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CONTRACT MA-012-23011527

FOR

PARKING MANAGEMENT SERVICES FOR OC PARKS

BETWEEN

OC COMMUNITY RESOURCES, OC PARKS

AND

PARKING CONCEPTS, INC.

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CONTRACT MA-012-23011527
FOR
PARKING MANAGEMENT SERVICES FOR OC PARKS
WITH
PARKING CONCEPTS, INC.

This Contract MA-012-23011527 for Parking Management Services for OC Parks, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as "County" and Parking Concepts, Inc., with a place of business at 12 Mauchly, Building I, Irvine, CA 92618, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan

RECITALS

WHEREAS, County solicited Contract for Parking Management Services for OC Parks as set forth herein, and Contractor responded and represented that it is qualified to provide Parking Management Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Parking Management Services for OC Parks to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a contract for Parking Management Services for OC Parks with Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

A. "DPA" shall mean the Deputy Purchasing Agent assigned to this Contract.

B. "Department" and "Agency" shall mean any County Department or Agency requesting Services of Contractor.

C. "May" shall mean something that is not mandatory but permissible.

D. "Service or Services" shall mean Contractor's duties, tasks and responsibilities to fulfill the requirements of this Contract, which are more specifically identified in Scope of Services.

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E. "Shall" and "Must" shall mean a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

F. "Should" shall mean something that is recommended but not mandatory.

ARTICLES

I. General Terms and Conditions:

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they

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are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z"** below, and as more fully described in **article "Z**,**"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible

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for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate

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Automobile Liability including coverage for scheduled, non-owned, and hired vehicles	$1,000,000 combined owned or single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by

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County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Parking Management Services for OC Parks from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

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2. **Term of Contract:** The initial term of this Contract shall become effective January 1, 2024, and shall continue for three years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in Article 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional two-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

5. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a. Terminate Contract immediately, pursuant to Section K herein;

    b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    c. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

    d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

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9. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

    Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

11. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

13. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

    The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with

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another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

15. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

16. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in **Article 26**, "Notices," such matter shall be brought to the attention of the County DPA by way of the following process:

    a. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

    b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested

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accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in **Article K** herein.

18. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance programs; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

   i. Will receive a copy of the company's drug-free policy statement; and
   ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

   i. Contractor has made false certification, or
   ii. Contractor violates the certification by failing to carry out the requirements as noted above.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed

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for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

21. **Error and Omissions**: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs

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and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

25. **No Third-Party Beneficiaries:** Contract is an agreement by and between Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Parking Concepts, Inc.
Attn: Jim Mecham
12 Mauchly, Building I
Irvine, CA 92618
Telephone: (949) 943-9749
Email: jmecham@parkingconcepts.com

County: OC Community Resources/OC Parks
Attn: Kristi Quon, Strategic Communications Manager
13042 Old Myford Road
Irvine, CA 92602
Telephone: (949) 585-6438
Email: kristi.quon@ocparks.com

Assigned DPA: County of Orange
OC Community Resources, Purchasing & Contract Services
Attn: Kevyn Cobos, DPA
601 North Ross Street, 6th Floor
Santa Ana, CA 92701

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Telephone: (949) 585-6443
Email: Kevyn.Cobos@occr.ocgov.com

27. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

    In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

29. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

31. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

32. **County of Orange Local Small Business Preference Requirements:** If Contractor certified as such with its [bid/proposal], Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this contract is executed.

33. **Disabled Veteran Business Enterprise Preference Requirements:** If Contractor certified as such with its [bid/proposal], Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

34. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the

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Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

35. **Mandatory Kick-Off Meeting**: Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

36. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

37. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

29. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

30. **Labor Code Requirements**

Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:

30.1 **Wage Rates**

Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of Contract. Copies of these rates are on file at the principal office of OWNER's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If Contract is federally funded, Contractor and any Subcontractor(s) shall

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not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

30.2 **Wage Rate Penalty**

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

30.3 **Work Hour Penalty**

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to OWNER $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

30.4 **Registration of Contractors**

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of Contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of Contract.

30.5 **Labor Code Notice**

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

30.6 **Payroll Records**

Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

Contractor and any Subcontractor(s) performing any portion of the work under Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

30.6 **Apprentices**

Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

Contractor and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077

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Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

PARKING CONCEPTS, INC.*

Signature	Name	Title	Date
DocuSigned by: David Mueller 2ECD920B71FD48C...	David Mueller	President	9/27/2023
DocuSigned by: Gill Barnett A146A22159484B9...	Gill Barnett	Secretary	9/27/2023

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
DocuSigned by: Kevyn Cobos BE99015025A74F5...	Kevyn Cobos	Deputy Purchasing Agent	11/28/2023

APPROVED AS TO FORM:
County Counsel

By: DocuSigned by: Mark A. Batarse BC5CA9BED31F40A...
Senior Deputy County Counsel

Name: Mark A. Batarse

Date: 9/27/2023

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A
SCOPE OF WORK

I. OBJECTIVE:

Contractor shall provide parking management services at various OC Parks locations. The Contractor is expected to collect parking fees in an accurate, efficient, meticulous, safe, and customer-friendly manner; optimize use of existing equipment and technology; and provide personable parking attendants and adequate levels of staffing, when and where needed.

II. PARKING FACILITIES

OC Parks locations throughout Orange County are largely comprised of regional parks, wilderness parks, historic parks, beaches and open space. A list of locations requiring parking management services ("Parking Facilities") is provided in Table A-I below.

Table A-I

Facility Name	City/Community	Approx. Number of Parking Spaces
PAY STATIONS ONLY		
Aliso & Wood Canyons Wilderness Park	Laguna Niguel	85
Capistrano Beach	Dana Point	140
Irvine Lake	Irvine	275
Laguna Coast Wilderness Park	Laguna Beach	190
Peters Canyon Regional Park	Orange, Tustin	120
Riley Wilderness Park	Coto de Caza	65
Salt Creek Beach (includes Bluff Park)	Dana Point	580
Whiting Ranch Wilderness Park	Lake Forest	75
ATTENDANT BOOTH AND PAY STATIONS		
Carbon Canyon Regional Park	Brea	310
Clark Regional Park	Buena Park	420
Craig Regional Park	Fullerton	620
Irvine Regional Park / OC Zoo	Orange	1,270
Laguna Niguel Regional Park	Laguna Niguel	620
Mason Regional Park	Irvine	550
Mile Square Regional Park	Fountain Valley	500
Santiago Oaks Regional Park	Orange	50
Yorba Regional Park	Anaheim	800

OC Parks Director may at their discretion add and/or remove OC Parks facilities and parking areas to Table A-I.

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III. PARKING EQUIPMENT

Parking equipment shall refer to all components of the parking system, including pay stations, VenMobiles, Parking Attendant booth, safes (bolted down) and associated equipment, gate arm and apparatus.

A. Pay Stations — OC Parks utilizes VenTek System VI pay station equipment for the majority of its Parking Facilities, with the exception of Irvine Lake, Laguna Coast Wilderness Park, Riley Wilderness Park and Whiting Ranch Wilderness Park, which utilize VenTek venSTATION (solar) equipment. Additional information on the equipment can be found at http://ventek-intl.com. A listing of the type and number of pay station equipment utilized at each location is provided in Table B-l below.

B. Contractor has the option to submit a proposal of equivalent parking equipment (pay stations). Contractor shall refer to all components of the parking system, including pay stations, Parking Attendant booth, safes (bolted down) and associated equipment, and gate arm and apparatus. Must be compatible to OC Parks Annual Parking Card/Magnetic Strip Card.

Table B-1

Location Name	Pay Station Equipment	Number of Pay Stations
Aliso & Wood Canyons Wilderness Park	VenTek System VI	1
Capistrano Beach	VenTek System VI	3
Carbon Canyon Regional Park	VenTek System VI	1
Clark Regional Park	VenTek System VI	1
Craig Regional Park	VenTek System VI	1
Irvine Regional Park	VenTek System VI	2
Irvine Lake	VenTek venSTATION (solar)	2
Laguna Coast Wilderness Park	VenTek venSTATION (solar)	4
Laguna Niguel Regional Park	VenTek System VI	1
Mason Regional Park	VenTek System VI	1
Mile Square Regional Park	VenTek System VI	2
Peters Canyon Regional Park	VenTek System VI	2
Riley Wilderness Park	VenTek venSTATION (solar)	1
Salt Creek Beach (includes Bluff Park)	VenTek System VI	10
Santiago Oaks Regional Park	VenTek System VI	1
Whiting Ranch Wilderness Park	VenTek venSTATION (1 solar, 1 VI)	2
Yorba Regional Park	VenTek System VI	1

IV. EQUIPMENT AND SOFTWARE REQUIREMENTS

A. All Pay Stations

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1. Accept different denominations of currency (both paper and coins) inserted with different orientations.

2. Utilize decals on pay stations for the acceptance of different forms of payments including cash, credit cards, debit cards, coupon codes, contactless pay (e.g. Apple Pay, etc.), and Annual Passes/Magnetic Strip Cards.

3. Utilize decals on pay stations to illustrate which side the magnetic strip cards should face when inserted into the credit card reader.

4. Provide change in U.S. dollar coins.

5. Mandatory to display an "Out of Service" message and send out an electronic alert to an OC Parks distribution list, to be provided by OC Parks, and a mobile alert to Contractor staff when the equipment malfunctions.

6. Utilize the VenTek venVUE software system. Provide access to OCCR OC Parks and Accounting Department, list to be provided by OC Parks.

7. Utilize wireless communication to transmit and receive data (portal/gateway). Contractor shall be responsible for acquiring, maintaining, and paying for wireless communication service. Provide access to OCCR OC Parks and Accounting Department, list to be provided by OC Parks.

8. Communicate with a centralized relational database management system and software to manage customer profiles, parking, transactions, and financial reporting data.

9. Provide on-screen, electronic file, and hardcopy reports for OC Parks administration and selected park staff.

B. Parking Attendant Booth

1. Contractor shall provide secure storage in the attendant booth, such as 2 safes per booth that can be bolted to the floor; 1 for cash and 2nd for Day-Use parking tickets; and any other materials subject to theft. The Contractor shall obtain OC Parks Director or designee approval in advance of the installation of secured storage equipment.

2. Contractor shall supply a credit/debit card machine and any service necessary to support its proper working order.

3. Contractor shall supply a Magnetic Strip Card scanner and any service necessary to support its proper working order.

4. Contractor shall install audio and/or visual surveillance equipment system in selected and/or all Parking Attendants Booths. Contractor shall obtain OC Parks Director or designee approval in advance of installation and use of audio and/or visual surveillance equipment.

5. Contractor shall supply each Parking Attendant booth with a Standard Operating Procedures Manual to include fee collection procedures 30 days after contract execution. The Standard Operating Procedures Manual shall be reviewed and/or updated annually if found necessary. Contractor shall provide OC Parks Director or designee a copy of manual for review and approval.

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C. **Gate Arm and Apparatus** – Federal APD Parking Barrier Gate Model G90 CD Series is utilized at all Parking Facilities with Attendant Booths. Additional information on the equipment can be found at http://www.federalapd.com/g90cdseriesbarriergate__7060.aspx. Contractor shall be responsible for routine inspection, maintenance, repair, and replacement of gate arm and apparatus.

V. STAFFING

A. OC Parks utilizes booths staffed with parking attendants at a number of Parking Facilities. Table C-l indicates the hours OC Parks requires the Contractor to operate the booths at specific locations; Contractor is required to provide the minimum number of staff per booth required during those operating hours as identified in Table C-1below. Contractor is responsible for immediately backfilling parking attendant absences within 30 minutes to ensure minimum staffing levels are maintained. Where only one Attendant per booth is required, scheduling must ensure staffing during lunch breaks; no staffing is required during restroom or scheduled morning/afternoon breaks. The following does not include the time necessary to open and close the booth.

B.

Table C-1

REGIONAL PARKS (9)	SPRING/SUMMER PARK AND STAFFING HOURS						FALL/WINTER PARK AND STAFFING HOURS					
	Weekdays			Weekends			Weekdays			Weekends		
	AM	PM	Staffing	AM	PM	Staffing	AM	PM	Staffing	AM	PM	Staffing
Carbon Canyon	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1
Clark	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1
Craig	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1
Irvine	6:00	9:00	2	6:00	9:00	3	6:00	6:00	2	6:00	6:00	3
Laguna Niguel	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1
Mason	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1
Mile Square (2 booths, 1 staff/booth)	6:00	9:00	2	6:00	9:00	2	6:00	6:00	2	6:00	6:00	2
Santiago Oaks	7:00	Sunset	1	6:30	Sunset	1	7:00	Sunset	1	6:30	Sunset	1
Yorba	7:00	9:00	1	6:30	9:00	1	7:00	6:00	1	6:30	6:00	1

OC ZOO Ticket Booth (Inside Irvine Regional Park)	SPRING/SUMMER OC ZOO AND STAFFING HOURS						FALL/WINTER OC ZOO AND STAFFING HOURS					
	Weekdays			Weekends			Weekdays			Weekends		
	AM	PM	Staffing	AM	PM	Staffing	AM	PM	Staffing	AM	PM	Staffing
OC Zoo Hours	10:00	3:30	0	10:00	4:30	0	10:00	3:30	0	10:00	4:30	0
Staffing Hours	9:45	4:00	2	9:45	5:00	2	9:45	4:00	2	9:45	5:00	2

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1. Director or his/her designee may coordinate with the parking contractor to increase or decrease staff and/or floaters (provides coverage for staff taking breaks or lunch) as necessary for events and/or to meet operational needs.

2. OC Zoo is closed Thanksgiving and December 25; however, Director or his/her designee may change at their discretion.

C. Holidays Staffing is mandatory for the holidays indicated below;

1. New Year's Day
2. Presidents Day
3. Good Friday (Irvine Regional only)
4. Easter Sunday (Irvine Regional – 4 Attendants)
5. Mother's Day (Irvine Regional – 4 Attendants)
6. Memorial Day
7. 4th of July
8. Labor Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

D. Supervision

1. Parking Manager – OC Parks requires the Contractor provide at least one Parking Manager whose responsibility shall be overall supervision of the Parking Facilities. Such person must be a highly qualified, experienced, and customer-service oriented Parking Facilities Manager, with the authority to act on behalf of the Contractor with respect to the method and manner of operating the Parking Facilities, subject to this Contract. A Parking Manager shall be available a minimum of eight hours per day between the hours of 7:00am and 6:00pm, 7 days per week. The Parking Manager shall maintain a local office and shall be available upon 15 minutes' notice during regular business hours. Whenever absent from Parking Facilities, the Parking Manager shall appoint a Shift Supervisor as Acting Parking Manager, and shall notify OC Parks of such, who shall be in charge of parking operations and available upon 15 minutes' notice during regular business hours.

2. Shift Supervisor – OC Parks requires the Contractor provide at least three Shift Supervisors to oversee Parking Facilities and parking attendants. Shift Supervisors shall also be responsible for collecting fees received from pay stations, depositing fees collected into the County bank account, and generating monthly gross receipts reports to be sent to the County Auditor Controller department. The Shift Supervisors shall have overall supervision of day-to-day operations; they shall be responsible for ensuring the Parking Facilities have adequate parking attendant coverage, ensure parking attendants efficiently and safely process incoming vehicles to reduce queuing times and that the parking fees are collected and deposited in accordance with the terms and conditions of the Contract.

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VI. OBLIGATIONS OF CONTRACTOR

A. Collection of Fees — Contractor shall charge and collect from all persons utilizing the Parking Facilities the fees or charges established by the County.

B. Parking fees shall be determined by the Orange County Board of Supervisors. The Contractor shall be responsible for reprogramming all parking equipment should any change in fees occur. Standard Payment to Contractor is based on parking fees established by the Board of Supervisors at the start of this Contract. Any change in fees may result in renegotiation of this Contract or issuance of a new Request for Proposal.

1. There shall be no free parking except as follows:

   a. County of Orange vehicles and/or their contractor's vehicles only while performing construction or conducting building and grounds maintenance/repair activities.

   b. Access for County of Orange Employees with County of Orange issued ID Badge. OC Parks to provide approved badge layout for reference.

   c. As otherwise authorized in writing by the OC Parks Director or designee.

C. Contractor shall ensure all pay stations are capable of accepting payment by coin, dollar bills, credit and debit cards - Visa & MasterCard, contactless pay (e.g. Apple Pay, etc.), Annual Passes/Magnetic Strip Cards, and County of Orange issued ID Badges.

1. Access and Reports similar to venue.
2. Pay Stations must include monitors that display payment instructions and are easy to read.

D. Payment Gateway — Contractor to provide payment gateway. Transforms cashless payments with cost-effective integrations for off-street, on-street, and card-in/card-out solutions that can be deployed. Contractor as a provider of Payment Card Industry (PCI) Point-to-Point-Encryption (P2PE) validated Europay, MasterCard and Visa (EMV) terminals. Provide ecommerce and in-app transaction acceptance that is processed and managed through the gateway.

E. Contractor shall ensure database for all County of Orange issued ID Badges is kept up to date, resulting in no loss of access to OC Parks facilities for current County employees, per direction by OC Parks Director or designee.

VII. SELF-SERVICE TERMINALS

A. Must comply with all the latest Payment Card Industry (PCI) standards and are designed to be fully integrated with your systems allowing back office transaction management and reporting. Remote proactive terminal management supports operational efficiency through enhanced maintenance and diagnostic features in addition to configurable updates and security patches. Payment Application Data Security Standard (PA-DSS) certified terminal application.

B. Payment Application Data Security Standard (PA-DSS) Compliant - Contractor must submit Certificate of Compliance to the County. The PA-DSS is the standard for makers/developers

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and integrators of payment applications that use credit card information for payment authorization and settlement.

C. Point-to-Point Encryption (P2PE) validated.

1. Transparent mode for proprietary cards enables service differentiation.
2. Proactive terminal management system supports continuous operation.
3. Local or centralized transaction management and reporting through a web portal.

D. TLS 1.2 — Contractor must submit Certificate of Compliance to OC Parks Manager and Purchasing Agent. Transport Layer Security (TLS) is a technology used to encrypt sensitive information sent via the Internet (providers are to be compliant no later than 14 days before contract term start date).

E. MC2 (MasterCard) Compliant — All gateways and software are required to be "2 Series BIN".

F. Contractor must provide Gateway access to OC Parks Manager and Read Only access to OCCR Accounting Department. OC Parks to provide list of staff in accounting requiring access.

G. Contractor is responsible for any fees associated with credit/debit card transactions and obtaining Payment Card Industry Data Security Standards (PCI DSS) compliance certification. Contractor must submit Certificate of Compliance to the County. Contractor must be in compliance with PCI.

H. Security Council Standards. PCI Data Security PTS Requirements PA-DSS Security P2P Encryption.

I. Contractor shall ensure parking equipment, software, credit card processing equipment, and Contractor's operations comply with PCI DSS.

VIII. COLLECTION OF FEES

A. Deposit fees collected at attendant booths into the County bank account no more than one day after collection.

B. Collect fees at least once every five days from each pay station, or more frequently based on demand, to ensure pay stations are always able to receive fees. Collected fees must be deposited into the County bank account no more than one day after collection.

C. Contractor is required to install cash drop safes (bolted on floor) at all Regional Parks and OC Zoo and/or additional locations as directed by OC Parks. Revenue Drop Procedure shall be as follows:

1. Multiple Staff Booths – In Parking Booths that have two or more Parking Attendants, if no Supervisor is present than attendants can verify each other's drop. Cash drops are made once the change bank has reached an additional $200.00. A tally sheet accompanies each cash drop. The Supervisor or other Parking Attendant verifies the Tally Sheet, Cashier Drop Log and the cash amount; then it is placed in drop bag. The Supervisor/other attendant prints name and initials verifying the totals and witness the

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deposit is dropped/placed into the safe. In the event that the location is busy, Supervisor can authorize $400 drops instead of the normal $200 drops.

2. Single Staff Booths – Parking Attendant must do $200 drops on their own whenever Supervisor or another Parking Attendant is not available. Supervisor can authorize $400 drops instead of the normal $200 drops.

D. Contractor is required to document its reconciliation of parking fees reported (per daily sales reports and attendant booth reports) to the actual cash collected. This information to the County is part of the monthly reporting to help ensure completeness of all parking fees collected and deposited to the County bank account.

E. Generate gross receipts summary report to be sent to OC Parks and the County Auditor-Controller department monthly along with back-up documentation of funds received, including pay station reports, summary of credit/debit card transactions, parking ticket receipts/logs, pay station cash reconciliation, etc.

F. Contractor is required to include uncollectible cash and abandoned credit card charges as gross receipts on monthly the invoice to the County of Orange/OCCR Accounting Department. Contractor shall be responsible for any shortage of funds.

G. Contractor is required to submit its Statement of Gross Receipts audited by a Certified Public Accountant in a timely manner. Reports and Invoicing to the County of Orange/OCCR Accounting Department. Statement of Gross Receipts must be per calendar year from January 1 to June 30 and July 1 through December 31.

H. Contractor to ensure the Supervisors and Parking Attendants receive training in the following:

1. Cashiering procedures regarding accurate and complete information, cash drawer limits, prepaid parking, cash drawer accountability, and excess tickets, as specified Contractors Standard Operating Procedures. Contractor to submit a Training Schedule (twice a year) for their staff to OC Parks; the designated OC Parks manager may at her/his discretion attend training sessions.

2. Required to use pre-numbered manual parking (day-use) tickets in sequential order. Contractor to submit a Training Schedule (twice a year) for their staff to OC Parks; the designated OC Parks manager may at her/his discretion attend training sessions.

I. Contractor shall take every precaution to protect the County's receipts, and to ensure that all sums due and owing the County from patrons of OC Parks are properly assessed, collected, accounted for, and deposited into a depository selected and approved by the County's Treasurer-Tax Collector. Contractor is responsible for any shortage of funds and shall ensure amount of deposited funds correspond exactly to receipts received.

IX. MAINTENANCE

A. Contractor shall inspect, maintain, operate and oversee all parking equipment and software, including, but not limited to, those specified in Section IV (Equipment and Software Requirements) of this Scope of Work, and ensure that all aspects of the parking system are in proper working order.

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B. Contractor shall provide repairs or refurbishing of all parking equipment, including all pay stations, equipment utilized in parking attendant booths, and gate arm and apparatus. Contractor shall replace gate arm and apparatus if repair or refurbishment is not possible.

C. Contractor shall repair or cause to be repaired equipment malfunctions within 24 hours of discovery or an alert being generated, unless approval for an extension is received from the OC Parks Director or designee during the initial 24-hour period.

D. Contractor shall be assessed a Two Hundred Fifty Dollar ($250) deduction per day for malfunctions not repaired within the initial 24-hour period or during the approved extension time.

E. Contractor shall be responsible for routine daily maintenance of all parking equipment including, but not limited to:

1. Maintenance of pay stations, gate arm and equipment, equipment housings, storage areas, parking attendant booths, and any other areas/equipment/facilities used by Contractor to ensure a clean and well-maintained appearance.

2. Maintenance of parking attendant booths, including regular housekeeping such as trash removal, disinfecting surfaces and window washing.

3. Inspection of parking equipment for proper operation, including ensuring sufficient change and paper is available in pay stations.

4. Removal of graffiti from parking attendant booths, pay stations, storage areas, and any other areas/equipment/facilities used by Contractor in not less than 24 hours after discovery. Method(s) used to remove graffiti shall be approved by the OC Parks Director or designee.

F. Contractor shall be responsible for regularly scheduled maintenance of parking equipment.

G. Contractor shall be responsible for all pay station and VenMobiles (or as proposed) machines ensure that all other pay station machines are functioning properly, including the ability to print all the number digits on the Audit Report Summary and other documentation.

H. Contractor shall be responsible for maintaining all painted surfaces on parking equipment, pay stations, and related posts or footings. Painting shall be provided in a professional manner including, but not limited to, surface preparation and priming as needed. Paint colors must be approved by the OC Parks Director or designee.

I. Contractor shall be responsible for replacement of parking equipment when such replacement is required because of the negligence or willful act of Contractor or Contractor's officers, agents, employees, or representatives.

J. Contractor shall immediately report all conditions and occurrences out of the norm to the County, including vandalism or other damage to the pay stations, and shall also report vandalism, and/or other Park Facility damage. All damage shall be repaired or replaced, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

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X. EQUIPMENT AND SUPPLIES

The Contractor shall, at the Contractor's expense, provide:

A. Equipment not provided by the County, which are necessary for effective operation of the Parking Facilities, including office equipment and vehicles. Office equipment shall include, but not be limited to, furniture, computers, telephones and coin/bill counting machines. Any vehicles used exclusively to provide parking management services under this Contract shall display the OC Parks logo and "Parking Services" in a design approved in advance by the OC Parks Director or designee. **Contractor has no rights to use the logo other than as expressly provided for in this Contract, OC Parks has secured the DBA for "OC Parks".**

B. Supplies not provided by the County, which are necessary for effective parking operations and staff safety including personal protective equipment, high visibility vests, flashlights etc.

C. Facilities, including but not limited to parking tickets (sample provided at the end of this Scope of Work), pay station paper, and receipt paper. Supplies shall be compatible with parking equipment.

D. Mobile communication devices, such as cell phones, walkie-talkies, etc., to permit continuous contact between OC Parks and Contractor's employees.

E. Cleaning/janitorial supplies and paint necessary for the maintenance of the parking equipment.

F. Contractor shall conduct its operations in a manner so as not to annoy, disturb, or be offensive to customers, patrons, or other users of OC Parks facilities.

G. Contractor shall not engage in nor permit any of its officers, agents, employees, or representatives to engage in the sale of supplies, products, or services of any kind, except those authorized by this Contract, at retail or wholesale, on or from the Parking Facilities, nor install, maintain or operate or permit the installation, maintenance, or operation on the Parking Facilities of any vending machine or device designed to dispense or sell food beverages, tobacco products, or merchandise of any kind whether or not included in the foregoing categories.

H. Should the Contractor default in the performance of any covenant, condition, or contract contained in this Scope of Work, and such default is not corrected within twenty-four (24) hours after the Contractor receives written notice from the County, the County may impose a penalty of Two Hundred Fifty Dollars ($250) per day for each day the Contractor remains in default, which the Parties agree is a reasonable amount for the damages caused; or, in its sole discretion, the County may terminate this Contract and take over possession and operation of the Parking Facilities in accordance with the provisions of the Termination Clause within the Contract.

XI. CONTRACTOR EMPLOYEES

A. Contractor shall regulate the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.

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B. While on duty, Parking Attendants and Shift Supervisors shall wear uniforms with clearly visible and readable nametags which shall, at all times, be maintained in a neat and clean condition.

C. Uniforms:

1. Contractor shall provide uniforms and nametags for its employees, which shall be approved in advance by the OC Parks Director or designee. Uniforms shall conform to the following specifications:

   a. Shirt – Dickies military long/short sleeve shirt, olive color. Shirts shall display the OC Parks logo, "Parking Services", and nametag containing the first initial and last name of the employee. [Note: OC Parks has secured the DBA for "OC Parks"; the Contractor has no rights to use the logo other than as expressly provided for in this Contract.]

   b. Pants – Dickies work pants, khaki color.

   c. Shoes – Black, close-toed shoes.

   d. OC Parks Caps – Caps with the OC Parks logo shall be provided to the Contractor by OC Parks.

2. Conduct – All Contractor employees shall be trained by the Contractor to render a high degree of courteous and efficient service. It shall be the responsibility of the Contractor to maintain close supervision over employees to assure a high standard of service to patrons of OC Parks. Upon objection by the OC Parks Director or designee to the conduct, demeanor, or appearance of employees, the Contractor shall immediately take all steps necessary to correct the conduct, demeanor, or appearance which is the cause of the objection.

3. Training – Contractor shall participate in mandatory OC Parks customer service and radio training twice a year for all their Supervisors, Parking Attendants and staff. Contractor to submit a Training Schedule to OC Parks designated manager, who will attend training sessions.

   Contractor shall provide full-service training for all their Supervisors, Parking Attendants and staff to successfully perform job duties in areas including customer service; cashiering, operating parking equipment; and position-specific responsibilities, such as assisting customers, collecting fees, parking traffic control, providing general facility information, maintaining proper documentation of fees collected, reconciling monies, etc. OC Parks Director or designee shall receive schedule of training and has the option to attend and provide OC Parks Customer Care information.

4. Honesty – Contractor shall not knowingly employ or keep in its employment, for purposes of conducting operations under this Contract, any individual who has been convicted in a court of competent jurisdiction of theft or misappropriating funds.

5. English Proficiency – Contractor shall select employees that have the ability to read signs, labels, work schedules, and instructions in English; understand and follow oral directions in English; write messages in English; and speak English sufficiently to communicate clearly with the public.

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6. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.

7. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.

8. Conduct: No person (s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed under this contract.

9. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.

10. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in parking management services.

11. Cell Phones: Cell phones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

XII. **EXTRA WORK**: All Extra work labor, services and equipment costs shall be bid individually for the tasks below.

A. Additional Staff for Unanticipated Events: Periodically, additional staff may be required for events or activities. Contractor shall provide a rate sheet with cost per hour for additional staff for all positions associated with this Contract.

B. Pay Station Installation/Removal: Contractor may be required to install and/or remove additional VenTek, or as proposed pay stations for OC Parks. Contractor shall provide an all-inclusive installation and/or removal cost per pay station; separate estimates shall be given for solar pay stations and hardwired pay stations.

C. Additional Supplies: Contractor may be required to provide additional supplies beyond those listed in this Contract (Obligations of Contractor: Equipment and Supplies).

D. Annual Passes/Magnetic Strip Cards: Provide an estimate for producing Annual Pass/Magnetic Strip Cards compatible with the VenTek or as proposed parking system, which can be scanned to allow entry into the park, in multiples of 5,000.

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E. Parking Tickets: Parking for certain OC Parks facilities is managed separately from the Parking Facilities listed in this Scope of Work. Provide an estimate for producing sequentially-numbered parking tickets in multiples of 5,000. Tickets shall match those currently used at Parking Facilities: 3" x 4.25" on light cardstock, shown below under Parking Ticket Samples section.

F. Shuttle Service

1. Contractor shall provide event shuttle services throughout the OC Parks system, as requested by the County.

   a. Contractor shall provide an appropriate quantity of shuttles per event as requested by the County based on event needs.

   b. Contractor shall provide continuous shuttle services for the duration of event hours as requested by the County.

   c. Contractor shall provide pick-ups, stop-ats, and drop-offs for the duration of event hours as requested by the County.

2. Contractor to provide an estimate for Shuttle Services, including line items for various service details and associated fees. Contractor shall provide a quote, outlining service details and fees pertaining to the County's request with no penalty or charge.

VIII. ADDITIONAL WORK

A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.

B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.

C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

IX. COUNTY OBLIGATIONS

A. Parking Equipment Replacement

1. The County shall be responsible for the repair or replacement of parking equipment when such repair or replacement is required because of the negligence or willful act of County or County's officers, agents, employees, or representatives.

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B. Maintenance — The County shall be responsible for maintaining:

1. All parking surfaces.

2. Landscape and sprinkler system.

3. All light fixtures (including light bulb replacement) and fire sprinkler systems

4. Painting exterior and interior of booths.

5. Replacement or repair of windows, blinds and flooring.

6. Should the Contractor require additional office or storage space, the County will attempt to provide said space at a facility that is not otherwise being utilized.

7. County shall pay for electrical and water service to the Parking Facilities where it exists or is later installed (subject to approval of the OC Parks Director or designee).

C. County shall be responsible for any major plumbing or electrical repair except when such repair is required as a result of the negligence or willful act of Contractor or Contractor's officers, agents, employees, or representatives.

X. PARKING TICKET SAMPLES

FRONT



BACK



XI. ANNUAL PASS MANAGEMENT SCOPE

A. Contractor shall manage OC Parks Annual Pass processes, including concessioners and contractors who contract with OC Parks.

B. Manage all aspects of OC Parks annual pass online sales.

1. Enter data for online sales as required.

2. Provide fulfillment of online pass orders, including mailing to customers, within 5-7 business days.

C. Enter required data in parking software for online and in-person sales.

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D. Handle customer and staff interactions related to annual passes (emails, phone calls, in person inquiries at OC Parks Headquarters)

1. Manage inquiries and complaints from the public, County of Orange employees, and outside agencies, effectively and efficiently offering a timely response to each matter, providing and documenting follow-up until the matter has been resolved.

2. Manage public/staff email related to the OC Parks annual pass website. Ensuring each email is properly handled in a timely manner, providing and documenting follow-up until the matter has been resolved.

E. Manage the annual parking pass data and compile information for record management and audit purposes.

F. Manage annual parking pass ordering and inventory distribution.

G. Monitor the systems used in purchasing and updating the annual passes, identifying specific systematic problems, recommend solutions.

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ATTACHMENT B
PAYMENT AND COMPENSATION

I. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for Parking Management Services for OC Parks as set forth in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

II. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Shared Revenue:

Gross Parking Fee Receipts: Year 1	**45.0%**
Gross Parking Fee Receipts: Year 2	**45.0%**
Gross Parking Fee Receipts: Year 3	**45.0%**
Annual Pass	**26.0%**

B. Billable Rates

Cashier	**$33.00/Hour**
Traffic Director	**$33.00/Hour**
Supervisor	**$36.50/Hour**

C. TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED: .....**$ 4,725,000.00**

D. TOTAL CONTRACT AMOUNT NOT TO EXCEED: **$14,175,000.00**

III. **Price Increase/Decreases:** No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

IV. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

V. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

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VI. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VII. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VIII. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from a. above
c. Contractor's Taxpayer ID Number
d. Name of County Agency/Department
e. Delivery/service address
f. Contract MA-012-23011527
g. Agency/Department's Account Number
h. Date of invoice
i. Product/service description, quantity, and prices
j. Sales tax, if applicable
k. Freight/delivery charges, if applicable
l. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
601 North Ross Street, 6th Floor
Santa Ana, CA 92701
Email: einvoice@occr.ocgov.com

IX. **Payment (Electronic Funds Transfer (EFT):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

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ATTACHMENT C
STAFFING PLAN

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company
Gill Barnett	CEO/Founder	15	48
David Mueller	President	15	18
Clyde Jim Mecham	Regional Director of Operations	15	32
Tony Arredondo	General Manager	5	8
Diana Guadarrama	Administrative Assistant	3	3
Angelo Cura	Auditor	7	7
Jose A Sandoval	Supervisor	15	14
Ana D Rodriguez	Supervisor	11	11
Carmen G Herrera	Supervisor	15	15
Johnnie Quoc-Huy Nguyen	Supervisor	3	3
Rogelio G Higereda	Parking Attendant	15	16
Nasario Silvas	Parking Attendant	13	13
Jose G Anguiano	Parking Attendant	12	12
Samuel A Gonzalez	Parking Attendant	11	11
Mayra Orozco	Parking Attendant	11	11
Nataly A Rodriguez	Parking Attendant	11	11
Cindi Luna	Parking Attendant	9	9
Emily G Luna	Parking Attendant	8	8
Jazmine De La Cruz	Parking Attendant	7	7
Maira U Luna	Parking Attendant	7	7
Yasmin Mercado	Parking Attendant	7	7
Sharon A Sprague	Parking Attendant	6	6
Anthony Gonzalez	Parking Attendant	6	6
Henry Cruz	Parking Attendant	6	6
Rodney S Henke	Parking Attendant	5	5
Marie G Salanga	Parking Attendant	5	5
Arturo Garcia	Parking Attendant	5	23
Erick M Alvarez	Parking Attendant	5	5

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Name	Classification/ Designation	Year of Experience	Years with Company
Juan Pablo Montiel Sanchez	Parking Attendant	5	5
Annie Tran	Parking Attendant	4	4
Susan F Parra	Parking Attendant	4	4
Paula Camila Donoso	Parking Attendant	4	4
Hagop Badolian	Parking Attendant	3	8
Elizabeth Sullivan	Parking Attendant	3	3
Ivan Chavez	Parking Attendant	3	3
Chris H Churn	Parking Attendant	3	7
Allan Jovani Delgado	Parking Attendant	3	3
Laura Dawn Freeman	Parking Attendant	3	3
Jonathan Nunez	Parking Attendant	3	3
John Edward Phillips	Parking Attendant	3	3
Anne D Lavalle Shepston	Parking Attendant	3	3
America Alcala	Parking Attendant	2	2
Luis De La Riva	Parking Attendant	2	2
Ruben Delgado	Parking Attendant	2	2
Kyle Gomez	Parking Attendant	2	2
Tatyana K Harris	Parking Attendant	2	2
Maximiliano Jr Osorio	Parking Attendant	2	2
Yahir Omar Peral	Parking Attendant	2	2
Allegra Nectar Ayvazian	Parking Attendant	2	2
Bertha A Furse	Parking Attendant	2	12
Jose Adonis Arias Argueta	Parking Attendant	1	1
Francisco Javier Rodriguez	Parking Attendant	1	1
Gabriela Cardenas	Parking Attendant	1	1
Rafael Cruz	Parking Attendant	1	1
Devyn Ronnie Garcia	Parking Attendant	1	1
Michelle Melissa Valenzuela	Parking Attendant	1	1
Roxana Elisabeth Linares Pineda	Parking Attendant	1	1
Emma Danielle Manriquez	Parking Attendant	1	1
Peter Allen Dilworth	Parking Attendant	0	0
Miguel Angel Esquivel	Parking Attendant	0	0
Valerie Marie Munoz	Parking Attendant	0	0
Devine Love Reymundo	Parking Attendant	0	0

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Name	Classification/ Designation	Year of Experience	Years with Company
Lisa Londeree Schultz	Parking Attendant	0	0

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Pacific Parking Solutions 216 C Technology Drive Irvine CA 92618	Mr. Glenn Mossman (949) 939-4195	Equipment Sales and Service