once clicked, will provide a breakdown of helpful information related to the citation (i.e. Issue Date, Due Date, Contest information, Fee Schedule, Citation images, etc.).

Allow partial payments through phone & web

Price: No charge

Comments: This is an Oakland business rule decision. We can make this change if requested.

Create/monitor email address for bounced electronic correspondence

Unavailable option at this time.

RPP Application Online

Price: \$150/hour out of scope development rate.

Scope of Work:

Xerox will design and build a website where citizens may apply for a Residential Parking Permit. The website will allow for the necessary documentation to be uploaded. Documents will appear in Workflow for staff to sort and make determinations. Automatic emails will be generated as confirmation of RPP application, and again once an application has been approved or denied. Work is mostly complete on this project.

LPR Capability for RPP Enforcement **(Optional)**

Price for LPR System on Vehicle:

\$65,000/vehicle for overtime enforcement equipment & installation (includes 5 year ext. warranty)

\$13,600 one-time setup cost

\$1200/month for first vehicle, \$300/month each additional for vehicle maintenance support

Scope of Work:

Xerox will partner with Genetec to deliver License Plate Recognition hardware and software to use for overtime and RPP enforcement. The LPR equipment will communicate with the existing Handheld devices to issue citations.

Updated Windows 7 Computers

Price: No charge

Scope of Work:

Xerox will purchase new Windows 7 Computers for the city. Xerox will coordinate with the city's IT department to deploy the new computers to the PCAC staff members.

Availability of all Notice & Correspondence Images on the citation record

Price:

Outbound notice images = no charge

Outbound correspondence images = \$0.15 per item (plus postage)

Scope of Work:

Xerox can make outbound notices available on each citation record. Outbound correspondence can be available, if we use our mail vendor to produce correspondence (instead of printing them in the Oakland office). If the city decides to go with this option, postage will be charged for all outgoing correspondence, in addition to processing fees (see above).

Handheld Warranty (2 years), Printer Warranty (1 year)

Price:

MC 9500 Handhelds: \$19,682 (through July 2018)

MZ320 Printers: \$11,958 (through July 2017)

Comments: Firm prices will not be available until 90 days before the existing warranty expires. The MZ320 printers are end of life as of July 2017. We will not be able to secure a warranty past this date.



Xerox Acceptable Use Policy

I. Statement:

The information technology resources including but not limited to computers, systems and settings are essential for the day to day completion of the duties and tasks for the Parking Program for the City of Oakland (the client). To insure the integrity, confidentiality, and availability of Xerox systems the Acceptable Use Policy (AUP) sets forth standards for which all users are governed.

~~The term user refers to any worker associated with the client whether there is implied consent or not. The client is in charge of monitoring those individuals having access to information technology resources.~~

By using Xerox equipment, users agree to comply with this AUP and all other applicable client policies as well as federal, state, and local laws and regulations.

II. Acceptable Use:

Acceptable use includes the fulfillment of all tasks and functions associated with Parking Program.

Users must comply with the AUP, City Regulations and contractual agreement and avoid all actions that jeopardize the integrity and security of the information resources.

Users must use only the information technology resources they are authorized to use and only in the manner and the extent authorized. Ability to access information technology resources does not, by itself, imply authorization to do so.

Users are responsible for protecting their assigned accounts and authentication (e.g., User IDs, Passwords, etc.) from unauthorized use.

Users must abide by the security controls on all information technology resources used for Xerox/City of Oakland business, including but not limited to mobile and computing devices, whether Xerox, City of Oakland, or personally owned.

III. Unacceptable Use:

Users are not permitted to share authentication details or provide access to anyone else.

Users must not circumvent or remove the security controls in place to protect information technology resources or data. (e.g., turning off antivirus, changing user access permissions and rights, etc.)

Users must not download or install software onto any Xerox information technology resource. (e.g., Spotify, Toolbars, Yahoo, AOL, etc.). All City of Oakland software and hardware additions should be verified with Xerox before changes are made to any resource.

Users must not connect external devices to the computers. (e.g., thumb/flash/jump drive, external hard drive, iPods or other music devices, cellular phones, etc.)

Users should not check personal emails on Xerox information technology resources. Emails can contain hidden viruses, malware, malicious code that can affect the resource and spread to other resources.

1/26/2016



Xerox Acceptable Use Policy

User should not store any files on the local Xerox information technology resource. User files and data should be stored on a City of Oakland share that is backed up and maintained.

Users should not stream music, videos, live feeds, etc. on Xerox information technology resources. These processes will hinder and slow the resource and could potentially be accessed on an unsecure location.

V. Enforcement:

It is the responsibility of the City of Oakland to ensure that all users acknowledge, accept and comply with the policy outline.

VI. Reason for Policy

The purpose of this policy is to outline the acceptable and unacceptable use of Xerox information technology resources at the City of Oakland:

- Comply with legal and contractual requirements,
- Protect the integrity of the data accessible on the resources.
- Safeguard the resources,

1/26/2016