

PROJECT #: 3352
PROJECT NAME: Utility Billing and Payment Services
DEPARTMENT: Utilities
DIVISION: Business Services

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Kubra Data Transfer West Ltd.
14105 S. Normandie Ave #2, Gardena CA 90249
Phone: (424) 891-2221 Fax: (424) 891-2241

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento Municipal Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of

Sacramento Municipal Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento Municipal Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

- 6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

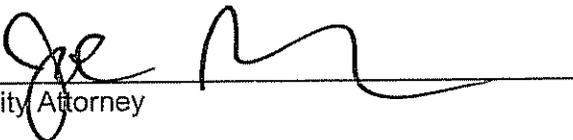
By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONSULTANT:

Kubra Data Transfer West Ltd.
NAME OF FIRM

Federal I.D. No.

330935029
State I.D. No.

150429
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- ____ Individual/Sole Proprietor
- ____ Partnership
- Corporation (*may require 2 signatures*)
- ____ Limited Liability Company
- ____ Other (*please specify*: _____)



Signature of Authorized Person

Rick Watkin / CEO and President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Kubra Data Transfer West Ltd.

Address: 14105 S. Normandie Ave #2. Gardena CA 90249

The above named Consultant ("Consultant") hereby declares and agrees as follows:

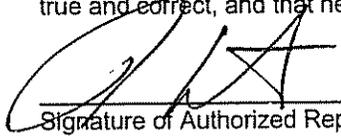
1. Consultant has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Consultant agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento Municipal Code (the Ordinance).
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s)
 - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
 7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Consultant to the provisions of this Declaration.



Signature of Authorized Representative

8/20/07

Date

Rick Watkins

Print Name

CEO

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Jamille Moens/Systems Support Manager
1395 35th Avenue, Sacramento, CA 95822
(916) 808-5988 /jmoens@cityofsacramento.org*

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

*Rick Watkin/CEO and President
14105 S. Normandie Ave #2, Gardena CA 90249
(424) 891-2221/(424) 891-2241/rwatkin@kubra.com*

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is ___ is not X [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)
3. **Scope of Services.** The services provided shall be as set forth in the Scope of Services, Attachment 1 to Exhibit A, attached hereto and incorporated herein.
4. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services. The initial term for this Agreement is the period beginning from date of award through June 30, 2008. The CITY in its sole discretion may renew this Agreement for subsequent one-year periods (July 1- June 30), up to a total of four (4) one-year renewal period, by providing written notice of renewal to CONSULTANT prior to expiration of the initial term or any successive renewed term, as applicable.

ATTACHMENT 1 TO EXHIBIT A
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. General:

CONSULTANT shall build and support the application in accordance with the business requirements of the CITY to provide Utility Bill Printing, Mailing and e-Collection services. The CONSULTANT shall build and support the application to provide the following functions:

1. Printing and Mailing Services
2. Virtual Biller Site Modules [Customer facing applications]
 - i-Direct Module [Enrollment, presentment, account/process management, e-care]
 - i-Pay Module [Electronic payment scheduling, warehousing, management and settlement via Call Center assist, website and IVR]
 - i-Market Module [Targeted marketing and customer service messaging]
 - i-Connect Module [Account content distribution enrollment, formatting, delivery and tracking]
3. i-doxs Platform Modules [Enterprise facing modules]
 - DoxsDirect [Data receipt, extraction/parsing, composition, indexing, release]
 - Virtual Repository [Storage/archival, hosting, technical support, system infrastructure]
 - User Console [Subscriber management, document management, customer support]
 - Admin Console [System configuration, monitoring, user management, administration, reporting]

2. Definitions:

Within the Scope of Services, the term Biller is used interchangeably with CITY. The term User refers to both City staff and external customers, and the terms Customer and Subscriber refer to external customers.

3. Service Description:

Part I. KUBRA BCS Printing & Mailing

A. Implementation and Configuration

Number of billing systems: 1 system / 2 data structure
Number of applications/templates: Up to 10 Templates

- Utility Bills
- Delinquent Notices
- Annual Billings (Lien notices)

- Reminder letter (non-lienable)
- Customer Survey
- Collection Notice
- Perfected Lien Notice
- Welcome Letter
- 2 TBD

The CONTRACTOR shall develop up to 10 templates to be processed under this contract which include, but are not limited to, the Utility Bills, Notices, and Annual Mailings. Special Mailings shall be processed for printing and mailing as required.

Implementation and configuration includes:

- Needs Analysis and Joint Definition Sessions
- Statement of Work and Requirements building
- Project Management and Project Plan construction and maintenance
- Analysis of billing data
- Setup and testing of communications
- Creation of the extraction rules
- Testing and building of filter program/s
- Design and creation of electronic templates (cosmetic and layout components)
- Setup and coding of exceptions/internals
- Setup and coding of business rules
- Setup and testing of target messaging
- Application of barcodes and unique identifiers
- Compliance testing of OCR line (lockbox processing)
- Setup of the postal processing validation, correction, and pre-sort routines
- Three level testing of the individual applications
- Sourcing and processing of consumables (envelopes/forms)
- Set-up and testing of the online customer portal - DocWeb

B. Document Composition

- Data receipt & routing - Receipt of CITY CIS extract billing data in a RAW DATA (Flat ASCII, Comma Delimited, Pipe Delimited) file format from CITY CIS system (PeopleSoft) via Internet FTP communication vehicle using PGP encryption software, for data parsing extraction and composition applications
- Data extraction & parsing - Data extraction and parsing tools split parse and route the identified data fields into a relational database for further processing and eventual document composition.
- Document Composition - The initial design and configuration of the electronic document templates for the utility bills, delinquent notices, annual lien notices, etc. These documents would require up to 10 templates to support the document in question. The templates are then linked to data elements processed in the extraction and parsing routines.
- Business rules application - Sophisticated rules-based logic captures and automates all pre-defined business rules and manual operations associated with traditional document printing and insertion processes.
- Postal processing - The postal processing software facilitates address correction/verification (ACE/CASS Certified) editing/reports and the mail stream database is coded (appended with

zip + 4 data) and package codes are appended to indicate weight class. These codes are then passed to the pre-sort process to be sorted and qualified for the proper rate categories. The pre-sort software produces all of the necessary documentation (CASS Certificate) needed for mail presentation to the USPS BMEU (Business Mailing Entry Unit).

- Commingling - Mailings are bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts. Some mailings may require additional postage. Mail with less than the minimum number of pieces per USPS permit requirements may be comingled with other Mail processed by the CONSULTANT. However, mail that meets the USPS permit requirements (500 pieces) must have approval by the CITY representative prior to comingling with other mail processed by the CONSULTANT.
- NCOALINK - NCOALINK postal service provided, corrections applied and changes reported to CITY representative.
- Personalization/Data Management – The DoxsDirect™ composition software applies personalized messaging applications through the use of barcodes for selective insertion (offline). Advanced data mapping and data management applications enable targeted messaging within the document (online/floating text boxes). OMR Bar-codes are also assigned to each document at this stage to support our intelligent insertion equipment, selective insertion applications, amalgamation/commingling of documents and our quality control processes.
- Print File Construction - Data elements and the associated document templates are composed and assembled into electronic documents and rendered into a print file for routing and on-demand production printing at our Gardena, CA production facility.

C. Document Printing

- High-volume printing – Dynamic laser printing of the composed print file via our distributed print network environment. Quality control checks and balances along with our bar-coding technology ensure the highest levels of data integrity, accuracy and document print quality.
- Statements – Printed on 8.5"x11", 24 pound, white stock, single part, perforated form that "tri-folds" into a #10 window envelope, barcoded per industry standard. The City logo, text "City of Sacramento Utility Service Bill," and the language line are printed in PMS 539 Blue. The rest of bill is printed in Black and white.
- Materials – CONSULTANT shall supply and store all material needed for billing. Paper and supplies are stored in a temperature controlled environment.
- Envelopes – Envelopes shall be printed and provided by the CONSULTANT. Envelopes will be printed in PMS 539 Blue, Aerial Font, except the postage pre-paid envelopes which are printed in black, using multiple fonts. The CONSULTANT will use Standard BRE #9 window envelopes. Return envelopes shall not include return postage. Mailing and remittance envelopes will include pre-printed return address, necessary postal indicia, and include glassine address windows. Remittance envelopes shall include "see-through" protection.
- Indicia – CONSULTANT shall use indicia on mailing envelopes that do not show the city or zip code from where the piece was mailed.
- Logos – The City logo and other logos shall be printed in designated areas. Other logos may be required during the contract. Logos and/or other images and static texts will not be coded into the electronic files for the vendor to print.

D. Document Insertion

- Intelligent folding & insertion – Bills are grouped, based on barcode identifiers, folded, Business Reply Envelope (BRE) and selective/global inserts sourced and the items inserted into Outer Mailing envelopes (OME).
- Selective and global insertion – Through the use of barcodes and our database management software, inserts are selectively or globally sourced from a series of insert stations (6 insert stations) and added to the document package for insertion into the mailing envelope
- Postal sorting & mail finishing – Processed mail packages are applied with the appropriate postage based on the job account profile information. The sequence of the mail packages is pre-determined from the Postal Processing step. Mail packages are grouped, containerized and labeled according to postal processing regulations.
- Postal facility delivery – The finished mail pieces are audited and delivered to the local (Gardena, CA) BMEU for postal processing and recipient delivery supporting the defined Service Level Agreement (see SLA Terms and Conditions)
- Insert segmentation – Ability to segment inserts by unique type including but not limited to customer type and/or Zip Code
- Household merge/purge multiple statements - Multiple statements to the same owner and mailing address shall be matched and inserted in one appropriate size envelope metered first-class separately, and delivered to the USPS at the same time all other bills are delivered; bills will be of varying length, printed on both sides of paper, from one page front to back, to possibly ten or more pages.

E. Data Parsing, Extraction, Design and Composition

CONSULTANT shall provide tools that parse and route specified data fields into a relational database for processing, document composition and PNG presentation of source content via a Web browser. Included in this service, CONSULTANT will:

- Analyze CITY's data structures;
- Build and test bill definition and extraction rules;
- Develop the file parsing and extraction rules and routines from a data extract file from CITY's billing system;
- Identify, with CITY's input, indexing fields for search/retrieval, document folder parameters and the summary data display;
- Perform PNG design, composition and mapping, including the design and development of an unlimited number of electronic bill templates;
- Parse and extract data files from a legacy billing data feed and test and load CITY data into the CONSULTANT-encrypted relational database;

F. Document Presentation, Search and Retrieval

Upon a request from an authorized user, data elements and associated document templates will be mapped to a PNG format, utilizing CONSULTANT-provided application program interfaces, and presented to the user in the form of dynamic Web pages. Included in this service, CONSULTANT shall:

- Make Customer's billing data available for presentation to authorized users via a Web site hosted and supported by CONSULTANT. The core "landing page" presented to users upon successful login will present customer service messages and a series of links and summary information, including a gateway to the Document Manager Search screen for advance search and retrieval of electronic replicas of customers' printed bills;

- Provide customer access to the Web site using commercially reasonable user-name and password authentication, according to standards established by an administrative console provided by CONSULTANT and managed by the CITY;
- Provide CITY's authorized users with unlimited access to the document archival and retrieval tools, including the administrative console;
- Present customers billing data in a graphical format (PNG) upon execution of a search request via the Document Management tool, which supports up to eight (8) search fields, which will be specified by the CITY;
- Enable users of the Web site to view exact electronic replicas of printed subscriber bills. Users may FAX, print and/or e-mail the bills, as needed;
- Enable users to apply annotations to the electronic presentment of bills in order to track and manage activities related to accounts;
- Support the capture of multiple documents placed in a queue for sequential "batch" viewing, printing, faxing or e-mailing.

G. Storage

CONSULTANT will configure, design and host the storage systems and related infrastructure and document archival and retrieval applications, including data fields, templates and composition logic, necessary for the CITY to search for and view billing data and electronic replicas of customer documents/bills for a rolling period of 24 months and payment data for a rolling period of 36 months.

Configure and implement, according to specifications agreed to by the CITY, the parameters for all components related to the document archival/retrieval application, which will be hosted at CONSULTANT's redundant and secure data centers.

H. Emailing

The DocWeb application supports the ability to automatically e-mail (PDF attachment) bills, statements, and invoices based on an online tool that allows the CITY to manage accounts, e-mail addresses and the e-mail body cosmetic elements.

I. Postage Deposit

The CONSULTANT shall not use the CITY postal permit. The CONSULTANT shall obtain the best qualifying automated rate per latest USPS Rates and Fees publication for discount letters, cards and flats. A summary report of postage usage shall be provided as a separate page attached to the invoice.

The CITY shall maintain a postage deposit with CONSULTANT so that CONSULTANT is able to draw on funds to support postage monies. The postage deposit must remain in a positive status at all times and must support postage monies outlay requirements.

The CITY shall provide remittance to cover the cost of postage on a monthly basis as a direct pass-through on the invoice. The technical representative will coordinate this effort with the CONSULTANT directly.

J. Performance Standards/Service Level Agreement (SLA)

The CONSULTANT shall provide Platinum Service Level to the CITY. During the first week of each month all Service Levels are migrated to the *lower* classification to support monthly increases during this time frame (i.e. the CITY will receive Gold Service Level during the first week of each month).

Platinum:

The Platinum Service Level Agreement for document production and distribution provides 12-hour turnaround from receipt of original data extract files to the delivery of finished mail pieces to the postal facility (USPS/Canada Post). Receipt of data extract files will be in accordance with the File Receipt schedule parameters defined by the specific Service Level below.

Gold:

The Gold Service Level Agreement for document production and distribution provides 24-hour turnaround from receipt of original data extract files to the delivery of finished mail pieces to the postal facility (USPS/Canada Post). Receipt of data extract files will be in accordance with the File Receipt schedule parameters defined by the specific Service Level below.

File Receipt Schedule:

Service Level	File Receipt (Mon-Fri)	Postal Delivery
Platinum	Prior to 6:00 AM	Same Day (6:00 PM)
Gold	Prior to 6:00 PM	Next Business Day (6:00 PM)

Notes:

- Platinum SLA requires that the files arrive and are approved/released (if applicable) prior to 6:00 AM for same day delivery (6:00 PM). Files received from 6:01 AM to 6:00 PM will be produced next day (by 6:00 PM).
- Gold SLA requires that the files arrive and are approved/released (if applicable) by 6:00 PM for next day business delivery by 6:00 PM (24 hours). Files received 6:01 PM to 11:59 PM will be produced with 48 hours (2 business days).
- If there is a data error in the CITY delivered file, the regular SLA process will not be honored. The SLA will be recalculated from the time the account is released for normal processing.
- Last minute work requests submitted by the CITY without pre-approved implementation timelines that are required to be implemented for full production with respect to the production run in question may delay CONSULTANT's ability to execute the noted SLA.
- All transmissions must be scheduled (at minimum) by 11:59 pm the previous calendar day. Jobs cannot be scheduled same day. Unscheduled jobs will be excepted, however, the SLA will be migrated to the *lower* classification (i.e. A customer that is supported by a Platinum SLA would receive Gold SLA during the first week of each month).
- Late transmissions will be received up until 11:59 the same calendar day after which the entry will be automatically cancelled. Therefore, the transmission must be rescheduled for the next calendar day unless it can be amalgamated with a previously scheduled transmission.

Part II: Virtual Biller Site Modules [customer facing applications]

A. i-Direct Module

Includes:

- Enrollment Processing – Support of a customized enrollment, validation, activation and de-activation program on a biller-direct site.
- Composition and Presentment - Validation, composition and dynamic rendition of legacy Bill data files into an interactive BWP branded summary and detailed electronic formats (PDF, HTML, etc) allowing for the granular presentment, customer self-service, and online account management support applications upon request from the Customer.
- Decision Support – Display of data in multiple formats with options for downloads and navigation on-demand
- Notification - e-mail notification/reminders of e-bills availability, forgotten passwords and new enrollments
- Customer Care – capture and routing of on-line customer inquires/issues

1. Enrollment/Validation

- General - The i-Direct module and the support of Biller direct enrollment cartridge includes all the key functions including biller branded and rules generated authentication, validation, User ID and Password initiation, enrollment processing, information capture, notification, adjustments and de-enrollment activities. The Basic enrollment option includes a customized enrollment page that captures and validates information real-time and allows for a simple but powerful registration process
- The CITY is able to source the fields/data for enrollment, business rules and process flow
- Instant activation – The Instant Activation option within the enrollment component supports immediate authentication of the customer information by the real-time validation of account data (account number, Zip code, etc) submitted by enrolling consumers (referenced from a database of customer information from City of Sacramento CIS system) simplifying the entire enrollment process.
- Immediate content – The Immediate content option ensures that at least one cycle of billing data is immediately available for new subscribers after successful enrollment with 'view only' presentment.
- CONSULTANT will power the enrollment, login/log-out and password management process.
- Customers will be required to set-up a funding account at point of enrollment and paper-less billing will be mandatory.

2. Notification/Messaging

- Notification and messaging is configured, managed and supported by the Biller within the Admin Console (E-Mail Manager). This application allows for the set-up of enrollment, new document/s, and forgotten password e-mail messaging templates, which can be configured and assigned to a diverse array of Subscriber Groups. Features include up-to 8 data specific fields, free form text messaging, consolidated e-mail notifications for multiple transactions, embedded actionable links, and rich HTML graphics/banner ads. Payment reminders and tracking/status notifications are addressed within the i-Pay Module.

3. Presentment/Account Management

- CITY branded landing page (link off of the City of Sacramento's main page via embedded graphic to a page detailing e-bill specific introductory copy and graphics) and a log-on page with a prompt for User ID and Password – all 'framed' within City of Sacramento existing web site environment and incorporating branding elements.
- User authorization – verifies the customer identity via a preset PIN supports varying levels of access and control based on pre-established guidelines
- A City of Sacramento branded 'home page' presented to the customer upon successful login that presents customer service messaging and/or the latest document/s, series of quick links and summary content information (documents available online – takes the customer right to the Document Manager Search screen, last 5 documents – links directly to the detailed view of the bills in question, outstanding bills, etc)
- Upon a request via the document management tab (supporting up-to-8 search fields – field based and profile searching), interactive documents are presented in a graphical format (HTML) with a summary register displaying all documents (utility bills) in the system based on the search criteria.
- Summary display supports up-to 8 summary/action headings such as policy number (sort-able), document type, amount due, due date, address, status (viewed, payment scheduled, processed, failed, etc) pay scheduling link and a action tab (view, payment history, etc).
- A detailed view of the sourced document via HTML, PNG, and PDF with embedded actionable links for further navigation to a variety of content levels (i.e. how to read bill, etc)
- The summary register is customized to the Biller's requirements including search fields, documents, column headings, and design/graphical layout.
- A detailed view of the sourced document can represent the same look and feel of the printed document in an HTML format with the appropriate logo and design elements displayed. Detailed bill will comply with all data fields and elements contained within the paper bill
- Password reset / forgot password request
- Customer preference management tools (paper bill, reminders, marketing, etc)
- Permits customer to adjust account profile information (name, e-mail, phone number, address,)
- Add/remove or edit customer accounts – immediate validation
- Optional shared access tool, which allows the primary user to establish/activate secondary user access to the application
- Allows a user to deactivate their profile or the secondary user's profile from the system
- Provides standard FAQ and Utility specific language
- Generates the digital document 'dynamically' when the URL is selected by the Customer, to accommodate time sensitive transactional, communication and marketing information
- Support of customized pages, framing, navigation, and definable style sheets and cosmetic elements
- Support of a daily enrollment file containing a cumulative total of enrolled users along with profile adjustments and the associated data.

4. Customer Care

Provides for the intelligent capture and routing of on-line customer inquires/issues via:

- Creation and support of on-line intelligent forms (City of Sacramento Branded)
- Display of customer care support information specific to the Customer group
- Automated pre-field population component
- Inquiry specific segmentation

- Capture and routing of issue/inquiry to pre-determined e-mail addresses
- Tracking and monitoring of customer inquiries

B. i-Pay Module (enrolled and non-enrolled e-bill application)

Module Functions:

- Enrollment
- Schedule
- Warehouse
- Process
- Reconcile
- Reporting

Configurations:

- One-time Payments
- Recurring Payments
- E-bill Activated Payments

Cartridges:

- ACH/Checking
- Debit Card
- Credit Card

Includes:

- One-time (non-enrollment/non-warehoused) payments by automated digital IVR , via CITY-branded web page in a self-serving capacity or via a live Customer Service Representative in an assisted manner.
- Real-time payment enrollment and validation for Credit/Debit Cards and ACH payment accounts
- The capture and construction of split, one-time, consolidated, recurring, future and e-bill integrated payment instruction file creation and delivery.
- Warehousing of payment accounts, profiles, preferences, and payment transactional history
- Delivery of the payment instruction files to the noted ACH originators and credit card processors for settlement
- Capture and processing of the remittance advice from the processors for A/R posting and reconciliation
- Warehousing and display of transactional payment history, forecasting data and payment profile information in the form of reports and analysis records.
- E-lockbox supports the capture and processing of all pay-any-one networks including CheckFree, Online Resources, Metavante, and Master Card RPPS.

1. Enrollment

Payment authorization:

During this process payment information is collected for validated and enrollment warehousing applications to support future online payment scheduling and processing. The user is required to choose one payment option to validate against (this would be sourced via a drop down list / customized graphics):

ACH:

- Assign an Account 'nickname'
- Routing Transit number
- Bank account number
- Account type (money market, checking, savings)

Credit or Debit card (ATM Debit and credit card) payments:

- Customer name and number
- Customer address
- PIN/card number
- Amount of payment
- Security code

Validation:

- ACH - CONSULTANT shall facilitate the real-time validation of the RT and associated DDA schema
- Credit/Debit cards – CONSULTANT will facilitate real-time authorization

Notification:

- At point of enrollment the Customer is able to identify if they would like to have e-mail reminders generated and forwarded to them X days before the bill is due (If payment has not been scheduled) and X days after the bill is due (If payment has not been processed successfully)

Notes:

- User is only able to enroll all payment types at point of enrollment. They can add additional payment accounts at a later date via the My Profile section.
- Biller would display a legal terms and conditions document (scroll down), which the customer would be required to accept or reject to pass enrollment validation.
- Customer would be immediately validated and a message (text to be defined by Biller) would be displayed.
- A customer would set-up payment scheduling parameters per account after enrollment within the 'my payments' section of the VBS for either e-bill activated configuration or a recurring payment configuration.
- Optional usage of the refund/cancellation tool within the User Console
- The *Cash only* (limits users based on an identifier) file would apply across all channels and configurations
- Support of standard terms and conditions and disclaimers with regards to payment scheduling and processing timelines as well as restrictions

2. Schedule

Due date:

- Customers can schedule payments up to 360 days in advance of the actual due date of the payment. When a user selects the payment button after viewing a Bill or immediately from the summary register they are given the following options:
 - ASP – Advises of next day payment if they meet the cut-off time
 - Optional date or other date option – Leaves the date field open to the User discretion
 - Schedule payment on due date (click-able option). Automatically captures the payment due date from the billing file
- Optional text message or drop down list of reason codes can be dynamically presented when the payment amount is above or below the total amount due. This information can be tagged and included with the payment data.
- Customer at this point can set this account up for a recurring payment configuration by clicking on the 'make this a recurring payment' link

Recurring:

- Accessing the recurring payment tab allows a Customer to enrolled specific accounts for recurring payment applications with fixed or variable amounts, multiple thresholds, start and end dates, multiple enrolled payment accounts, and frequency configurations

Amount:

- Pre-populate the amount due field with the total amount due from the bill displayed
- Allows the user to key in an amount different than the total amount due
- Pre-populates multiple Bill date/amount options along with the associated amount due detailed on the Bill
- Supports consolidated - payments over multiple dates and ability to allocate funds from a single payment across multiple Bills with detailed payment history/status and the option to break the consolidated payment back into individual payments with quick links to bill details

Payment:

- Sort-able field allows the Customer to access any payment accounts registered in their profile by payment 'nick name'. From this point the payment order is scheduled and batched into the CONSULTANT system and forwarded over to the payment processor.

3. Process

- The i-Pay module captures payment instructions and creates an electronic payment order (NACHA formatted flat file that is then cleared by the ODFI). This file will be created and forwarded for clearing at the end of each day.
- Payment timelines supported include 5:00 PM EST cut-off for next day availability of funds (dependent on the ODFI)
- Credit card transactions support real-time authorization with the subsequent settlement file at the end of the agreed timelines/cut-off

4. Warehousing

- Supports a payment history module that includes summary and detailed information on all payments scheduled, processed, failed, cancelled, etc
- Supports the ability for the Customer to add/edit or cancel payment account information – immediate validation
- Future payments schedule that have not been processed can be changed or cancelled
- Supports a graphical display of past and future payments across a detailed calendar with status identifiers
- Payment profile information is available for editing or adjustments
- Accessing the recurring payment tab allows a Customer enrolled for the e-billing application to enroll specific accounts for a recurring payment application
- Support a preferences section for optional configuration of e-mail reminders and system defaults
- Support the receipt of supplementary payment data (payments made outside of the i-Payment engine) for presentment within the payment history tab

5. Reconcile

ACH – ODFI delivers to CONSULTANT the remittance data and the settlement file (exceptions), which CONSULTANT then formats to a standard lockbox/remittance file layout as per spec of CMP for automated capture and A/R reconciliation

Credit Card – Processor delivers to CONSULTANT the remittance data and settlement file (exceptions/charge backs), which CONSULTANT then formats to a standard lockbox file layout as per the spec of City of Sacramento automated capture and A/R reconciliation

6. Reporting

Reports sourced via the Admin Console

- Transaction Report
- Transaction Summary Report
- Remittance Report

C. i-Market Module

Includes:

- Unlimited user license and access rights to the Marketing Manager application for targeted marketing and customer service messaging applications

The i-Market Module supports all activities associated within the weaving and management of targeted marketing content and imagery within the entire online account management and EPP environment.

Module Components:

- Banner/Image Manager
- Campaign Management

- Campaign Scheduling/Assignment

1. Banner/Image Manager

- Supports the ability for the capture, uploading, placement, naming, configuration and management of images/banner ads from external sources to be used within the VBS series of pages.
- Allows for an unlimited number of banner ads to be loaded, positioned/placed, configured, and URL destinations applied within the system.

2. Campaign Management

- This application allows an authorized user to build a Marketing Campaign including a series of images from the repository and the naming of the campaign to be scheduled and assigned within the Manager.

3. Campaign Scheduling/Assignment

- The Campaign Scheduling and Assignment tools allow for the deployment of specific Campaigns to defined Customer groups and/or across date ranges.

D. i-Connect Module

Includes:

- Processing of enrollment requests and activation acknowledgement responses on behalf of City of Sacramento based on a set of pre-determined business rules.
- Composition and Presentment - Validation, composition and rendition of legacy billing files into the consolidator specific format for summary presentment on their CSP sites.
- Communication & Distribution - Electronic transfer of re-formatted information to the distribution network for presentment of bill summary information and payment transactions on supported Consumer Service Provider sites (CSP)
- Presentment of bill detail upon request from the network
- Security – Support of the consolidator required security protocols for composing and distributing CITY billing summary data to the CheckFree distribution network.
- Capture and processing of remittance data specific to the network

Module Functions:

- Enrollment/Validation
- Bill Delivery/Processing
- Remittance Processing
- Reporting/Tracking

Cartridges:

- CheckFree / Premiere Certified

1. Enrollment

Establishment of the validation and authentication elements to support activation requests from CheckFree

- Set-up and testing of a CheckFree specific enrollment program with validation and processing business rules
- Indexing, release and testing of City of Sacramento data into the i-doxs database for CheckFree distribution

2. Bill Delivery

- Testing and building of CheckFree specific bill detail templates and data structures (account number, account name, due date, and amount due) for summary bill distribution and reporting into CheckFree
- Capture and testing of the CheckFree event tracking and customer care reporting tools
- Set-up and testing of the security protocols

3. Remittance Processing

- Establishment of the remittance file parameters and data structures for A/R reconciliation
- Editing and validation routines established with CheckFree to support the capture and processing of all remittance data from their CSPs sites including customers that do not activate the e-bill relationship

Part III: i-doxs Platform Modules [enterprise facing modules]

A. Implementation

Number of systems:	1 system / 1 data file structure
Number of applications/templates:	Up to 10 document templates
User licenses:	Unlimited Access User licenses

Includes:

- Data receipt & routing - Receipt of your core data extract billing files in a flat file format from your CIS system via Internet FTP communication vehicle using PGP encryption software, for data parsing extraction and composition applications. After a series of validation, balance acknowledgement/reconciliation and quality control applications the data files are routed to the parsing and extraction engine.
- Data extraction & parsing - Data extraction and parsing tools split, parse and route the identified data fields into a relational database for further processing and eventual document composition. HTML and PDF presentment of source content via a Web browser.
- Composition & Presentment – Upon a request from the CITY, data elements along with the associated document templates are mapped to HTML pages utilizing a robust set of APIs and presented to the Customer in the form of a dynamic web page.
- Storage & Hosting – Storage and archival of all components related to bill mail/presentment application within our redundant and secure data centers for a rolling 24 months, and for bill payment applications for a rolling 36 months. Based on the redundant system configuration, the system will provide 99% system uptime metrics. 24*7 system support and maintenance of the Data Centers

- Customer and Application support - Monday –Friday 7:00AM to 6:00PM Eastern Standard Time
- Hierarchical Data Management - Tracking of files, templates and usage data with long-term data storage options. Supports unlimited, segmented access rights to all document folders and system analysis and reporting tools for authorized CITY staff.
- User and Application Management – Unlimited access (User ID and Password) to the User and Admin Console tools sets for enterprise based management, support and configuration applications.

B. DoxsDirect:

1. Data Receipt/Communication

- Design and configuration of the receipt definition components of your core data from your billing system in an raw data file via secure Internet FTP communication vehicle, for eventual data parsing, extraction, indexing and composition applications.
- Establishment of a series of data validation, balance reconciliation and quality control applications using secure, automated, redundant and encrypted communication processes.

2. Data parsing/Extraction/Design/Composition

- Analyze your data structures
- Build/test Bill notice definition & extraction rules
- Develop the data file parsing and extraction rules and routines from a raw data file captured from your CIS system.
- Identify indexing fields for search/retrieval, document folders parameters, and the summary register display of the data
- HTML design, composition and mapping – design and development to support all electronic document templates – HTML presentation for each application – utility bills
- Parsing/extraction of multiple data extract files created from a billing data feed and loading/testing of customer data into the CONSULTANT encrypted relational database

C. i-doxs.net Virtual Repository:

- Configuration and design of the storage systems, infrastructure, and components for data fields (billing data), bill templates, data, design elements (logos, graphics) definition routines, page templates, user/usage data, payment and enrollment history/data, and composition logic ongoing storage/hosting within our data centers.
- Set-up and configuration of the hosting parameters for all components related to the entire EBPP application within our redundant and secure data centers
- Set-up of the hierarchical data management and tracking of files, templates and usage data with long-term data storage configurations within our data centers

D. Admin Console (Feature Highlights):

- Configure, set-up, monitor and run the application remotely through a common integrated interface
- Set-up and manage your internal user community
- Establish and manage your marketing groups and defining business logic

- Data file receipt, proofing, and release tools
- Create, manage and deploy e-mail notification templates
- Deploy messaging to internal and external users
- Manage your marketing delivery channels, digital assets, and campaigns
- Track the receipt of data, release of e-mail notifications, and settlement/remittance processing real-time
- Comprehensive ad-hoc reporting tools across data, subscriber, marketing and payment categories

E. User Console (Feature Highlights):

- Accept payments from customers over the phone with real-time authorization across multiple payment types
- View, edit and delete recurring payments programs
- Cancel pending payments and apply refunds on processed transactions
- Access current and historical bills with advanced retrieval tools
- Research charges, transactions and analyze spending trends
- Create reprints, fax and e-mail copies of bills
- Change contact information, preferences and profile information
- Enroll customers for online self-service
- Reset passwords
- Tracking e-bill activity and access historical notifications
- Track and verify all payments real-time regardless of source, type, origin, channel or status

Notes:

- Unlimited User Access to both applications
- Support integration of the User Console within the PeopleSoft GUI inline with the one-time payment application in production

4. Other Terms and Conditions:

A. Schedule for Development and Implementation

CONSULTANT shall develop and implement the Printing and Mailing Services within 45 calendar days of execution of this Agreement. CONSULTANT shall develop and implement both the Virtual Biller Site and i-doxs Platform Modules within 120 calendar days of execution of this Agreement.

B. Implementation Delay

In the event CONSULTANT fails to develop and implement the Printing and Mailing Services, Virtual Biller Site, and/or i-doxs Platform modules in accordance with the schedule described in section A above, and to the extent CONSULTANT's delay is not caused by the CITY, the CITY shall receive a 25% discount off the daily billable rates for each respective system(s) for each day after the applicable deadline specified in section A above until CONSULTANT completes development and implementation of the system(s) and the system(s) is/are functional as evidenced by successful use of the system(s) in a production environment.

C. General Performance Standards/Service Level Agreement (SLA)

Ultimately CONSULTANT shall be responsible for the entire operation of the system from acceptance of the data file, processing, support (tech / application), through to payment and reconciliation.

1. Incident Management

All incidents that occur and affect CITY directly and/or indirectly shall be managed to resolution by CITY. There will be ongoing communication of incidents from CONSULTANT to CITY and shall be facilitated as follows:

- CITY can invoke incident management 7 X 24 based on the severity of the issue defined hereto.
- CONSULTANT analysts shall track incidents to ensure that they are resolved in a timely manner. Resolution may be in the form of a transfer to CITY's own support service where appropriate.
- CITY can request escalation of any incident to management of CONSULTANT at any time.
- Incidents shall be communicated to all necessary parties as detailed in the contact lists agreed with CITY.
- CONSULTANT shall classify the severity level of each incident in accordance with CONSULTANT'S Incident Classification Standard
- CONSULTANT shall provide integrity and completeness to Incident records.

Incident Classification Standard:

CONSULTANT shall use all commercially reasonable efforts to respond to incident reports according to the following schedule:

Incident Classification	Action 1	Action 2	Action 3
Severity Level 1	1 hour	1 business day	15 business days
Severity Level 2	1 hour	1 business day	30 business days
Severity Level 3	1 hour	15 business days	45 business days
Severity Level 4	1 hour	45 business days	As appropriate

Note: Business days are M-F, excluding national holidays (USA).

Action Classification Definition

Action 1	Acknowledgment of receipt of error report
Action 2	Provide patch, workaround, temporary fix and documentation correction pages.
Action 3	Official object code fix, update or major release and/or updated manuals.

Incident Classification Definition

Severity Level 1	Fatal: Errors preventing all useful work from being done as reasonably determined by CITY and CONSULTANT.
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Severity Level 2	<u>Severe Impact</u> : Errors, which disable major functions from being performed as reasonably, determined by CITY and CONSULTANT.
Severity Level 3	<u>Degraded Operations</u> : Errors disabling only certain nonessential functions as reasonably determined by CITY and CONSULTANT.
Severity Level 4	<u>Minimal Impact</u> : Includes all other as reasonably determined by CITY and CONSULTANT.

Incidents are tracked via a work request "ticket" that documents all correspondence through its entire "life cycle". The ticket is also used to collect vital information for the change management logs which detail all issues and the subsequent adjustments and revisions to the solution in question.

Notice for Planned Changes and Outages:

CITY and CONSULTANT shall provide 72 hours notice for scheduled system maintenance; for regularly scheduled maintenance the window is established as 2:00am to 6:00 am on Sundays.

Systems availability via the Internet for all e-commerce applications supported by CONSULTANT:

Based on the redundant system configuration, the system will provide 99% system uptime. Events that are beyond the control of CONSULTANT, such as web brownouts, payment processor unscheduled downtime, and scheduled maintenance are not included.

2. Support Hours

CONSULTANT shall provide a dedicated support individual and customer support to CITY weekdays 8:00 am to 6:00 pm EST, excluding holidays. Customer support required at another time will be based upon the severity of the problem. Contact will be made in accordance with the support defined in the Incident Classification Standard paragraph.

Telephone support services, available 8:00 am to 6:00 pm EST, excluding holidays will include assistance related to routine questions regarding use of the e-Collect application, assistance in identifying and verifying the causes of suspected errors or malfunctions in the e-Collect system and advice on detours for identified errors or malfunctions, where reasonably available. Correction of reproducible errors of the e-Collect system that cause the applicable e-Collect to deviate materially from the applicable documentation, in each case in accordance with the error classification and escalation clauses within the Service Level Agreement.

3. After Hours Support

CONSULTANT shall provide support outside of regular business hours as needed. Although the dedicated support team will be unavailable, general e-payment support will still be available. With that in mind, CITY shall attempt to make solution specific requests for changes during business hours and use after hours support for service interruptions and issues.

4. Application and Technology Upgrades

CONSULTANT shall upgrade systems and application technology regularly. Planned system upgrades will be reported to CITY via an e-mail notice. Upon giving reasonable advance notice to CITY,

CONSULTANT at its expense, may make any modifications, changes, adjustments or enhancements to the Services, which it considers to be suitable or which are required by law or governmental regulation.

5. Payment Data Storage, Archiving and Reporting

Payment data shall be stored online for 36 months. CONSULTANT may store data for longer periods of time. All data pertaining to the online payment application is archived off-line (after 36 months).

6. Management Reporting Frequency and Content

CONSULTANT shall supply daily, weekly and monthly reporting to CITY accessible via the Admin Console.

7. Service Level Adherence Reporting

Service Levels shall be evaluated periodically during the implementation process during the weekly review meetings throughout the implementation. CONSULTANT and CITY shall develop measurement standards.

D. Quality Control and Auditing

CONSULTANT is responsible for quality control. All work performed by the CONSULTANT shall be of first-class quality. Doubling of inserts or missing inserts, improper postage, incorrect packaging, mis-registered addresses in window envelopes or misaligned labels are some, but not all, examples of unacceptable work. The CONSULTANT shall be cautious to use the correct envelopes and inserts, include all specified inserts and insert the improperly (e.g., right-side up, not double-inserted, correct return envelope, etc.) and to properly address each piece based on the address information provided by the CITY. Duplicated, missing, misprinted bills and inserts, and other errors must be identified and remedied before mailing.

CONSULTANT shall provide tools that enable the CITY to view sample documents in a .pdf format, run balancing routines, and generate audit reports prior to the initiation of producing individual jobs.

CONSULTANT shall cooperate with CITY staff or sources contracted by the CITY for the purposes of completing periodic audits of contracted services. Such audits will generally be based on a random sampling of the jobs processed by the CONSULTANT.

The CITY may, from time to time, require an inspection tour of CONSULTANT'S facilities at the location where the work on this contract will be accomplished. The City reserves the right to inspect the CONSULTANT's capability to perform the services required.

E. Emergency Notification and Contact Information

CONSULTANT is required to perform a pre-production test run, at the CONSULTANT's facility, of each data file received to ensure that the data received is accurate. Should the CONSULTANT discover a problem with the data, the CONSULTANT shall immediately notify the Information/Communications Division at 808-5451 upon discovery of any problem(s). Data on CITY-supplied media shall not be changed without first consulting with Information/Communications Services.

Once the CITY's data file has been transferred and received by CONSULTANT, CONSULTANT shall be deemed a custodian of the data file and shall be responsible for the protection and safeguarding of the CITY's data file and the information contained therein. In the event of a security breach or compromise of CONSULTANT's data system, CONSULTANT shall promptly notify the CITY's Information Technology Principle Security Officer at (916) 808-1569 and the Department of Utilities Program Manager at (916) 808-5988 by phone and follow-up in writing of the incident and the actions CONSULTANT has undertaken or will undertake to resolve the security breach issue. CONSULTANT shall be liable for any damages resulting from a security breach of the CITY's data files.

F. Facility Location, Disaster Recovery, and Security

The CONSULTANT shall have a disaster recovery plan to insure that all processing can be completed within the CITY's time frames and requirements. The disaster recovery plan shall include but shall not be limited to equipment, personnel, facilities, and transportation back-ups in order to continue service specified under this contract in the event of a disaster or major equipment failures. It is extremely important to the CITY that all precautions are taken to secure CITY assets/data. At a minimum provide and insure that:

1. CITY source documents must be stored in a secure area.
2. CONSULTANT's facility shall have automatic fire protection/suppression systems to protect CITY data within the facility.
3. CONSULTANT's facility shall have security/intrusion alarms.

CONSULTANT represents and warrants that it will maintain the confidentiality and privacy of CITY's data file regardless of where the data file is stored or housed. CONSULTANT shall ensure that its data security practices are current with industry standards. CONSULTANT is solely responsible for compliance with all laws, regulations and judicial and administrative decisions applicable to CONSULTANT as a provider of data processing services, including, but not limited to, California's Database Security Breach Notification Act (SB 1386) and General Standards for Businesses (AB 1950).

CONSULTANT shall keep its security practices current by performing third party audits. Requests for audit results shall be made through the Team Leader during the implementation process, and to the assigned Project leader once the system is in full production.

G. Rights in Data

Upon termination or expiration of the contract agreement for any reason, all CITY property, including but not limited to source codes, formats and related documentation and instructions which are in the possession of the CONSULTANT shall be immediately delivered to the CITY.

The CITY shall have unrestricted access to the CITY's files from time to time in connection with the performance of the services, and the CONSULTANT shall not deny access to the CITY for any reason.

H. Notification of Material Changes in Business

CONSULTANT agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the CITY of the changes.

CONSULTANT also agrees to immediately notify the CITY of any condition which may jeopardize the scheduled delivery or fulfillment of CONSULTANT 's contractual obligations to the CITY.

I. Subcontracts and Assignments

No portion of the work or services, except for the purchase of necessary goods and materials and for the processing of electronic bills and payments through required third party entities, to be supplied hereunder (including the use of CONSULTANTS) may be subcontracted in whole or in part, nor assigned by the CONSULTANT, nor may assignment of any money due or to become due the CONSULTANT under this contract be made without the prior written consent of the CITY. Where authorized by the CITY, the CONSULTANT shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

The CONSULTANT must be able to handle reasonable increases in volume, adjustments to programming specifications and in the number of jobs from the current levels. The CITY will work closely with the CONSULTANT during the conversion and implemented process to insure accuracy in CONSULTANT programming tasks. Other methods of electronic data transmission, including the Internet, may be utilized upon mutual agreement between the CONSULTANT and the CITY.

J. Management Reporting

The CONSULTANT shall provide online reporting capabilities supporting a series of self-service features to include at minimum:

- Online management of inventory
- Postage reporting
- Number of pieces handled during the previous week
- Cost savings to the CITY of Sacramento
- Potential cost savings (provide in detail)
- Mailing dates and number of bills mailed
- Number of bills and inserts
- Number of residual pieces
- Verification of delivery to USPS

K. Drug-Free Workplace Policy

The CITY is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the CITY established a Drug-Free Workplace Policy. As a CONSULTANT doing business with the CITY, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the CITY in maintaining a drug-free workplace. If, in the performance of work under this contract, any employee of

the CONSULANT exhibits unacceptable behavior that may be related to use of drugs or alcohol, the CITY reserves the right to discuss the employee's behavior with the CONSULANT. If the unacceptable behavior persists, the CITY may require that the employee be removed from all work under this contract.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$603,000 for the Base period; \$915,000 for Option period 1; \$921,000 for Option period 2; \$968,000 for Option period 3, and; \$977,000 for Option period 4.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONSULTANT shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento
Department of Utilities
1395 35th Avenue
Phone: (916) 808-4928 / Fax: (916) 808-8303
Attn: Shellette Smallwood*

E. All applicable charges shall be invoiced in arrears. Invoices shall be mailed or delivered to CITY's point of contact. Invoices are due by the 5th of each month for the prior calendar month of service. Failure to submit invoices in a timely manner will result in a delay in payment to the CONSULTANT for services already provided

5. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the CONSULTANT. Upon presentation and verification of the information provided by the CONSULTANT, the CITY will review all records and make a final determination and present its finding to the CONSULTANT.
6. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other CONSULTANTS to perform said Additional Services.
7. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
8. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
FEE SCHEDULE/MANNER OF PAYMENT

Rates identified herein, unless otherwise noted, are fixed for the base period and all four option periods.

Implementation & Configuration:	
Implementation & Configuration of the following systems, applications and functionalities in accordance with the business requirements of the City to provide Utility Bill Printing, mailing and e-Collection services are included in this fee:	\$0.00
<p>Printing & Mailing Services Billing System [1 system / 2 data structures] Application/Templates [Up to 7 templates]</p> <p>Virtual Biller Site Modules [customer facing applications] i-Connect Module [Account content distribution enrollment, formatting, delivery and tracking] [Electronic payment scheduling, warehousing, management and settlement via billing system, website, IVR and check-free] i-Pay Module i-Market Module [Targeted marketing and customer service messaging] i-Direct Module [Enrollment, presentment, account/process management, e-care]</p> <p>i-doxs Platform Modules [enterprise facing modules] DoxsDirect [Data receipt, extraction/parsing, composition, indexing, release] Virtual Repository [Storage/archival, hosting, technical support, system infrastructure] User Console [Subscriber management, document management, customer support] Admin Console [System configuration, monitoring, user management, administration, reporting]</p>	

Service Fees:		
Printing & Mailing Services (See Processing Definitions below)	Pre-processing fee (per page/impression)	\$0.0035
	additional page – form and one impression	\$0.0385
	additional page (assumed duplex) – form and two impressions	\$0.0585
	Printing Fee	\$0.024
	Insertion Charge - Automated (1-7 pages)	\$0.03
	Insertion Charge - Oversize (8-50)	\$0.35
	Insertion Charge - Manual (50 pages +)	\$1.25

Printing & Mailing Consumables (see Consumable Definitions below)		Base Year and Optional Year 1 & 2	Optional Year 3 & 4
	Form Fee	\$0.0185	\$0.02
	Outer mailing Envelope (OME) #10	\$0.0165	\$0.0175
	Outer Mailing Envelope 9x12	\$0.29	\$0.29
	Business Reply Envelope (BRE) #9	\$0.0165	\$0.0175
	Inserts Charges	\$0.005	\$0.005
Print & Mail Package Financials	Receiving and batching of the data, laser imaging statement header and "language line" in PMS 539 blue on one page (form), data processing of duplex (2-sided) one page (form) statement, black and white laser imaging/impressions on 8½ x 11" 24lb pre-printed paper stock (up to 4 colors) with perforation, #10 security window envelope printed in PMS 539 blue, #9 single security window BRE printed in PMS 539 blue, fold, insert (invoice, #9 BRE and 2 inserts), bar-coding, data processing CASS, data processing NCOA Link, presort and deliver to USPS		
	Base Year (Date of Award – 6/30/2008)		\$0.1195
	Year 1 (7/1/2008 – 6/30/2009)		\$0.1195
	Year 2 (7/1/2009 – 6/30/2010)		\$0.1195
	Year 3 (7/1/2010 – 6/30/2011)		\$0.1230
	Year 4 (7/1/2011 – 6/30/2012)		\$0.1230
Postage	CONSULTANT shall invoice the CITY for actual Postage used for Print and Mail services on a monthly basis, and the payment shall be treated as a direct pass through to the United States Postal Service.		
Notes:	<ul style="list-style-type: none"> ▪ Package Financials includes all costs and up to 2 inserts (assumes one page duplex) ▪ Colors can be used on front and back of the form but are limited to 4 colors in total (i.e. 4/0, 3/1, 2/2) ▪ Black is considered a color if pre-printed on the form but not if dynamically printed on the document ▪ Form definitions do not support form "bleeds" (there must be a white margin) ▪ Customized consumable orders support a minimum 3 month order (50,000) and usage rate of 17,000 per month – situations outside of these requirements require special pricing. ▪ Requirements to order or change consumables prior to depletion of current stock will result in additional fees (cost to destroy existing stock and/or premium fee for low volume consumable orders) ▪ Fee above includes NCOA Link Processing ▪ Up-to 2 inserts with no insert charge; BRE and invoice not considered an insert – charges only applied on the 3rd insert 		

Processing Definitions

- Pre-processing: This fee is applied per image received irrelevant of eventual document production and includes all core document composition activities including Communication/Data Receipt, Data extraction & parsing, Document composition, Business rules application, Personalization, Postal processing and Print File Construction and Routing.

- Printing: This fee is applied per impression and includes the actual application of the ink on a document at the noted distribution facility. This fee includes the actual service of printing and the ink consumables.
- Insertion – Automated: This fee includes the intelligent folding and insertion of said documents into an OME (Outer Mailing Envelope). This fee supports up-to 5 pages into a number 10 OME
- Insertion - Manual: This fee includes the insertion of said documents into an OME (Outer Mailing Envelope). This fee supports up-to 50 pages into a 9 * 12 OME.
- Inserts: Pricing includes up to 2 inserts per mail piece. The BRE is not considered an insert
- Service Level Agreement: Platinum (12 hours / See SLA Terms and Conditions)

Consumables Definitions

- Form Fee: Includes 1 standardized 24 pound, 8 1/2 * 11 cut sheet form with a horizontal perforation and pre-printed City of Sacramento colors (up-to 4 colors).
- Mailing Envelope (OME) Fee: A # 10 custom, single window envelope, 24 pound, white wove, within liner, a standard window placement and two colors
- Business Reply Envelope (BRE) Fee: Includes a standard # 9 business reply envelope (3 3/4 * 8 3/4, glassine single window)

i-Connect	Total bills delivered:	Price per bill/CheckFree
	1 – 50,000	\$0.35
	50,001 – 100,000	\$0.33
	100,001 +	\$0.32

Notes:

- Transactional fees are applied to all transactions forwarded to the distribution channel for enrolled Customers.
- CONSULTANT is responsible for defining and validating activation and deactivation requests.
- Transactional fee includes both the presentment and payment functions.
- All transactional fees are levied and charged during the pilot stage of the implementation.
- Stair step pricing matrix is based on volumes calculated during a calendar month.

i-Pay	Total bills paid:	Price per payment:
	1 – 50,000	\$0.10
	50,001 – 100,000	\$0.09
	100,001 +	\$0.08
	e-lockbox	\$0.015

Notes:

- All transactional fees are levied and charged during the pilot stage of the implementation.
- All IVR transactions will be processed using a local (non-toll) number.
- ACH transactional fees do not include ACH origination charges – levied directly by originator.
- ATM debit fees are applied directly to City of Sacramento by Bank of America. The above transactional prices do not reflect ATM/Debit card fees associated with Pulse, NYCE and Star.
- Credit Card transaction pricing only includes enrollment validation, warehousing, scheduling and delivery to the Processing Network. Processing Network will levy additional charges directly to the CITY with respect to the Credit Card issuer percentage fees, charge

back fees and payment processor fees.

- Stair step pricing matrix is based on volumes calculated during a calendar month.
- Return fees are applied to all returns (i.e. invalid account number, NSF, NOC, etc for ACH) and are levied directly by the ACH originator to the CITY.

i-Market Module	Access to Marketing Manager	\$0.00
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Notes:

- Allows for unlimited user license and access rights to the Marketing Manager application for targeted marketing and customer service messaging applications.

i-Direct Module	Total initial bills viewed:	Price per initial view:
	1 – 50,000	\$0.16
	50,001 – 100,000	\$0.14
	100,001 +	\$0.12

Notes:

- Viewed pricing metric is only levied towards external Customers. Internal CITY employees can access all bills an unlimited number of times with no presentment fees.
- View pricing metric refers to bills that have been viewed by the external Customer. Transaction fees are only applied once. Bill can be viewed an unlimited number of times.
- Stair step pricing matrix is based on volumes calculated during a calendar month.
- Includes all noted functionality referenced in the service fee section outside of the advance features/modules.

Post Implementation Professional Services	Adjustments to the in-production system or development	Per hour \$145.00
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Notes:

- An estimate will be created with respect to the number of billable hours required and a statement of work signed for any work estimated to exceed 8 hours.
- In the event that changes are required that would alter the scope defined by this proposal and the subsequent contracted SOW, a Project Change Request ("PCR") will be initiated.
- Implementation and transactional fees include unlimited user access to the DocWeb™ application.
- Document re-design consulting fees are not included in the noted implementation.

Storage	Total bills stored:	Price per bill processed/stored
	1 – 250,000	\$0.005
	250,001 – 500,000	\$0.004

Notes:

- Storage fee pricing refers to all bills that are processed, loaded to the database, and hosted irrelevant of viewing by the end Customer but available for customer service view.
- Includes all noted functionality referenced in the service fee section outside of the advance features/modules.

E-mailing	Per email	\$0.08
	Per impression rendered	\$0.02

Note:

<p>The DocWeb application supports the ability to automatically e-mail (PDF attachment) bills, statements, and invoices based on an online tool that allows the CITY to manage accounts, e-mail addresses and the e-mail body cosmetic elements. Pricing is charged at the e-mail level and the impression level (i.e. a two impression invoice would result in an e-mail charge of \$0.12).</p>		
Courier Preparation	Included per courier package	\$1.50
<p>Note: Fee includes the creation of the courier label, packaging and preparation activities. Fee does not include the pass through costs of the courier which is based on weight and service standard.</p>		
Insert Storage		Per month:
	1-5 boxes	\$30.00
	6-25 boxes	\$50.00
	Greater than 25 boxes and/or one storage bay	\$75.00
<p>Notes: CONSULTANT charges for the storage of inserts under the following circumstances:</p> <ul style="list-style-type: none"> ▪ Inserts received more than one month prior to insert start date ▪ Inserts that have not been run for more then one month ▪ A quantity that exceeds a three-month supply. Only applicable if additional storage bays are required 		
Inventory Storage	OME	\$0.005
	BRE	\$0.005
	FORM	\$0.005
<p>Note: CONSULTANT charges the following for the storage of consumables that are not sourced and provided by CONSULTANT. All charges are on a per piece basis. A maximum limit of 3 months worth of consumable inventory can be stored at our facilities. Inserts are not included in this fee.</p>		
Inventory Destruction	1 box	\$0.00
	2-10 boxes	\$75.00
	10-25 boxes	\$125.00
	Greater than 25 boxes-and/or one full skid	\$250.00
	Any additional skids thereafter	\$75.00

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

X Not furnish any facilities or equipment for this Agreement; or

_____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
 3. **Time.** CONSULTANT shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
 4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
 5. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
 6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, CITY utility service customer identity and financial information, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY or City utility service customers. CONSULTANT agrees to protect all City

Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by

CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONSULTANT shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT not less than 10 days prior to the effective date of suspension. If CITY gives such notice of suspension, CONSULTANT shall suspend its activities under this Agreement beginning on the suspension effective date, as specified in such notice.

C. CITY shall have the right to terminate this Agreement for cause at any time by giving a written notice of termination to CONSULTANT specifying CONSULTANT's breach or failure to perform that is the basis for such termination. Such termination for cause shall be effective on the date such notice is provided. CITY shall have the right to terminate for convenience by giving a written notice of termination for convenience to CONSULTANT, and such termination for convenience shall be effective 30 days after the date such notice is provided. If CITY gives a notice of termination hereunder, CONSULTANT shall cease rendering Services pursuant to this Agreement on the date that such termination is effective. If CITY terminates this Agreement:

(1) CONSULTANT shall, not later than five days after the effective date of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to the effective date of termination; provided, however, CITY

shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: Except as provided otherwise in this Section 10, CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.
- D. Limitations: Notwithstanding any contrary provision of this Section 10, CITY and CONSULTANT agree that:
- (1) CITY's access to and use of the Services will be over a medium that is beyond CONSULTANT's control and jurisdiction, so CONSULTANT shall not have any liability or responsibility for Liabilities arising from causes related to such access and use except as provided in this Agreement.

- (2) The Services are provided on an "as-is, as available basis". OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT, CONSULTANT SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. CONSULTANT also does not warrant that the Services will operate uninterrupted or error-free.
- (3) Except as provided otherwise in subsection (4) below, CONSULTANT's liability to City under this Agreement for indirect, consequential or special damages arising out of CONSULTANT's provision of Services hereunder or CITY's use of or reliance on them, shall not exceed the amount CITY has paid to CONSULTANT under this Agreement, even if CONSULTANT has been advised of the possibility of any of the foregoing by CITY.
- (4) The limitations of liability in this subsection D shall apply regardless of how any claim, action or proceeding against CONSULTANT is brought, whether based on breach of warranty, contract, tort, fundamental breach or any other legal theory, provided that these limitations shall not apply to Liabilities relating to the CONSULTANT's handling of CITY utility service customer identity and financial information.

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

It is understood and agreed by the CONSULTANT that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide

coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONSULTANT

No automobile liability insurance shall be required if CONSULTANT completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONSULTANT initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

No Workers' Compensation insurance shall be required if CONSULTANT completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

_____ Professional liability insurance is required and must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

CONSULTANT shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A

through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento Municipal Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento Municipal Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento Municipal Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 2nd Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 2nd Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.